

Policy Wording

# Public and Products Liability Claims Made

Please read this document carefully. Should you have any questions, please contact your insurance agent.

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## Introduction

Thank you for choosing Arch Insurance to be Your insurance provider. Please read this Policy, the Schedule and any Endorsements in conjunction with the Statement of Fact carefully. Make sure the cover provided meets Your requirements and that the details shown on the Schedule and Statement of Fact are correct. We are keen to work in partnership with You and avoid any misunderstandings.

The documents have been prepared in accordance with Your instructions. Your premium has been based on the information shown in the Schedule and recorded in Your Statement of Fact.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

If You have any questions about any of Your insurance documents, or You require a hard copy of the Policy documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. Unless We have agreed otherwise with You, this insurance is governed by English law.

## Our Promise to You

Our goal is to provide excellent service to all Our customers, but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

In the first Period of Insurance, You may cancel the Your Policy within 14 days of receiving Your Policy documents if You are dissatisfied for any reason or the Policy does not meet Your requirements. We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding.

If You wish to cancel at any other time, please refer to **Conditions – Cancellation**.

## Making a Claim

To report or make a claim follow the instructions provided in the **Conditions – Claims Procedure**

If You need additional assistance, please contact Your insurance agent

### **ALL CLAIMS**

To register a claim You should email full details of the claim including Your Arch policy number to

[commercial.claims@archinsurance.co.uk](mailto:commercial.claims@archinsurance.co.uk)

or call

**0345 258 3880.**

## Risk Management Tools

As well as insurance, We believe in helping Our customers to manage the risks they face by offering practical solutions. That's why We automatically include either Arch Risk Management or Arch Business Protection benefits with Your Policy. Your Schedule will show which level of risk management assistance applies.

### Arch Risk Management (applicable if shown as selected on Your Schedule)

Arch Risk Management is a simple to use, online system to help business professionals in the management and control of Health & Safety, Human Resource, Business Continuity and Driving at Work. This service provides access to a comprehensive library of specimen documents, templates and self-assessments, including an 'ask the expert' helpline service. As a business owner You will be able to:

- Ensure Your business is up to date and compliant with current industry specific legislation to protect You and Your employees
- Understand 'The Corporate Manslaughter and Homicide Act'
- Keep abreast on legislative changes and matters important to Your business via Our regular news alerts and updates

You will have access to a range of online risk management services, designed to assist You to effectively manage workplace safety and staff employment.

Features include:

- Business Continuity
- Health & Safety Management
- Human Resources Support
- E-Learning

To activate Your Risk Management Services, visit [www.archriskmanagement.co.uk](http://www.archriskmanagement.co.uk) and follow the login instructions provided. Alternatively, You can email Us with Your Policy number [riskmanagementservices@archriskmanagement.co.uk](mailto:riskmanagementservices@archriskmanagement.co.uk) or call Us on 01268 795757.

### E-learning

This is a web-based, health and safety training system that enables both large and small companies to fulfil their safety training requirements online with greater ease. This diverse system can be accessed securely at any time by Your chosen employees as well as Your administrator who has full control over the running of Your account online.

Course subjects include

Health & Safety Management	Slips, Trips and Falls	Working at Height
Manual Handling	Accident Reporting	Electricity
Risk Assessment	Asbestos Management	Noise
Confined Spaces	Fire Safety	Transport
Chemical Safety (CoSHH)	First Aid	Health & Safety Law

Each training session lasts between 25 – 45 minutes and includes multiple choice self-tests at the end of each training module. The answers to these questions are recorded. The administrator will have full access to the training record of each employee at their fingertips. The employee will get a certificate certifying their competence when they successfully pass the test.

All the courses are fully accredited by leading industry experts like RoSPA, CIPD and NOS (National Occupational Standards) which governs NVQ qualification. Qualifying candidates will be able to claim credits against their NVQ qualifications that they are pursuing.

## Arch Business Protection (ABP) (applicable if shown as Selected on Your Schedule)

Arch Business Protection (ABP) is a combination of an online management system, onsite risk consultancy and unlimited remote support by phone, email or webinar.

Our ABP team will help You understand which parts of the ABP system can meet Your needs and how best to implement it. Support includes:

- Setting the tailored online system to reflect Your business structure.
- Setting up employee training.
- Instruction on starting the risk management process.
- Instruction on using management reporting.
- Creating risk alerts.
- Uploading risk assessments and other controls.
- Webinar tutorials to set You up on the system

Arch Business Protections services can be accessed from Our website [www.archbusinessprotection.co.uk](http://www.archbusinessprotection.co.uk)

### Health and Safety Management System

Our ABP Health and Safety Management System is purpose built to support the day-to-day operation of health and safety in Your Business from writing the policy developing and maintaining Your risk assessments and control measures to managing training inspections and safety sampling.

Action planning and self-audit	Accident reporting
Risk assessments	Safe systems of work
Training management	Permits to work
Health and safety policy builder	Management of personal protective equipment
Information library	Health and safety reporting
Checklists	Multi-site functionality

All of these services can be accessed via Our dedicated Risk Management website [www.archbusinessprotection.co.uk](http://www.archbusinessprotection.co.uk)

### Business Continuity Management System

For many businesses, having a business continuity plan is a commercial requirement driven by customers and supply chains. In the event of a major loss a business continuity plan can significantly increase the Business's chances of survival, allowing it to retain hard-won customers its brand and reputation.

A Business Continuity Management System helps You develop all the elements of a robust business continuity plan that isn't just about responding when an Incident occurs, but also to minimise the likelihood of it happening in the first place. It also helps You maintain and develop Your Business continuity arrangements to meet the needs of the Business.

For many, the business continuity process can prove challenging, so We provide access via a Help Desk to Business Continuity Consultants who can help simplify the process

- Incident Response Planning
- Communication Plans
- Managing People
- Continuity & Recovery
- Uploading key Recovery Information
- Asset & Resource database
- Monitoring and Testing
- Management Alerts
- Knowledge Centre
- Multi-plan/users

### E-Learning

E-Learning provides a highly cost-effective means of delivering consistent and interactive training to Your workforce.

- Free access to 14 ROSPA approved health and safety topics including fire safety manual handling slips trips and falls driving display screen equipment
- Each course takes no more than 45 minutes and includes a self-test self-checklist and certificate
- On-hand remote support from the Help Desk team, who will help set up training plans and Employee access.
- E-Learning can be deployed across the Business quickly and efficiently.
- Reporting tools simplify the management of training allowing chase-ups and reminders to be sent directly from the system to Employees and their managers. The self-checklist enables issues that the Employee is experiencing to be identified and actioned.

### **Onsite consultancy**

We develop and deliver tailored solutions using Our management systems and consultancy as either one off projects or as a rolling engagement. We can supplement Your existing risk management regimes or provide You with external expertise.

There will be an additional charge for this service. You can talk through Your requirements call Us on

0800 012 2288 or [info@bcarm.co.uk](mailto:info@bcarm.co.uk)

## How to Complain

If You have an enquiry about Your Policy, please contact Your insurance agent who arranged the Policy for You.

If You have a complaint arising from Your Policy, please contact:

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
60 Great Tower Street  
London EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

If we have not resolved your complaint within eight weeks or you are not satisfied with our response, you may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving our final response letter.

Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

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

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

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

Following the complaints procedure does not affect **your** rights to take legal proceedings.

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited are covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Fair Processing Notice

The privacy and security of Your information is important to us. This notice explains who We are, the types of information We hold, how We use it, who We share it with and how long We keep it. It also informs You of certain rights You have regarding Your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are We?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information You provide us and is registered with the Information Commissioner's Office for the products and services We provide to You.

You can contact us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with Your request.

### What information do We collect?

We will collect personal information which may include Your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to Your enquiry or product and payment details (including bank account number and sort code) which We need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing You with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If You object to use of this information, then We will be unable to offer You the product or service requested.

### How do We use Your personal information?

We will use Your personal information to

- assess and provide the products or services that You have requested
- communicate with You
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact You about products that are closely related to those You already hold with us
- provide additional assistance or tips about these products or services
- notify You of important functionality changes to Our websites

We make outbound phone calls for a variety of reasons relating to many of Our products or services (for example, to update You on the progress of a claim or to discuss renewal of Your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure We comply with them.

To ensure confidentiality and security of the information We hold, We may need to request personal information and ask security questions to satisfy ourselves that You are who You say You are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and We may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

### Securing Your personal information

We follow strict security procedures in the storage and disclosure of Your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information You provide to us, including information provided via forms You may complete on Our websites, and information which We may collect from Your browsing (such as clicks and page views on Our websites).

Any new information You provide us may be used to update an existing record We hold for You.

### **When do We share Your information?**

To help us prevent financial crime, Your details may be submitted to fraud prevention agencies and other organisations where Your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjustors) deliver some of Our products or provide all or part of the service requested by You. In these instances, while the information You provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to You or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data We collect about You may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for us or for one of Our suppliers. Such staff may be engaged in, amongst other things, the provision of information You have requested.

If We provide information to a third party, We will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on Your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share Your information with anyone You have authorised to deal with us on Your behalf.

### **How long do We keep Your information for?**

We will not keep Your personal information longer than is necessary for the purpose for which it was provided unless We are required by law or have other legitimate reasons to keep it for longer (for example if necessary, for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service We provide. In certain cases, We will keep Your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by You or a third party at a future date, even after Your contract with us has ended.

### **Your rights**

Under data protection law You have the right to change or withdraw Your consent and to request details of any personal data that We hold about You.

Where We have no legitimate reason to continue to hold Your information, You have the right to be forgotten.

We may use automated decision making in processing Your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that You are unhappy with.

Further details of Your rights can be obtained by visiting Our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

## The Contract of Insurance and the Underwriter

This Policy is underwritten by Arch Insurance (UK) Limited Registered office: 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register No 229887 (hereinafter called the 'Underwriter').

You can check this information on the Financial Conduct Authority register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)

In consideration of payment of the premium the Underwriter will indemnify You within the limits terms conditions and exceptions of this Policy under the operative Sections against Claims first made during the Policy Period, and any subsequent period for which You pay and the Underwriter agrees to accept a premium, and notified in accordance with the Claims Procedure.

### IMPORTANT

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.

The Policy Wording, Your Schedule and any Endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

#### Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We may have no obligation to indemnify You in relation to any claim for that loss. However, if a Condition is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred, in the circumstances in which it occurred

#### Steps to be taken if You cannot comply

If You are unable to comply with any Condition You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy.



Steve Bashford  
For the Underwriters  
Chief Executive of Arch UK Regional Division  
A division of Arch Insurance (UK) Limited

## Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the Policy, except for headings and titles

### We/Us/Our

The Underwriter as set out in the section of the Policy headed The Contract of Insurance and the Underwriter

### You/Your/Policyholder

The person(s) or company, companies, partnership(s) or unincorporated association(s) specified in the Schedule as the Policyholder

### Asbestos

Asbestos, asbestos fibres or particles or derivatives of asbestos, including products or materials containing asbestos, asbestos fibres or particles or derivatives of asbestos. Business

Activities as detailed in the Statement of Fact and/or Schedule

### Policy

This Policy is made up of a number of documents. These documents are the

- a) Policy Wording
- b) Proposal (if you made one) and/or Statement of Fact
- c) Schedule
- d) Endorsements

### Claim

Any written communication asserting a legal liability against You or any other party covered under this Policy.

### Defence Costs

Defence Costs shall be deemed to mean Reasonable costs and expenses incurred by You with Our prior written consent in the defence and settlement of any Claim which may be the subject of indemnity under this Policy including :

- a) Any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury; or
- b) any coroner's inquest or inquiry in respect of any death

### Damage

Accidental loss destruction or damage

### Employee

Any person working under Your control in connection with the Business including:

1. person under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis under Your control or supervision
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper
9. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

### Excess

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sections of this Policy You will repay any such amount paid by Us

### **Injury**

Bodily injury including death illness or disease

### **Limit of Indemnity**

The Limit of Liability/Limit of Indemnity as stated in the Schedule

### **Loss**

Any and all damages, compensation and interest, including claimants' costs and expenses, payable by You whether by judgement, arbitration award or otherwise or agreed in any settlement

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

### **Period of Insurance**

The period specified in the Schedule for which We accept Your premium

### **Premises**

The part of the premises at the address or addresses specified in the Statement of Fact and/or Schedule occupied by You for the purpose of the Business

### **Product Supplied**

Any product or thing including packaging containers instructions and labels sold supplied erected repaired altered treated installed tested serviced or delivered by or through You in the course of the Business within the Territorial Limits

### **Property**

Material property

### **Retroactive Date**

The date stated in the Section Endorsement in the Schedule

### **Schedule**

The schedule for the time being in force showing sections of cover which apply

### **Series of Claims**

Shall mean a number of Claims (whether made against or involving one or more persons or entities including You and whether made by the same or different claimants and whether falling under one or more insuring clauses of this Policy) that arise directly or indirectly from the same originating cause.

### **Statement of Fact**

This is a record of the information that You provided to Your insurance agent upon which Your insurance is based

### **Event**

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results in Injury or Damage to Property.

### **Territorial Limits**

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non- manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Product Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada

### **Terrorism**

Any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means

2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

## Conditions

The following Conditions apply to all Sections of the Policy unless otherwise stated

### Cancellation

1. You may cancel Your Policy
  - a. within 14 days of receiving Your Policy documents for the first Period of Insurance if for any reason You are dissatisfied, or the Policy does not meet Your requirements
  - b. if at any time You sell the Business or You cease trading

We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance. If you wish to terminate the cover at any other time, please contact your insurance agent; any return premium will be at the discretion of the Underwriter.

2. Other than when the Condition Fraud applies, We may cancel Your Policy
  - a. By sending You 30 days written notice to Your last known address, where We have valid reasons for doing so. Valid reasons may include but are not limited to, Your non-co-operation with the terms of the Policy, where We reasonably suspect fraud, where You or someone acting on your behalf uses threatening, abusive or intimidating language or behaviour to Us or to someone whom we appoint to provide a service in connection with the Policy. Termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice.

Subject to application of any minimum premium, We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

    - i. No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
    - ii. We have not identified a breach of any Condition
  - b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

### Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or in connection with this Policy shall be subject to the jurisdiction of the courts of England and Wales

### Claims Procedure

If in relation to any Claim or circumstance You have failed to fulfil any of the following conditions You may lose Your right to indemnity or payment for that Claim made or subsequently arising. You must ensure that:

1. You provide written notice to Us of any Claim first made against You, or any person entitled to cover under this Policy, during the Period of Insurance as soon as reasonably practicable after first awareness of such a Claim and in any event within 30 days of expiry of the Period of Insurance.
2. You notify Us of any circumstance of which You become aware which is likely to give rise to a Claim covered under this Policy as soon as reasonably practicable and in any event within 30 days of expiry of the Period of Insurance. The notice must include full known details including the known dates, act and persons potentially liable and the potential claimant.
3. You provide Us with all information and help We require in respect of the Claim.
4. You obtain our prior written approval of any communications to third parties in relation to any event which may result in a claim under this Policy.
5. You will not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement.
6. You carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and to prevent further accident Damage or Injury.

We will be entitled at any time and at Our discretion to take over and conduct in Your name the defence or settlement of any Claim or to prosecute any Claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any Claim without incurring liability or reducing Our rights.

We will not pay for loss destruction or damage or provide cover if You or anyone acting on Your behalf

1. do not comply with Our requirements

2. hinder or obstruct Us

We will not make any payment under this Policy unless You give Us all assistance which We may reasonably require to pursue recovery of amounts We may become liable to pay under this Policy in Your name but at Our expense.

### **Change of Risk**

You must notify Us prior to or if there is any change

1. immediately if during the Period of Insurance there is any change in Your ownership of the Business the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. in respect of the risk of subsidence ground heave or landslip where any demolition construction ground works or excavation work is being carried out on any site adjoining the Premises
6. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

1. continue to provide cover under the appropriate Section on the same terms
2. restrict the cover provided by the Section
3. impose additional terms
4. alter the premium
5. cancel the Section and or the Policy

If You fail to notify Us of any such change, We may at Our absolute discretion

1. treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
2. treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
3. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

### **Other Insurance**

If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

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

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

### **Discharge of Liability**

We may at any time pay

1. The Limit of Indemnity; or
2. A smaller amount for which a claim can be settled after deduction of any sum already paid. We will not make any further payments except for Defence Costs incurred prior to the payment of the claim

## **Fraud**

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

1. refuse to pay the whole of the claim and
2. recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1 - 4 above

In that event You will

1. have no cover under the Policy from the date of the termination and
2. not be entitled to any refund of premium

## **Fair Presentation of the Risk**

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy. This means You must have clearly disclosed all material facts which You, Your senior management and/or persons responsible for arranging the Policy knew or ought to have known. Should You be in any doubt as to whether information should be presented to Us please disclose it to Us
2. We may at Our sole discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - a. deliberate or reckless or
  - b. of such other nature that if You had made a fair presentation, We would not have issued the Policy

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless, but We may instead at Our absolute discretion
  - a. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
  - b. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

1. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
2. refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
3. issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
4. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

## **Premium Payment**

We will not make any payment under this Policy unless You have paid the premium

## **Reasonable Care**

If in relation to any Claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which is likely to cause Damage accident or Injury
2. maintain the business premises machinery equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

### **Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

### **Language**

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

### **Subjectivity**

If this Policy has been issued or renewed subject to the following requirements

1. You providing Us with any additional information requested; and /or
2. You completing any actions agreed between You and Us; and/or
3. You allowing Us to complete any actions agreed between You and Us by the required date(s)

and You do not complete these requirements by the required date(s) then We may at Our absolute discretion

1. modify the premium; and/or
2. issue a mid-term amendment to the Policy or Section terms Conditions and Exceptions; and/or
3. exercise our right to cancel the Policy; and/or
4. leave the Policy or Section terms Conditions and Exceptions and the premium unaltered

We will contact You, either in writing directly or through Your insurance agent with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect. If the premium terms or conditions are amended by Us, then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions, then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If We exercise Our right to cancel the Policy, then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail

Except in so far as they are expressly varied by this Condition all of the terms, conditions exceptions and limits of this Policy and of the Sections of the Policy shall continue to apply until We advise You otherwise

## General Exceptions

This Policy does not cover

### Existing Claims and Circumstances

We will not provide indemnity in respect of liability arising out of any claims which arise out of any circumstances notified to previous insurers or known to You or which should have reasonably been known at the inception of this Policy.

### Asbestos

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, Asbestos dust or Asbestos containing materials

### Pollution or Contamination

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Loss together with Defence Costs payable in respect of all Pollution or Contamination arising from claims first made during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Section

For the purpose of this exception and limitation "Pollution or Contamination" shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss or damage to Property or Injury directly or indirectly caused by such pollution or contamination

### Liability under Contract or Agreement

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

### Nuclear Risks

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

### War Government and Action

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom, or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - a. War or Government Action
  - b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War or Government Action except to the extent stated in the Terrorism Extension

For the purpose of this General Exception

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War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

Government Action shall mean martial law confiscation nationalisation requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

#### **Date Recognition**

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

#### **Computer Virus and Hacking**

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs.

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

#### **Date Recognition Computer Equipment**

The expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31st 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

#### **Sonic Bangs**

Loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

#### **Retroactive Date**

Claims where the cause of such Claim occurred or was alleged to have occurred prior to the Retroactive Date specified in the Schedule.

## Public Liability Section

### Cover

We will indemnify You against Your legal liability to pay Loss and Defence Costs in respect of any Claim first made against You during the Period of Insurance arising from

1. Injury to any person
2. loss of or damage to Property
3. nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

occurring in connection with the Business and within the Territorial Limits

but not in respect of any Loss incurred within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part) unless You have requested that there shall be no such limitation and have accepted the terms offered by us in granting such cover which offer, and acceptance must be signified by specific endorsement to this Policy

### Limit of Indemnity

Our liability for Loss payable under this Section in respect of any Claim or Series of Claims against You shall not exceed the Limit of Indemnity.

Defence Costs payable under this Section will be paid in addition to the Limit of Indemnity except that in respect of any Claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada the Limit of Indemnity shall be the maximum amount payable including Defence Costs.

## Extensions to Public Liability Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Contingent Motor Liability

Notwithstanding Exception (4) of this Section We will indemnify You in respect of Loss arising from Claims first made against You during the Period of Insurance, and notified in accordance with the Claims Procedure, in respect of any legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf 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
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

### Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Section We will indemnify You in respect of Loss arising from claims first made against You during the Period of Insurance, and notified in accordance with the Claims Procedure, in respect of any legal liability for loss of or damage to Premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

### Data Protection Legislation

We will indemnify You and at Your request any of Your directors or partners or Employees against all Loss which You or any of Your directors or partners or Employees become(s) legally liable to pay together with Defence Costs as a result of any loss, misuse or unauthorised disclosure of personal data held by You incurred in connection with the Business during the Period of Insurance provided that You are a registered user (or have applied to become a registered user and not been refused) in accordance with the terms of data protection legislation

The total amount payable including all Defence Costs under this Extension in the aggregate is limited to £250,000

The indemnity provided by this Extension shall not apply to

1. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
2. legal liability caused by any act of fraud or dishonesty
3. the Defence Costs of rectifying rewriting or erasing data
4. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
5. the payment of fines or penalties
6. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
7. legal liability where indemnity is provided by any other insurance

#### **Defective Premises Act**

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
  - a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
  - b. the cost of remedying any defect or alleged defect in the premises disposed of by You

#### **Employees and Visitors Personal Belongings**

Notwithstanding Exception (2) of this Section We will indemnify You in respect of legal liability for accidental damage to the vehicles and personal belongings of Your director's partners Employees and visitors which are in Your custody or control

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration
3. in Your custody or control for the purposes of being worked upon

#### **Obstructing Vehicles**

Notwithstanding Exception (4) of this Section Where any vehicle is causing an obstruction and interfering with the performance of the Business, We will indemnify You in respect of legal liability for accidental Injury or accidental loss of or damage to Property arising from the movement of such vehicle by You or any Employee with Your general consent or the application of a wheel clamp to the vehicle provided that

1. if such obstructing vehicle is being moved on a road within the meaning of the Road Traffic Acts, such use will be restricted solely to the minimum movement of the vehicle required to obtain access to or exit from the Policyholder's Premises
2. if a wheel clamp is attached to a vehicle a bold warning notice to this effect will be attached to the windscreen of such vehicle.

This Extension will not apply in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

#### **Overseas Personal Liability**

We will indemnify You and if You so request any of Your director's partners or Employees or spouse or civil partner of such person against claims first made during the Period of Insurance against You/them personally whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business This Extension will not apply to legal liability

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

#### **Exceptions to Public Liability Section**

The following Exceptions apply to this Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
3. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
  - a. which is licenced for road use
  - b. for which compulsory motor insurance or security is required
  - c. which is more specifically insured

Provided always that this exception will not apply in respect of

- a. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
  - b. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant
  - c. the use of any mechanically propelled motor vehicles or mobile plant solely as a tool of trade
- unless more specifically insured or unless compulsory motor insurance or security is required
4. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
  5. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in circumstances where a fee would normally be charged
  6. professional services rendered for which a fee is charged
  7. the Excess shown in the Schedule in respect of each and every Claim or Series of Claims
  8. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
    - a. food or drink sold or supplied for consumption by Your directors' partners Employees or visitors
    - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
  9. any liquidated damages fine or penalty
  10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages

## Products Liability Section

### Cover

We will indemnify You against Your legal liability to pay Loss and Defence Costs in respect of any Claim first made against you during the Period of Insurance arising from:

1. Injury to any person
2. loss of or damage to Property

caused by any Product Supplied and occurring within the Territorial Limits

but not in respect of any Loss incurred within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment award payment or settlement either in whole or in part) unless You have requested that there shall be no such limitation and have accepted the terms offered by us in granting such cover which offer, and acceptance must be signified by specific endorsement to this Policy

### Limit of Indemnity

Our liability for Loss payable in respect of any Claim or Series of Claims against You in the aggregate in any one Period of Insurance shall not exceed the Limit of Indemnity

Defence Costs payable under this Section will be paid in addition to the Limit of Indemnity except that in respect of any Claim brought in the United States of America, any territory within its jurisdiction or the Dominion of Canada the Limit of Indemnity shall be the maximum amount payable including Defence Costs

## Extensions to Products Liability Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Consumer Protection Act Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal Defence Costs incurred with Our 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

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and the Claim is first made during the Period of Insurance
2. We will not indemnify You in respect of
  - a. fines or penalties
  - b. costs and expenses insured by any other Policy
  - c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed the Limit of Indemnity

## Exceptions to Products Liability Section

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. any advice treatment design formula or specification provided by You or on Your behalf for a fee or in
4. circumstance where a fee would normally be charged
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
6. professional services rendered for which a separate fee is charged
7. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied or any part thereof caused by any defect therein

8. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort, any liquidated damages fine or penalty
9. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
10. any Product Supplied which is in Your custody or control
11. the Excess shown in the Schedule in respect of each and every Claim or Series of Claims

## Extensions to Public and Products Liability Sections

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Additional Persons Insured

We will indemnify

1. in the event of the death of any person entitled to indemnity under this Section the deceased's legal representatives but only in respect of legal liability incurred by such deceased person
2. at Your request
  - a. any of Your director's partners or Employees in respect of legal liability arising in connection with the Business provided that You would have been entitled to indemnity under these Sections if the Claim had been made against You
  - b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid
  - c. medical or ambulance services in their respective capabilities as such
  - d. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

### Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any Claim first made against You during the Period of Insurance, we will provide compensation to You up to a maximum of £250 per day on which attendance is required

### Contractual Liability and Indemnity to Principal

Notwithstanding the Liability under Contract or Agreement Exception We will indemnify You under the Public Liability Section in respect of Injury or loss of or Damage to Property as follows. To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
5. where indemnity is granted to any Principal, We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service or providing a Product Supplied where such party is responsible for setting out the terms of the contract or agreement

### **Corporate Manslaughter and Corporate Homicide Act 2007**

We will indemnify You in respect of legal Defence Costs incurred with Our written consent and costs awarded against You arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) first brought against You during the Period of Insurance as a result of a charge or investigations in connection with an offence committed or alleged to have been committed in the course of the Business under Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the Channel Islands or the Isle of Man provided that

1. Our liability under this Extension shall be limited to a maximum amount of £1,000,000 any one occurrence and in the aggregate in relation to all Claims first made during any one Period of Insurance
2. this Extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
3. We must give prior written consent to the appointment of any solicitor or counsel, acting on Your behalf
4. You shall immediately notify Us of receipt of any summons or other process, served upon You, which may give rise to proceedings arising from the cover under this Extension
5. before We consent to fund any appeal, advice must have been received from Counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by the Us shall be supplied by You.

We will not indemnify You if

1. You have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide
2. For any fines or penalties of any kind
3. Where You can obtain indemnity for the costs of defending a criminal proceeding in relation to corporate manslaughter or corporate homicide from any other source or insurance or where but for the existence of this Extension the Insured would have obtained indemnity from any other source or insurance.

### **Cross Liabilities**

If more than one insured is referred to in the Schedule, We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Loss together with Defence Costs does not exceed the Limit of Indemnity under any Sub-Section of this Section

### **Health and Safety at Work Costs**

We will indemnify You and at Your request any director partner or Employee in respect of legal Defence Costs with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) first brought against You or any other person insured under this Extension during the Period of Insurance as a result of an offence committed or alleged to have been committed in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed the Limit of Indemnity under any Sub-Section of this section

### **Terrorism**

Subject otherwise to the terms definitions exceptions provisions and conditions of this Policy We will indemnify You under the Public Liability Section and Products Liability Section against legal liability, Defence Costs directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed

in respect of or arising out of any one Claim £2,000,000 or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all Claims first made during the Period of Insurance



**Arch UK Regional Division**

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

Public and Products Liability Claims Made Policy Wording 2022 v1.0