



Liability by Yutree

Policy Wording

For any queries about your Policy, please contact your usual broker.

Yutree Underwriting is a trading name of Yutree Insurance Ltd which is authorised and regulated by the Financial Conduct Authority.

www.yutree.com or email **underwriting@yutree.com**

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Introduction

This **Policy** is underwritten by som at Lloyd's Limited Syndicate 5151, registered in England and Wales, Registration Number 6539650. Registered Office: 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB. Endurance at Lloyd's Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 486401.

You should check that this document and the **Schedule** meets **your** needs and that **you** understand them.

You should contact **your** broker, intermediary or agent if **you** have any questions about these documents.

This policy wording, the **Schedule** and any **Endorsements** should be read as if they were one document and, together, they represent the contract between **you** and **us**.

This document sets out what is and what is not covered and the **Schedule** shows the sections of cover operative.

You should ensure that this **Policy** is kept in a secure and safe place.

In consideration of the premium shown in the **Schedule**, **we** agree to indemnify **you**, to the extent provided in this **Policy** during the **Period of Insurance**.

Please read this **Policy** and **Schedule** carefully and pay particular attention to any **Endorsements** which have been added as failure to follow these may invalidate **your** claim or the **Policy** as a whole.

INSURANCE ACT CLAUSES

General

Unless otherwise indicated, no term of this insurance contract is intended to limit or affect the statutory rights or obligations of any of the parties to this contract under, and/or the effect of, Parts 2, 3, 4 or 5 of the Insurance Act 2015 (the “2015 Act”).

Any term of this insurance contract which would, but for this clause, put the **Insured** in a worse position as respects any of the matters provided for in Parts 2, 3 or 4 of the 2015 Act than it would be in by virtue of the provisions of those Parts is, to that extent, of no effect, unless the **Underwriter** has complied with the transparency requirements in Section 17 of the 2015 Act.

The **Insured** should ask the **Underwriters** or its broker for clarification of any matters which are not clear to it regarding the scope of disclosure required or the provisions of this insurance contract.

The duty of fair presentation

- (1) Before this insurance contract is entered into, the **Insured** must make a fair presentation of the risk to the **Underwriters**, in accordance with Section 3 of the Insurance Act 2015. In summary, the **Insured** must:
 - (a) Disclose to the **Underwriters** every material circumstance which the **Insured** knows or ought to know. Failing that, the **Insured** must give the **Underwriters** sufficient information to put a prudent **Underwriter** on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent **Underwriter** as to whether to accept the risk, or the terms of the insurance (including premium); and
 - (b) Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
 - (c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
- (2) For the purposes of clause (1)(a) above, the **Insured** is expected to know the following:
 - (a) If the **Insured** is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
 - (b) If the **Insured** is not an individual, what is known to anybody who is part of the **Insured's** senior management; or anybody who is responsible for arranging the **Insured's** insurance.
 - (c) Whether the **Insured** is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the **Insured**. The information may be held within the **Insured's** organisation, or by any third party (including but not limited to the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If the **Insured** is insuring subsidiaries, affiliates or other parties, the **Underwriters** expect that the **Insured** will have included them in its enquiries, and that the **Insured** will inform the **Underwriters** if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

Remedies for breach of the duty of fair presentation

- (1) If, prior to entering into this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Underwriters** are set out below.
 - (a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - (i) The **Underwriters** may avoid the contract, and refuse to pay all claims; and,
 - (ii) The **Underwriters** need not return any of the premiums paid.
 - (b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Underwriters** remedy shall depend upon what the **Underwriters** would have done if the **Insured** had complied with the duty of fair presentation:
 - (i) If the **Underwriters** would not have entered into the contract at all, the **Underwriters** may avoid the contract and refuse all claims, but must return the premiums paid.
 - (ii) If the **Underwriters** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Underwriters** so requires.
 - (iii) In addition, if the **Underwriters** would have entered into the contract, but would have charged a higher premium, the **Underwriters** may reduce proportionately the amount to be

paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Underwriters** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

- (2) If, prior to entering into a variation to this insurance contract, the **Insured** shall breach the duty of fair presentation, the remedies available to the **Underwriters** are set out below.
- (a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless:
- (i) The **Underwriters** may by notice to the **Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
 - (ii) The **Underwriters** need not return any of the premiums paid.
- (b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Underwriters** remedy shall depend upon what the **Underwriters** would have done if the **Insured** had complied with the duty of fair presentation:
- (i) If the **Underwriters** would not have agreed to the variation at all, the **Underwriters** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - (ii) If the **Underwriters** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Underwriters** so requires.
 - (iii) If the **Underwriters** would have increased the premium by more than it did or at all, then the **Underwriters** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Underwriters** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.
 - (iv) If the **Underwriters** would not have reduced the premium as much as it did or at all, then the **Underwriters** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Underwriters** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

Fraudulent claims clause

- (1) If the **Insured** makes a fraudulent claim under this insurance contract, the **Underwriters**:
- (a) Are not liable to pay the claim; and
 - (b) May recover from the **Insured** any sums paid by the **Underwriters** to the **Insured** in respect of the claim; and
 - (c) May by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
- (2) If the **Underwriters** exercises its right under clause (1)(c) above:
- (a) The **Underwriters** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Underwriters** liability under the insurance contract (such as the Occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
 - (b) The **Underwriters** need not return any of the premiums paid.

Fraudulent claims – group insurance

If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the **Underwriters** may exercise the rights set out in the Fraudulent claims clause above as if there were an individual insurance contract between the **Underwriters** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Terms not relevant to the actual loss

Where:

- (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Underwriters** cannot rely on the breach of such term to exclude, limit or discharge their liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Late payment of insurance claims

If the Insured makes a claim under this insurance contract, the Insurer must pay any sums due in respect of the claim within a reasonable time. A reasonable time includes a reasonable time to investigate and assess the claim.

COMPLAINTS PROCEDURE

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** wish to make a complaint, **you** can do so at any time by referring the matter to either the Complaints Department at Endurance at Lloyd's or the Complaints team at Lloyd's.

The address of Endurance at Lloyd's is:

The Compliance Department
Endurance at Lloyd's
1st Floor
2 Minster Court
Mincing Lane
London EC3R 7BB

By e-mail to:
complaints@sompo-intl.com

By Phone to:
+44 (0) 20 7337 2800

The address of the Complaints team at Lloyd's is:

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

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk.

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

CANCELLATION

You can cancel this **Policy** at any time by writing to **Your Broker**.

We can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language

Refund of Premium

If this **Policy** is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.

POLICY DEFINITIONS

The following definitions shall apply to this **Policy** and wherever these words appear within the wording in **bold** shall bear the same meaning throughout the **Policy** other than where specifically stated.

The following definitions shall mean:

Bodily Injury shall mean death bodily injury illness or disease false arrest false imprisonment or false eviction of or to any person mental injury mental anguish or nervous shock but not defamation

Broker shall mean the agent of intermediary who arranged this **Policy** for **You**

Business shall mean the **Insured's** business as described in the **Schedule** and includes:

- (a) ownership repair maintenance and decoration of the **Insured's** own property and premises occupied by the **Insured**
- (b) provision and management of canteen social sports educational and welfare organisations for the benefit of any **Employee** and first aid fire security and ambulance services
- (c) participation in exhibitions
- (d) private work undertaken by any **Employee** for any director partner or **Employee** of the **Insured** with the prior consent of the **Insured**

Defence Costs shall mean

- (a) costs fees and expenses incurred by the **Insured** in the defence or settlement of any third party claim against the **Insured** which may be the subject of indemnity under this **Policy** incurred with the written consent of **Underwriters**
- (b) costs fees and expenses incurred by the **Insured** in relation to any Coroner's inquest or other inquiry into a death incurred with the written consent of **Underwriters**

Employee (s) shall mean any

- (a) person under a contract of service or apprenticeship with the **Insured**
- (b) labour master or labour only sub-contractor or persons supplied or employed by a labour master
- (c) labour only sub-contractors
- (d) self employed person
- (e) person hired to or borrowed by the **Insured**
- (f) person undertaking study or work experience
- (g) voluntary helpers and persons being assessed for employment whilst working under the direct control and direction of the **Insured** in connection with the **Business**

Endorsement(s) shall mean any endorsements issued by **us**, attached to and expressly intended to form part of this **Policy**

Excess shall mean the amount of **your** retained liability as stated in the **Schedule**

Financial Loss shall mean a pecuniary loss, cost or expense sustained by any third party resulting from

- (a) the defective or harmful condition of the **Products** or their failure to perform the function for which they were supplied or
- (b) nuisance trespass stoppage of or interference with any easement right of air light water or way not caused by the **Products**

Limit of Indemnity shall mean the limit applicable as stated in the **Schedule**

Occurrence (s) shall mean an accident or event including continuous or repeated injurious exposure to substantially the same general conditions which results during the **Period of Insurance** in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**

Offshore shall mean from the time an **Employee** embarks onto a conveyance at the point of final departure to any offshore installation including but not limited to any offshore rig platform or support vessel until the **Employee** disembarks onto land upon their return

Period of Insurance shall mean the period stated in the **Schedule**

Policy shall mean this **Policy** wording, the **Schedule**, and **Endorsements** and any other documents expressly incorporated into this **Policy**.

Pollution shall mean pollution or contamination of the atmosphere or of any water land or other tangible property

Product (or **Products** where applicable) shall mean goods (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied distributed altered constructed erected repaired serviced designed tested installed or processed by or on behalf of the **Insured** and which are not in the possession of the **Insured** at the time of the **Occurrence**

Property Damage shall mean accidental damage to loss of or destruction of material property

Proposal shall mean information provided by **you** in connection with this **Policy** whether by means of formal **Proposal** or otherwise

Punitive Damages shall mean damages that punish the person they are awarded against, as well as compensate the person they are awarded to

Schedule shall mean the schedule attached to and forming part of this **Policy**

Territorial Limits shall mean anywhere in the world excluding the United States of America and/or Canada and/or their respective possessions or protectorates

We/Our/Us/Underwriters(s) shall mean Endurance at Lloyd's

You/Your/Insured(s) shall mean

- (a) the person, persons or corporate body named in the **Schedule**;
- (b) **Your** subsidiary companies notified to and expressly accepted in writing by **us** as covered under this **Policy**;

Provided that the number of parties claiming an indemnity will in no way operate to increase the applicable **Limit of Indemnity** or any other limit under this **Policy**

CLAIMS CONDITION

The **Insured** shall give to the **Underwriters** written notice as soon as reasonably possible after becoming aware of any claim or circumstances which may give rise to a claim with full particulars of the claim or circumstances which may give rise to a claim. This notification must be within 30 days of becoming aware of any circumstances which may give rise to a claim. Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Company without undue delay on receipt and in any event no later than 14 days after receipt.

Written notice shall also be given without undue delay by the **Insured** to the **Underwriters** immediately the **Insured** shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this **Policy**.

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 **Underwriters** which shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute any claim in the name of the **Insured** for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall give all such assistance as the **Underwriters** may reasonably require.

The **Underwriters** may at any time pay to the **Insured** in connection with any claim or series of claims under this **Policy** to which a **Limit of Indemnity** applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Underwriters** shall relinquish the conduct and control of and be under no further liability in connection with such claims

However if the **Underwriters** exercise the above option and the amount required to dispose of any claim exceeds the **Limit of Indemnity** and such excess amount is insured either in whole or in part with **Defence Costs** payable in addition to the **Limit of Indemnity** under this **Policy** then **Underwriters** will also contribute such proportion of subsequent **Defence Costs** incurred with **Underwriters** consent

In The Event Of A Claim

For first notification of a claim or an event which could give rise to a claim please e-mail Sompo@questgates.co.uk or dial 0121 4110533.

Questgates address for written correspondence is:

Corporate Claims Solutions
Questgates Ltd
11a The Wharf
Bridge Street
Birmingham
B1 2JS

Financial Services Compensation Scheme (FSCS)

Lloyd's Underwriters are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's Underwriter is unable to meet its obligations to you under this insurance.

If you are entitled to compensation under the Scheme, the level of extent of the compensation will depend on the nature of this insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

GENERAL CONDITIONS

Policy Interpretation

The **Policy** and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or the **Schedule** shall bear such specific meaning wherever it may appear

Headings in this **Policy** are included for convenience only and do not affect its construction

Proposal

Any **Proposal** and declaration and representations made by the **Insured** shall form the basis of this contract of insurance and is deemed to be incorporated herein.

Upon receipt of this **Policy** the **Insured** agrees that it has been issued upon the truth of his **Proposal** and declarations and representations made to the **Underwriters** or any of its agents relating to this Insurance

Observance

The due observance and fulfilment of the terms conditions and **Endorsements** of this **Policy** insofar they relate to anything to be done or complied with by the **Insured** shall be a condition to **Underwriters** liability to make any payment under this **Policy**

In addition to the above the **Insured** shall check the credentials of the **Employees** it engages and take reasonable precautions to prevent any event which may give rise to liability under this **Policy** and at the **Insured's** own expense maintain all buildings furnishings ways works machinery plant and vehicles in sound condition and as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require

Other Insurance

The insurance afforded by this **Policy** is excess over and reduced by any other valid and collectable insurance available to the **Insured**. Valid and collectable insurance includes any self insurance plan which would be applicable to the loss

Disputes

This **Policy** and any **Endorsements** thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all necessary requirements to give such courts jurisdiction

Premium Adjustment

If any part of the Premium is based on estimates furnished by the **Insured** the **Insured** shall keep an accurate record containing all relative particulars and shall allow the **Underwriters** to inspect such record and within two months of the expiry of the **Period of Insurance** the **Insured** shall furnish the actual values and the premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured** subject to the retention by the **Underwriters** of any minimum premium. This requirement may be waived by the **Underwriters** subject to renewal of this **Policy** for a further **Period of Insurance**

The **Underwriters** reserve the right to request that the **Insured** supplies an auditor's certificate with such calculations that are the subject of adjustment under this **Policy** attesting the accuracy thereof

Contracts (Rights of Third Parties) Act 1999

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

Premium Payment

It is a condition that all Premiums due to **Underwriters** under this **Policy** are paid within 60 days from Inception.

Data Protection Notice

We have collected and may continue to collect certain information about individuals within or connected to **your** company and any subsidiaries ("data subjects") in the course of conducting **our** relationship with **you**. This information will be processed for the purpose of underwriting **your** insurance coverage, managing the **Policy**, providing risk management advice and administering claims. **We** may pass the information to **our**, legal advisers, loss adjusters or agents for these and other purposes. This may involve its transfer to countries which do not have data protection laws. Some of the information **We** collect may be classified as 'sensitive' — that is, information about disciplinary proceedings, convictions, sentences or alleged criminal activities.

Data subjects have a right of access to, and correction of, information that **We** hold about them. If they would like to exercise either of these rights, they should contact the Compliance Officer at Endurance at Lloyd's

Sanction Limitation & Exclusion Clause

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re) insurer to any sanction, prohibition or restriction under United Nations resolutions of the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL EXCLUSIONS

The **Policy** does not provide indemnity in respect of liability

- (1) arising from or in connection with any
 - (a) **Product** supplied by the **Insured**
 - (b) contract work executed by the **Insured**

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

- (2) for any **Bodily Injury Property Damage** cost or expense or **Defence Costs** arising from any obligation to defend any claim or suit against the **Insured** alleging liability of whatsoever nature directly or indirectly caused by or resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (a) war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military usurped power conspiracy confiscation commandeering requisition or destruction or damage by order of any government de jure or de facto or by any public authority or
 - (b) any act of terrorism

For the purpose of this Exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or international governmental organisation and/or to put the public or any section of the public in fear

This Exclusion also excludes **Bodily Injury Property Damage** cost or expense or **Defence Costs** arising from any obligation to defend any claim or suit against the **Insured** alleging liability of whatsoever nature directly or indirectly caused by or resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to (a) and/or (b) above

If the **Underwriters** allege that by reason of this Exclusion any **Bodily Injury Property Damage** cost or expense **Defence Costs** or arising from any obligation to defend any claim or suit against the **Insured** alleging liability is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

- (3) arising out of or in connection with
 - (a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by **Employees** in the direct service of the **Insured** when such work forms an ancillary part of a contract for construction alteration or repair carried out by the **Insured**
 - (b) the construction alteration or repair of bridges towers steeples spires pylons chimney shafts viaducts or dams
 - (c) underpinning pile driving quarrying tunnelling mines ships or blast furnaces
 - (d) the use of explosives for any purpose other than in respect of 'Hilti Guns' or similar equipment which operate by use of a small explosive charge
 - (e) any work on or in
 - (i) docks harbours or railways
 - (ii) chemical or petrochemical works oil or gas refineries or storage facilities
 - (iii) power stations or nuclear power stations

- (f) the erection striking or alteration of scaffolding equipment for any purpose unless the business description of the **Insured** in the **Schedule** and/or on which description this insurance was issued expressly acknowledges scaffolding and related activities
- (4) directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation 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

but as concerns Section A this Exclusion will only apply where such legal liability is

- (i) that of any principal
- (ii) accepted under agreement and would not have attached in the absence of such agreement
- (5) arising out of or in connection with **Property Damage** to data documents information or records stored on computer or media systems and/or distortion or erasure howsoever caused
 - (a) malicious acts of any person carried out by electronic means
 - (b) defamation or harassment carried out by electronic means

but this exclusion shall not apply in respect of liability for any ensuing accidental **Bodily Injury** (save for mental injury or mental anguish or nervous shock) or accidental damage which is not otherwise excluded

- (6) for the **Excess** stated in the **Schedule** in respect of the first amount of each claim or series of claims arising out of one originating cause

(For the avoidance of doubt any reference to heat in the **Excess** specified in the **Schedule** shall mean use by the **Insured** or persons acting on behalf of the **Insured** of any oxy-acetylene or electric welding or cutting/grinding equipment or any blow lamp or blow torch away from their own premises)

- (7)
 - (a) directly or indirectly caused by or alleged to be caused by or contributed to in whole or in part by or arising from the existence of or exposure to asbestos and/or any asbestos containing materials
 - (b) arising from any obligation to defend any claim or suit against the **Insured** alleging liability as detailed in Exclusion 7 (a) above nor to **Underwriters'** liabilities for **Defence Costs** arising therefrom

SECTION A EMPLOYERS LIABILITY

Cover

To indemnify the **Insured** for all sums which the **Insured** becomes legally liable to pay as damages (including claimants' costs fees and expenses) and **Defence Costs** in respect of **Bodily Injury** sustained by an **Employee** arising out of and in the course of his/her employment by or under a contract of service with the **Insured** occurring within the **Territorial Limits** and caused during the **Period of Insurance** in connection with the **Business** of the **Insured**

Limits of Indemnity

Underwriters' liability to pay damages (including claimants' costs fees and expenses) and **Defence Costs** shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence** or series of **Occurrences** arising out of one originating cause

Special Provision

Subject otherwise to the terms conditions and exclusions of the **Policy** General Exclusion 2 (b) terrorism and General Exclusion 7 asbestos shall not apply and indemnity shall continue to operate to the extent provided for as follows:

The insurance provided under Section A Employers' Liability where operative shall continue to satisfy the requirements of the relevant law applicable in Great Britain Northern Ireland the Isle of Man the Island of Guernsey the Island of Jersey or the Island of Alderney or where so extended to **Offshore** installations in any waters outside the United Kingdom to which the Employers' Liability (Compulsory Insurance) Act 1969 or any amending primary legislation applies

Provided that the **Limit of Indemnity** in this respect shall be reduced to £5,000,000 any one **Occurrence** or all **Occurrences** of a series consequent on or attributable to one source or original cause inclusive of all claimants' costs fees expenses and **Defence Costs** and not for the amount stated in the **Schedule**

Section A Exclusions

This Section does not provide any indemnity in respect of any liability

- (i) for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation
- (ii) relating to any wrongful or unfair dismissal denial of natural justice misleading representation or advertising harassment including sexual harassment or discrimination directly related to employment by the **Insured**
- (iii) medical expenses repatriation costs or Workmen's Compensation Act benefits during visits by any **Employee** incurred outside Great Britain, Northern Ireland the Isle of Man or the Channel Islands

Clauses

Indemnity to Principals

As far as is necessary to meet the requirements of any contract or agreement entered into by the **Insured** with any Principal the **Underwriters** will treat the Principal as though he were also the **Insured** but only in respect of liability (as provided for herein) arising out of the performance of such contract by the **Insured** in connection with the **Business** provided that the Principal shall observe fulfil and be subject to the terms of this **Policy** insofar as they apply

Health and Safety at Work

Underwriters will indemnify the **Insured** and any director or partner of the **Insured** or **Employee** in respect of **Defence Costs** incurred with **Underwriters** 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 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Provided that

- (a) the proceedings relate to
 - (i) the health safety and welfare of any **Employee**
 - and
 - (ii) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Insured's Business**
- (b) **Underwriters** shall not be liable
 - (i) for fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) in respect of proceedings consequent upon any deliberate act or omission

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **Employee** or the personal representative of any **Employee** in respect of **Bodily Injury** to such **Employee** and caused during the **Period of Insurance** against any company or individual operating within premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in those territories and remaining unsatisfied in whole or in part six months after the date of such judgement the **Underwriters** will at the request of the **Insured** pay to such **Employee** the amount of any such damages and any awarded costs to the extent they remain unsatisfied

Provided always that

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Clause the **Employee** or the personal representative of the **Employee** shall assign any such damages and any awarded costs to the **Underwriters**

Contractual liability

Where any contract or agreement entered into by the **Insured** so requires the **Underwriters** will indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement but only so far as concerns liability as defined in this insured section to **Employees** of the **Insured** provided that the terms and conditions of this insurance will apply as far as may be practicable.

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of **Underwriters** in connection with a third party claim in respect of which the **Insured** is entitled to indemnity under this **Policy** **Underwriters** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- | | | |
|-----|---|------|
| (a) | any director or partner of the Insured | £250 |
| (b) | any Employee | £150 |

Manslaughter – Corporate Extension

Underwriters will indemnify the **Insured** in respect of **Defence Costs** incurred with **Underwriters** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of an alleged offence of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007

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 **Insured's Business**
- (b) **Underwriters** shall not be liable for
 - (i) fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) in respect of proceedings consequent upon any deliberate act or omission

SECTION B PUBLIC AND PRODUCTS LIABILITY

Cover

To indemnify the **Insured** for all sums that the **Insured** becomes legally liable to pay as damages (including claimants' costs fees and expenses) and **Defence Costs** in respect of accidental

- (a) **Bodily Injury** to any person
- (b) **Property Damage**
- (c) nuisance trespass obstruction or interference with any easement right of light or air or water or way

arising out of an **Occurrence** within the **Territorial Limits** during the **Period of Insurance** in connection with the **Business** of the **Insured**

Limits of Indemnity

Underwriters liability to pay damages (including claimants' costs fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence** or series of **Occurrences** arising out of one originating cause

Defence Costs will be payable in addition to the **Limits of Indemnity** except where such payments are made in connection with proceedings

- (a) in the United States of America or Canada (or their respective possessions or protectorates) or
- b) anywhere in the world to enforce judgments or awards obtained in the United States of America or Canada (or their respective possessions or protectorates)

when the **Limit of Indemnity** shall be inclusive of **Defence Costs**

Section B Exclusions

This Section does not provide indemnity in respect of liability

- (a) for **Bodily Injury** sustained by an **Employee** where such **Bodily Injury** arises out of the **Business**
- (b) for damage to property owned leased or hired by or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care custody and control other than
 - (i) **Employees'** and visitors' clothing and personal effects
 - (ii) premises (including contents thereof) not owned nor rented by the **Insured** but temporarily occupied by them for the purpose of work therein or thereon
 - (iii) premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement
- (c) arising out of the ownership possession or use by or on behalf of the **Insured** of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability
 - (i) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
 - (ii) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
 - (iii) for damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
 - (iv) arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

- (d) arising out of the ownership or operation by or on behalf of the **Insured** of any
 - (i) waterborne craft or vessel other than those used for business entertainment and not exceeding 75 feet in length
 - (ii) hovercraft
 - (iii) aircraft or other aerial device
- (e) arising out of fines penalties aggravated damages liquidated damages **Punitive Damages** exemplary damages or performance warranties
- (f) for **Property Damage** to any **Product** caused by any defect therein or unsuitability thereof to fulfil its intended purpose
- (g) for the costs of recall removal repair alteration replacement or reinstatement of any **Product** necessitated by any defect therein or the unsuitability thereof to fulfil its intended purpose
- (h) for **Property Damage** to cables pipes or other services located underground unless the **Insured** has
 - (i) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site)
 - (ii) retained a written record of the measures which were taken to locate such cables pipes or other services
 - (iii) conveyed the location of such cables pipes and services to **Employees** or others who are carrying out such work on behalf of the **Insured**
- (i) arising out of or in connection with advice, design or specification given by the **Insured** for a fee
- (j) for pure **Financial Loss** not consequent upon **Bodily Injury** or **Property Damage** other than as specified in Section B Sub-section 1 Financial Loss
- (k) assumed by the **Insured** by agreement unless such liability would have attached in the absence of such agreement
- (l) arising out of passing off or infringement of patent copyright trade mark or trade name
- (m) arising directly or indirectly out of or alleged to have arisen from any wrongful act of directors or officers of the **Insured** in the discharge or performance of their duties as such other than claims for damages or compensation and claimants costs and expenses consequent upon **Bodily Injury** or **Property Damage**

For the purpose of this exclusion wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties individually or collectively or any matter claimed against them solely by reason of their being directors or officers of the **Insured**

- (n) arising out of or in connection with any **Product** which to the knowledge of the **Insured** is intended for incorporation into the structure machinery or controls of any aircraft or other aerial device other than such **Product** which is not
 - (i) safety critical to or
 - (ii) connected with the airworthiness of the aircraft or aerial device

- (o) arising out of **Pollution** other than 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**; or as detailed in Section B Environmental Statutory Liability Clause

All **Pollution** which arises out of one incident shall be deemed to have occurred at the time such incident takes place

Clauses

Indemnity to Principals

As far as is necessary to meet the requirements of any contract or agreement entered into by the **Insured** with any Principal the **Underwriters** will treat the Principal as though he were also the **Insured** but only in respect of liability (as provided for herein) arising out of the performance of such contract by the **Insured** in connection with the **Business** provided that the Principal shall observe fulfil and be subject to the terms of this **Policy** insofar as they apply

Cross Liabilities

Where there is more than one **Insured** this **Policy** shall apply to each **Insured** as though a separate **Policy** had been issued to each provided always that the total liability of the **Underwriters** shall not exceed the **Limits of Indemnity**

Overseas Personal Liability

The **Underwriters** will indemnify the **Insured** and any director partner or **Employee** of the **Insured** or their dependants travelling with them against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Isle of Man or the Channel Islands in connection with the **Business**

The **Underwriters** shall not be liable

- (a) for **Occurrences** arising out of the ownership or occupation of land or buildings
- (b) where indemnity is provided by other insurance

Health and Safety at Work

The **Underwriters** will indemnify the **Insured** and any director or partner of the **Insured** or **Employee** in respect of **Defence Costs** incurred with the **Underwriters** 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 the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

Provided that

- (a) the proceedings relate to
 - (i) the health safety and welfare of any person other than an **Employee** and
 - (ii) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Insured's Business**
- (b) the indemnity will not apply
 - (i) to fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) to proceedings consequent upon any deliberate act or omission

Consumer Protection Act and Food Safety Act

The **Underwriters** will indemnify the **Insured** and any director partner or **Employee** of the **Insured** in respect of **Defence Costs** incurred with the **Underwriters** 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 11 of the Consumer Protection Act 1987 or Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990

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 **Insured's Business**
- (b) the **Underwriters** will not provide indemnity
 - (i) for fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) in respect of proceedings consequent upon any deliberate act or omission

Defective Premises Act

This **Policy** includes legal liability incurred by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975

Provided always that the **Underwriters** shall not be liable for **Occurrences** in respect of the cost of remedying any defect or alleged defect in premises disposed of by the **Insured**

Contingent Motor Liability

Notwithstanding Section B Exclusion (c) (iv) the **Underwriters** will provide indemnity to the **Insured** against legal liability arising out of the use in the course of the **Business** of any motor vehicle not the property of nor leased, hired or provided by the **Insured** for use in connection with the **Business**. Leased or hired vehicles for longer than 30days are not covered under this policy.

The indemnity will not apply to legal liability

- (a) In respect of **Property Damage** to such vehicle
- (b) In respect of which the **Insured** is entitled to indemnity under any other insurance
- (c) arising from the use of any vehicle outside the United Kingdom, Northern Ireland, the Isle of Man and the Channel Islands
- (d) for **Bodily Injury** or **Property Damage** arising while such vehicle is being driven by the **Insured**
- (e) liability arising from circumstances in which it is compulsory for the **Insured** to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation.

Damage to Leased or Rented Premises

Section B Exclusion (b) shall not apply to **Property Damage** to premises (and/or fixtures and fittings thereof) leased or rented to the **Insured**

Provided that this Clause shall not apply in respect of

- (a) liability which attaches solely by virtue of a contract and/or agreement and/or assumed under any tenancy
- (b) the first £250 of each and every **Occurrence** caused otherwise than by fire or explosion
- (c) **Property Damage** to any such premises which is insured under any property or fire insurance policy arranged by the **Insured** or under which the **Insured** is entitled to indemnity in respect of such **Property Damage**

Data Protection Act

The **Underwriters** will indemnify the **Insured** and any director partner or **Employee** of the **Insured** in respect of liability for damages (including claimants' costs fees and expenses) and **Defence Costs** arising as a result of any claim or claims made against the **Insured** during the **Period of Insurance** for damage and distress by virtue of Sections 22 and 23 of the Data Protection Act 1984 or Section 13 of the Data Protection Act 1998

Provided that

- (a) the liability arises from data for which the **Insured** is registered under the Act
- (b) the **Insured** is not in business as a Computer Bureau
- (c) the **Insured** do not supply data for a fee other than to a data subject
- (d) the **Underwriters** will not provide an indemnity against any claim or claims made by or on behalf of any director or **Employee** of the **Insured** in connection with employment in the **Business**

This clause will not apply in respect of

- (i) fines or penalties of any kind
- (ii) the costs of replacing reinstating rectifying or erasing or blocking or destroying any personal data
- (iii) where indemnity is provided by any other insurance
- (iv) proceedings consequent upon any deliberate act or omission

Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of **Underwriters** in connection with a third party claim in respect of which the **Insured** is entitled to indemnity under this **Policy** **Underwriters** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- | | | |
|-----|---|------|
| (a) | any director or partner of the Insured | £250 |
| (b) | any Employee | £150 |

Manslaughter – Corporate Extension

Underwriters will indemnify the **Insured** in respect of **Defence Costs** incurred with **Underwriters** written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of an alleged offence of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007

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 **Insured's Business**
- (b) **Underwriters** shall not be liable
 - (i) for fines or penalties of any kind
 - (ii) where indemnity is provided by any other insurance
 - (iii) in respect of proceedings consequent upon any deliberate act or omission

Environmental Statutory Liability

The insurance provided by this insured section is extended to indemnify the **Insured** for all sums, including statutory debts, that the **Insured** is legally liable to pay or legally obliged to incur for remediation in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument, provided that:

- (a) liability arises from **Pollution** occurring during the course of business, within a state of the European Union and is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **Period of Insurance**;
- (b) the insurance by this extension excludes and does not cover any sum incurred in respect of:
 - i) preventative costs for prevention of imminent threat of environmental damage;
 - ii) primary, complementary or compensatory remediation for damage;

- (iii) the removal of any significant risk of an adverse effect on human health; to or on the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **Insured's** care, custody or control;
- (c) the insurance by this extension excludes and does not cover any sum incurred in achieving any improvement or alteration in the condition of the land, the atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time remediation commences; and
- (d) the total amount payable by the **Underwriters** inclusive of all **Defence Costs** for any one **Occurrence** or in the aggregate during any one **Period of Insurance** shall not exceed £1,000,000 in the aggregate for any one **Period of Insurance** including any **Defence Costs**. This limit is included within is part of and not in addition to the **Limit of Indemnity** as stated in the **Schedule**

and provided also that the exclusion in proviso b) i) above shall not apply to preventative costs that are incurred with the **Underwriters** written consent that must be obtained prior to each claim, where a **Pollution** event is taking place or has occurred and such preventative costs relate solely to halt or limit further **Pollution** to third party property except that nothing in this clause shall imply that the **Underwriters** will indemnify the **Insured** for preventative costs relating to the **Insured's** own land, premises or watercourse or body of water.

Contractual liability

Where any contract or agreement entered into by the **Insured** so requires the **Underwriters** will indemnify the **Insured** against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement but only so far as concerns liability as defined in this insured section to **Employees** of the **Insured** provided that the terms and conditions of this insurance will apply as far may be practicable.

CDM Regulations

The indemnity provided by this **Policy** includes liability arising out of contracts where the **Insured's** duties extend to include being appointed as planning supervisor within the terms of the Construction (Design & Management) Regulations 2015 provided that the **Insured** is also appointed as principal contractor

Housing Grants, Construction and Regeneration Act, 1996

The indemnity granted by this **Policy** is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that as a condition to **Underwriters'** liability under this **Policy** the **Insured** complies with Conditions a) and b) as follows

(a) Policy Conditions

The **Insured** shall

- (i) notify **Underwriters** no later than two working days after either receipt by the **Insured** of any notice of intention to refer a dispute to adjudication ("notice of adjudication") or of the service by the **Insured** of any notice of adjudication in circumstances which will lead to or are likely to lead to a claim being made against the **Insured** (whether under a process of adjudication or otherwise)
- (ii) promptly forward to **Underwriters** all information relating to any dispute referred to adjudication including copies of all documentation made available to the **Insured** or subsequently by the **Insured** to the adjudicator
- (iii) allow the **Underwriters** to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as they deem appropriate and provide such assistance as the **Underwriters** may reasonably require
- (iv) meet any request direction or timetable of the adjudicator
- (v) satisfy the **Underwriters** that any dispute referred to adjudication is or would be the subject of indemnity under this **Policy** and that the decision reached by the adjudicator represents the award against the **Insured** of a payment of money by the **Insured** which constitutes compensatory Damages which form the subject of such indemnity

- (vi) not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the **Underwriters**
- (vii) in the event of a decision reached by the adjudicator that such an award as described in v) is payable give the **Underwriters** every assistance in instituting legal proceedings (or arbitration if applicable in accordance with the **Insured's** contract) in order to challenge reopen stay the enforcement of or overturn such adjudicator's decision or otherwise to recover such award if the **Underwriters** deem it appropriate

The **Underwriters** shall have sole conduct of all such proceedings

(b) Conditions relating to contracts

Any provisions relating to adjudications pursuant to the Act in any contract entered into by the **Insured** shall

- (i) provide that the adjudicator must be independent of the parties to the contract
- (ii) not allow for any decision of the adjudicator to be binding or to determine any dispute finally
- (iii) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations
- (iv) not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication
- (v) not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act)

Any dispute or difference arising hereunder between the **Insured** and the **Underwriters** shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council

The **Underwriters** agree to pay the costs of such referral except where indemnity has been denied by the **Underwriters** and the QC upholds such decision

SECTION B Sub-section 1 - Financial Loss

Cover

The **Underwriters** will indemnify the **Insured** by this extension against their legal liability to pay damages (including claimants' costs fees and expenses) and **Defence Costs** from any **Occurrence** or **Occurrences** arising solely by reason of **Financial Loss** first made against the **Insured** and notified to the **Underwriters** during the **Period of Insurance** in connection with the **Business**.

Limit of Indemnity

The **Limit of Indemnity** provided for by this Sub-section of Section B is included within is part of and not in addition to the **Limit of Indemnity** as stated in the **Schedule** and in any event is limited to £100,000 in the aggregate for any one **Period of Insurance** including any **Defence Costs**

Exclusions

This Extension does not cover liability for

- (a) **Occurrences** arising by virtue of a contract or agreement and which would not have arisen in the absence of such a contract or agreement.
- (b) **Occurrences** in respect of **Bodily Injury** or **Property Damage** as defined within the **Policy**
- (c) **Occurrences** where the **Occurrence** giving rise to **Financial Loss** occurred or is alleged to have occurred
 - (i) Prior to the Retroactive Date of this Extension unless agreed by the **Underwriters** which offer and acceptance must be signified by specific **Endorsement** to this Extension
 - (ii) Outside Great Britain Northern Ireland the Isle of Man or the Channel Islands
- (d) **Occurrences** where the legal action or litigation is brought in a Court of Law outside the territories specified in (ii) above or where action or litigation is brought in a Court of Law within those territories to enforce a foreign judgement whether in whole or in part
- (e) The cost of recall removal repair alteration replacement or reinstatement of any **Product** supplied structure erected or contract work executed by the **Insured** or of any commodity article or thing in which such **Product** structure or work is incorporated
- (f) **Occurrences** arising out of the insolvency of the **Insured** or in respect of **Financial Loss** sustained by shareholders stockholders or **Employees** of the **Insured** in their capacities as such
- (g) **Occurrences** arising out of or in connection with advice design consultancy specification formulae or supervision given or undertaken solely for fee
- (h) **Occurrences** arising out of any act of fraud dishonesty deceit or injurious falsehood or passing off or infringement of patent copyright trademark or trade name
- (i) **Occurrences** arising out of the deliberate conscious or intentional disregard by the **Insured's** management of the need to take reasonable steps to prevent **Financial Loss**
- (j) **Occurrences** for any fines penalties statutory payments liquidated damages or performance warranties
- (k) the first £2,500 or 10% (whichever is the greater) of each and every loss
- (l) so far as concerns this Extension exclusions applicable to Section B shall apply and the words "**Property Damage**" wherever used in any of the Exclusions shall be deemed to read "**Property Damage or Financial Loss**"