
W.R. Berkley Insurance (Europe), Limited

PUBLIC & PRODUCTS LIABILITY INSURANCE

IMPORTANT NOTICE TO THE INSURED

This insurance is a legal contract. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice that appears overleaf.

NOTICE TO THE INSURED

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact ourselves at the following address:

Compliance Officer
W.R. Berkley Insurance (Europe), Limited
6th Floor
40 Lime Street
London
EC3M 7AW

If you are not satisfied with the way a complaint has been dealt with, you have the right to request that the Financial Ombudsman Service (“FOS”) review your case. Their address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

There are, however, some circumstances in which the FOS is not empowered to consider complaints.

If you contact the FOS in respect of any complaints, this will not affect any rights you have in law.

W.R. Berkley Insurance (Europe), Limited

Public & Products Liability Insurance

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PUBLIC & PRODUCTS LIABILITY INSURANCE

POLICY INFORMATION *(for information purposes [only] and does not form part of the Policy)*

This Policy has been prepared in accordance with your/your broker's instructions. Please read it carefully to ensure that it meets your requirements.

This Policy consists of

- (a) the Insuring Clause which explains the basis on which the cover is provided;
- (b) the Schedule which shows who is the Insured, the Business being covered and other Policy particulars such as the Period of Insurance, the Limits of Indemnity and certain amounts for which the Insured may be responsible;
- (c) the General Policy Definitions;
- (d) Sections 1 and 2 of the Policy which give precise details of the cover being provided;
- (e) the General Policy Extensions which extend the cover provided within the individual Sections;
- (f) the General Policy Exceptions and General Policy Conditions which incorporate terms that apply to the whole Policy;
- (g) any Endorsement(s) which might apply to the Policy or individual Sections and which incorporate cover amendments, extensions, limitations and such like.

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

Alterations in the cover required after issue of the Policy will be confirmed by separate Endorsement(s) which you should file with the Policy. You should refer to these Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

Your insurance broker will be able to provide any help or information that you might require.

INSURING CLAUSE

In consideration of the Insured having agreed to pay the premium shown in the Schedule and on the basis of any information provided in connection with the Proposal the Insurer will indemnify the Insured on and subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy against the events set out in the Sections operative (specified herein) and occurring in connection with the Business during the Period of Insurance or any subsequent period for which the Insurer agrees to accept payment of the Premium.

Each Section of the Policy the Schedule and any Endorsement(s) and the General Policy Definitions Conditions Exceptions and Extensions shall be read as one document.

Any word or expression given a specific meaning in

- a) the Schedule any Policy Endorsement(s) or this Insuring Clause and the General Policy Definitions Conditions Exceptions and Extensions shall have the same meaning throughout the Policy;
- b) an individual Section or any Section Endorsement(s) shall have only the same meaning throughout such Section or Section Endorsement(s).

The Proposal made by the Insured is the basis of and forms part of this Policy.

Schedule

Policy No :

Insured :

Address :

Business :

Period of Insurance : From: To:

Limit of Indemnity :

Section 1 – Public Liability

any one occurrence or series of occurrences arising out of any one cause

Section 2 – Products Liability

any one occurrence or series of occurrences arising out of any one cause and in all during the Period of Insurance

Excess :

Section 1 – Public Liability

Section 2 – Products Liability

Territorial Limits : Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

Conditions : As per Policy plus :-

Premium : **Minimum & Deposit**

Insurance Premium Tax :

Total Premium : (including Insurance Premium Tax)

Date(s) of Proposal(s) : This insurance is based on the Proposal(s) the dates of which is/are listed below and supporting documentation (if any) accompanying the Proposal(s)

**Notice of any claim or incident is
to be given to :**

**W.R. Berkley Insurance (Europe), Limited
6th Floor, 40 Lime Street
London EC3M 7AW**

**Tel : 020 7280 9000
Fax : 020 7280 9090**

INSURER'S PROPORTION

W.R. Berkley Insurance (Europe), Limited

.....%

Dated in London this day of

200

GENERAL POLICY DEFINITIONS (*applicable to the whole Policy wherever these words appear starting with a capital letter*)

Insured shall mean the person(s) or corporate body (ies) named as such in the Schedule of this Policy

Proposal shall mean any information provided by the Insured in the proposal form and/or in connection with this Policy and any declaration made in connection therewith

Business shall mean the Insured's business as described in the Schedule and shall include

- (a) the provision and management of catering social sports educational medical dental and welfare organisations for the benefit of the Insured's Employees and fire security first aid and ambulance services
- (b) the ownership repair maintenance and decoration of the Insured's premises
- (c) private work carried out by any Employee of the Insured (with the consent of the Insured) for any director partner or senior official of the Insured

Employee shall mean

- (a) any person under a contract of service or apprenticeship with the Insured
- (b) any labour master or labour only sub-contractor or person supplied or employed by them
- (c) any self-employed person
- (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by the Insured
- (e) any person engaged under a work experience government training or similar scheme

while working for the Insured in connection with the Business

Bodily Injury shall mean

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

but not defamation libel slander deceit or injurious falsehood discrimination harassment or advertising injury

Damage shall mean loss of or damage to

Property shall mean material and/or tangible property

Pollution or Contamination shall mean

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

Product Supplied shall mean any product or item (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by or through the Insured in the course of the Business in or from the Territorial Limits

Territorial Limits shall mean Great Britain Northern Ireland the Isle of Man and the Channel Islands

Excess shall mean the total amount payable by the Insured or any other person entitled to indemnity in respect of any Damage to Property arising out of any one occurrence or series of occurrences arising out of any one original source or cause before the Insurer shall be liable to make any payment

If any payment made by the Insurer shall include the amount for which the Insured or any other person entitled to indemnity is responsible such amount shall be repaid to the Insurer forthwith

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

Compensation shall mean all sums which the Insured shall be legally liable to pay as compensation other than fines or penalties punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

Principal shall mean any person employer firm company ministry or authority for whom the Insured is carrying out a contract or agreement for the performance of work

Period of Insurance shall mean the period specified in the Schedule and/or such other period(s) as may be agreed by the Insurer

Limit of Indemnity shall mean the limit as specified in the Schedule and is the maximum amount payable by the Insurer

Act of Terrorism means the actual or threatened

- (a) use of force or violence against persons or Property
- (b) commission of an act dangerous to human life or Property or
- (c) commission of an act that interferes with or disrupts an electronic or communication system

undertaken by any person or group whether or not acting on behalf of or in connection with any organisation government power authority or military force when any of the following applies

- (d) the reasonably apparent intent or effect is to intimidate or coerce a government or business or to disrupt any segment of the economy
- (e) the reasonably apparent intent or effect is to cause alarm fright fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments or
- (f) the reasonably apparent intent or effect is to further political ideological religious or cultural objectives or to express support for (or opposition to) a philosophy ideology religion or culture

Policy shall mean and include

- (a) all information provided to the Insurer as part of the Proposal for issuance renewal or amendment of or to the insurance set out in this document

- (b) all terms (including without limitation the Conditions and the Exceptions) and Limits of Indemnity set out in this document
- (c) the Schedule notices and other documents attaching from time to time
- (d) all endorsements incorporated in and issued from time to time for incorporation in this document all of which shall be read together and constitute the contract of insurance

Schedule shall mean the Schedule for the time being in force

Insurer shall mean W. R. Berkley Insurance (Europe), Limited

Section shall mean each individual section of this Policy

Endorsement shall mean any endorsement(s) which might apply to this Policy ("**Policy Endorsement**") or individual Section ("**Section Endorsement**") and which incorporate cover amendments, extensions, limitations and such like

Exceptions shall mean the General Policy Exceptions and the Section Exceptions

Extensions shall mean the General Policy Extensions and the Section Extensions

Conditions shall mean the General Policy Conditions

Premium shall mean the amount payable by the Insured specified as such in the Schedule

References in this Policy to any statute, statutory provision, directive of the Council of the European Union (whether issued jointly with any other person or under any other name) or other legislation include a reference to that statute statutory provision directive or legislation as amended extended consolidated or replaced from time to time (whether before or after the date of this Policy) and include any order regulation instrument or other subordinate legislation made under the relevant statute statutory provision directive or legislation

SECTION 1 – PUBLIC LIABILITY

The Cover

In the event of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) Obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

occurring during the Period of Insurance within the Territorial Limits and arising from and in the course of the Business the Insurer will indemnify the Insured in respect of Compensation arising out of such event

Limit of Indemnity

The liability of the Insurer for Compensation shall not exceed the amount stated as the Limit of Indemnity in the Schedule

Unless otherwise stated herein or endorsed hereon any costs and expenses in respect of which an indemnity is provided by this Section will be payable in addition to the Limit of Indemnity

Section Extensions

These Section Extensions are subject otherwise to the terms (including without limitation the Conditions and the Exceptions) of this Policy

1) Work Overseas

The indemnity provided by this Section shall extend to apply

- (a) within any member country of the European Union outside of the Territorial Limits where any person is temporarily engaged on the Business of the Insured and
- (b) elsewhere in the world where any person is on a temporary visit for the purpose of non-manual work on the Business of the Insured

Provided that such person is ordinarily resident within the Territorial Limits

2) Motor Vehicles

Section Exception 2) c) shall not apply to liability caused by or arising from

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

Provided that the Insurer shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- 2) for which indemnity is provided by any other insurance

3) Motor Contingent Liability

Notwithstanding Section Exception 2c) the Insurer will within the terms of this Section indemnify the Insured and no other for the purpose of this Section Extension in respect of liability for Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by the Insured) being used in the course of the Business

Provided that the Insurer shall not provide indemnity against liability

- (a) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
- (b) for which indemnity is provided by any other insurance
- (c) caused or arising whilst such vehicle or trailer is
 - (i) engaged in racing pace-making reliability trials or speed testing
 - (ii) being driven by the Insured
 - (iii) being driven with the general consent of the Insured or his representative by any person who to the knowledge of the Insured or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - (iv) used elsewhere than in the Territorial Limits

4) Movement of Obstructing Vehicles

Section Exception 2 (c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or by any Employee with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- (a) movements are limited to vehicles parked on or obstructing the Insured's premises or any site at which the Insured is working
- (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key
- (d) the Insurer shall not provide indemnity against liability
 - (i) in respect of Damage to such vehicle
 - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

5) Defective Premises Act

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

Provided that

the Insurer shall not provide indemnity against liability

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

6) Leased or Rented Premises

Section Exception 4) (b) shall not apply to liability for Damage to premises (including their fixtures and fittings) leased or rented to the Insured

Provided that the Insurer shall not provide indemnity against

- (a) Contractual Liability
- (b) the first GBP500 of each and every occurrence of Damage to Property caused other than by fire or explosion

7) Buildings Temporarily Occupied

Section Exception 4) (b) shall not apply to liability for Damage to buildings (including contents therein) which are not owned leased or rented by the Insured but are temporarily occupied by the Insured for the purpose of maintenance alteration extension installation or repair

8) Overseas Personal Liability

The Insurer will within the terms of this Section indemnify

- (a) the Insured or
- (b) at the request of the Insured
 - (i) any director partner or Employee of the Insured
 - (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of the Territorial Limits whilst on a temporary visit to such country in connection with the Business

Provided that

- 1) any person entitled to indemnity under this Section Extension shall as though they were the Insured be subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy insofar as they can apply

- 2) nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity regardless of the number of person claiming to be indemnified
- 3) the Insurer shall not provide indemnity against
 - (a) any Contractual Liability
 - (b) liability for which indemnity is provided by any other insurance
 - (c) liability in respect of Damage to Property belonging to or in the custody or under the control of any person entitled to indemnity under this Section Extension
 - (d) liability in respect of Bodily Injury to any person entitled to indemnity under this Section Extension
 - (e) liability caused by or arising from
 - (i) the ownership or occupation of land or buildings
 - (ii) the carrying on of any business profession trade or employment
 - (iii) the ownership possession or use of animals other than horses or domestic dogs or cats

9) Data Protection Act

The indemnity provided by this Section Extension shall extend to apply in respect of the Compensation for damages arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the Insured during the Period of Insurance

Provided that

- (a) the liability of the Insurer under this Section Extension for Compensation costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule notwithstanding anything stated in the said Schedule to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- (b) the Insured has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- (c) the Insurer shall not provide indemnity
 - (i) for 10% of each claim subject to a minimum of GBP500 and a maximum of GBP5,000
 - (ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (iii) the costs of replacing reinstating rectifying or erasing any personal data
 - (iv) against liability caused by or arising from any incident or circumstances known to the Insured at inception of this Policy which may give rise to a claim
 - (v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person

(vi) against Contractual Liability

(vii) against liability in respect of Bodily Injury or Damage to Property

Section Exceptions

The Insurer shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by the Insured in the Business
- 2) caused by or arising from the ownership possession or operation by or on behalf of the Insured of any
 - (a) airlines, aircraft, aerodromes, airports, and/or other aviation risks, spacecraft, launch sites and/or other space risks
 - (b) hovercraft or watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length
 - (c) mechanically propelled vehicle
 - (i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - (ii) where indemnity is provided by any other insurance
- 3) caused by or arising from any Product Supplied after it has ceased to be in the custody or under the control of the Insured or any Employee other than food or drink for consumption on the Insured's premises
- 4) in respect of Damage to Property
 - (a) belonging to the Insured
 - (b) in the custody or under the control of the Insured or any Employee other than personal effects (including vehicles and their contents) of any visitor director partner or Employee of the Insured
 - (c) being that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the Damage arises out of such work
- 5) for the Excess specified in the Schedule other than in respect of Damage to premises (including their fixtures and fittings) leased or rented to the Insured

SECTION 2 – PRODUCTS LIABILITY

The Cover

In the event of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by any Product Supplied, the Insurer will indemnify the Insured in respect of Compensation arising out of such event

Limit of Liability

The liability of the Insurer for Compensation shall not exceed the amount stated as the Limit of Indemnity in the Schedule

Unless otherwise stated herein or endorsed hereon any costs and expenses in respect of which an indemnity is provided by this Section will be payable in addition to the Limit of Indemnity

Section Extension

Subject otherwise to the terms (including without limitation the Conditions and the Exceptions) of this Policy, the Insurer will provide indemnity to the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- (b) the Insurer shall not provide indemnity in respect of
 - (i) fines or penalties of any kind
 - (ii) any circumstances for which indemnity is provided by any other insurance
 - (iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (iv) proceedings which arising out of any activity or risk excluded from this Policy
- (c) the director partner or Employee shall as though they were the Insured be subject to the terms (including without limitation the Conditions and the Exceptions) of this Policy insofar as they can apply

Section Exceptions

1) Recall, Repair or Replacement

The Insurer shall not provide indemnity against liability in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing rectifying reinstating or making any refund in respect of any Product Supplied caused by or arising from

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

2) Product Supplied under the Insured's Control

The Insurer shall not provide indemnity against liability caused by or arising from any Product Supplied whilst in the custody or under the control of the Insured or any Employee

3) Aviation and Aerospace Products

The Insurer shall not provide indemnity against liability caused by or arising from any Product Supplied which to the knowledge of the Insured is for

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

4) Overseas actions

The Insurer shall not provide indemnity against liability caused by or arising from any action brought against the Insured in any country not being a member of the European Union where the Insured has a branch or a parent or subsidiary company or is represented by a person or company holding the Insured's power of attorney

5) Export to USA or Canada

The Insurer shall not provide indemnity against liability caused by or arising from any Product Supplied which to the knowledge of the Insured is for use in or supply to the United States of America or Canada

6) Section Excess

The Insurer shall not provide indemnity against liability or the Excess specified in the Schedule

GENERAL POLICY EXTENSIONS (*applicable to the whole Policy except where indicated*)

These General Policy Extensions are subject otherwise to the terms (including without limitation the Conditions and the Exceptions) of this Policy

1) Claimants' Costs and Expenses

The Insurer will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity expressed in Sections 1 or 2 applies

2) Defence Costs and Expenses

The Insurer will provide indemnity in respect of all

- (a) costs incurred with the Insurer's written consent of legal representation at any
 - (i) coroner's inquest or other inquiry in respect of any death
 - (ii) proceedings in any court in respect of any act or omission causing or relating to any occurrence
- (b) other costs and expenses incurred with the Insurer's written consent in relation to any matter which may be the subject of indemnity under Sections 1 or 2

3) Health and Safety at Work Act

The Insurer will provide indemnity to the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of the Health and Safety at work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

provided always that

- (a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- (b) the Insurer shall not provide indemnity in respect of
 - (i) fines or penalties of any kind
 - (ii) any circumstances for which indemnity is provided by any other insurance
 - (iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this General Policy Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - (iv) proceedings which arise out of any activity or risk excluded from this Policy
 - (v) proceedings which related to the health safety or welfare of any Employee unless Section 1 is operative at the time when the offence was committed
 - (vi) proceedings which relate other than to the health safety or welfare of any Employees and other than to Products Supplied unless Section 2 is operative at the time when the offence was committed

6) Cross Liabilities

If the Insured comprises more than one party the Insurer will under Sections 1 and 2 provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them

Provided that nothing in this General Policy Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified

GENERAL POLICY EXCEPTIONS *(applicable to the whole Policy except where indicated)*

1. Radioactive Contamination

The Insurer shall not provide indemnity against any legal liability 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. War and Similar Risks

The Insurer shall not provide indemnity under Sections 1 or 2 in respect of any liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection Act of Terrorism or military or usurped power or confiscation or nationalisation or requisition or destruction of or Damage to Property by or under the order of any government or public authority or any action taken in controlling preventing suppressing or in any way relating to any of the above

3. Contractual Liability

The Insurer shall not provide indemnity

- (a) under Section 1 against Contractual Liability unless the sole conduct and control of claims is vested in the Insurer but the Insurer shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause
- (b) under Section 2 against Contractual Liability other than liability arising out of a condition or warranty of goods implied or imposed by statute

4. Pollution or Contamination

The Insurer shall not indemnify the Insured under Sections 1 or 2

- (a) for liability arising from Pollution or Contamination unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- (b) for the cost of removing nullifying or cleaning up seeping polluting or contaminating substances unless the Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance

provided always that

- (a) all Pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- (b) the liability of the Insurer for all Compensation under Sections 1 and 2 payable in respect of all Pollution or Contamination which is deemed to have occurred during Period of Insurance shall not exceed in the aggregate the Limit of Indemnity for Section 1 (or Section 2 if Section 1 is not operative)

5. Advice for a Fee

The Insurer shall not indemnify the Insured under Section 1 or 2 in respect of liability caused by or arising from advice design or specification provided by or professional services rendered by or on behalf of the Insured for a fee

6. Total Asbestos Exclusion

The Insurer shall not indemnify the Insured in respect of liability directly or indirectly arising out of resulting from in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity

7. Cyber Liability Exclusion

The Insurer shall not indemnify the Insured in respect of liability directly or indirectly arising out of

- (a) alteration of, or Damage to or
- (b) a reduction in functionality availability or operation of

a computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of the Insured's "e-activities"

For the purpose of this exclusion, "e-activities" means any use of or Business undertaken by the Insured or by any person persons partnership firm or company acting for or on behalf of the Insured in connection with electronic networks including the internet and private networks intranets extra-nets electronic mail worldwide web and similar medium

8. Jurisdiction

The Insurer shall not indemnify the Insured under this Policy in respect of any action for Compensation commenced by a third party in any court situated in any country other than within the Territorial Limits

GENERAL POLICY CONDITIONS (*applicable to the whole Policy except where indicated*)

1. Material Change

Any material change in the Business or any other act or omission on the part of the Insured which materially increases the exposure of risk of the Insurer under this Policy shall result in the Policy being cancelled *ab initio* unless such change act or omission has been agreed by the Insurer in writing

2. Premium Adjustment

If the Premium is based on estimates an accurate record containing all particulars relative thereto shall be kept by the Insured. The Insured shall at all times allow the Insurer to inspect such record and shall supply such particulars as the Insurer may require within one month from the expiry of the Period of Insurance and the Premium shall thereupon be adjusted by the Insurer from time to time. At the request of the Insurer the Insured shall supply an auditor's certificate in support of such particulars

If the Insured fails to supply such particulars within the period stated the Insurer shall be entitled to make a reasonable estimate of such particulars and adjust the Premium accordingly

3. Reasonable Care

The Insured shall take all reasonable care

- (a) to prevent any event which may give rise to a claim under this Policy
- (b) to maintain the premises plant and everything used in the Business in proper repair
- (c) in the selection and supervision of Employees
- (d) to comply with all statutory and other obligations and regulations imposed by any authority
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

4. Claims (Notice in Writing from the Insured)

The Insured or their legal personal representatives shall give notice in writing to the Insurer as soon as possible after any event which may give rise to liability under this Policy with full particulars of such event. Every claim notice letter or writ or process or other document served on the Insured shall be forwarded to the Insurer immediately on receipt. Notice in writing shall also be given immediately to the Insurer by the Insured of any impending prosecution inquest or fatal inquiry in connection with any such event

5. Claims (Conduct and Control)

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer

The Insurer shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or the settlement of any claim and to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise against all other parties or persons. The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the Insured and the Insured shall give all such information and assistance as the Insurer may require

6. Claims (Contribution)

If at the time of any event to which this Policy applies there is or but for the existence of this Policy there would be any other insurance covering the same liability the Insurer shall not be liable under this Policy except in respect of any Excess beyond the amount which would be payable under such other insurance had this Policy not been effected

7. Claims (Discharge of Liability)

The Insurer may at any time at its sole discretion under Sections 1 and 2 pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which the Insurer may be responsible incurred prior to such payment

provided always that

in the event of a claim or series of claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Insurer's liability under Sections 1 and 2 for costs and expenses shall not exceed an amount being in the same proportion as the Insurer's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims

8. Disputes

Any dispute concerning the interpretation of the terms of this Policy shall be resolved in accordance with the law and submit to the jurisdiction of the territory in which this Policy is issued

9. Conditions Precedent to Liability

The following conditions are precedent to liability under this Policy and if they are breached no cover will be provided under this Policy

- (a) the Insured must observe and fulfil the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured
- (b) the Insured must pay to the Insurer all Premiums due to the Insurer together with all taxes (including Insurance Premium Tax) due on the Premiums
- (c) all statements answers and information supplied to the Insurer by or on behalf of the Insured in connection with this Policy must be truthful and complete

10. Use of Heat

It is a condition precedent to the liability of the Insurer that when

- (a) electric oxy-acetylene or other welding of flame-cutting equipment blow lamps blow torches hot air guns hot air strippers angle grinders cutting discs or grinding wheels are used by the Insured or any Employee away from the Insured's premises the Insured shall ensure that
 - (i) all moveable combustible materials and Property are removed from the vicinity of the work
 - (ii) suitable portable fire extinguishing apparatus will be kept ready for immediate use as near as practicable to the scene of the work

- (iii) before heat is applied to any wall or partition or to any material built into or passing through a wall or partition an inspection will be made prior to commencement of each period of work to make certain that there are no combustible materials which may be ignited by direct or conducted heat on the other side of the wall or partition
 - (iv) they are lit as short a time as possible before use and extinguished immediately after use and that they are not left unattended whilst alight
 - (v) blow lamps are filled and gas or fuel cylinders or canisters are changed in the open
 - (vi) the area in which welding or flame-cutting equipment angle grinders cutting discs or grinding wheels is used will be screened by the use of blankets or screens of incombustible material
 - (vii) a fire safety check is made in the vicinity of the work on completion of each period of work
- (b) vessels for the heating of asphalt tar or bitumen are used by the Insured or any Employee away from the Insured's premises the Insured shall ensure that
- (i) each vessel will be kept in the open and not left unattended whilst heating is taking place
 - (ii) each vessel will be sited within a metal tray capable of containing the contents of the vessel
 - (iii) if used on a roof
 - (A) the metal tray within which each vessel is sited will contain water and will be placed upon a surface of sand or other heat absorbing material
 - (B) no more gas cylinders or canisters than are required for one day's work will be kept on the roof at any one time
 - (iv) all moveable combustible materials and Property are removed from the vicinity of the work and each vessel
 - (v) each vessel will be suitable for the purpose for which it is intended and be maintained and used strictly in accordance with the manufacturer's instructions
 - (vi) suitable portable fire extinguishing apparatus will be kept ready for immediate use as near as practicable to each vessel and the scene of the work
 - (vii) a fire safety check is made in the vicinity of the work on completion of each period of work.

11. Cancellation

The Insurer may cancel this Policy or any part thereof by giving 30 days notice by recorded delivery letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the Premium in respect of the unexpired Period of Insurance or if the Premium has been based wholly or partly upon estimates the Premium shall be adjusted in accordance with General Policy Condition 2 except that if a claim or incident has been notified in the current Period of Insurance no refund of Premium shall be made