

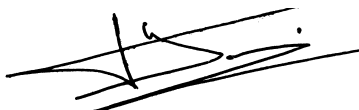
# OPTIMA TRADE AND PROFESSIONAL POLICY

The **INSURED** has applied for this insurance to the Groupama Insurance Company Limited (the **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms Conditions and Exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

Signed for and on behalf of  
Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Your policy and schedule should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your policy, schedule and other related documents in a safe place as you will need to refer to them if you make a claim.

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# OUR CUSTOMER CARE POLICY

This insurance is underwritten and administered on behalf of Groupama Insurances by Qdos Broker & Underwriting Services Limited. In the event of a query regarding this insurance, you should contact:

Qdos Broker & Underwriting Services Limited  
Qdos Court  
Rossendale Road  
Earl Shilton  
Leicestershire  
LE9 7LY  
Telephone 01455 850000  
Fax 01455 841000  
Email

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens and you need to contact Groupama Insurances please get in touch using the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

**For complaints about claims,  
contact the Head of Claims  
Operations at:**

Commercial Insurances Claims Centre  
Groupama Insurances  
1 Port Way  
Port Solent  
Portsmouth  
PO6 4TY

Telephone 0870 600 2123  
Fax 0870 600 2102

email: [smeclaims@groupama.co.uk](mailto:smeclaims@groupama.co.uk)

**For complaints about policy administration  
and documents, contact the Commercial  
Schemes Manager at:**

Commercial Schemes Unit  
Groupama Insurances  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Telephone 0844 892 2114  
Fax 0870 850 2773

email: [commercial.schemes@groupama.co.uk](mailto:commercial.schemes@groupama.co.uk)

**If you are not happy with our response to your complaint, please write to our Chief Executive at:**

Groupama Insurances  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Telephone 0870 850 8510  
Fax 0870 850 2773

## **OUR CUSTOMER CARE POLICY (continued)**

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint; and
- respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

### **Financial Ombudsman Service**

If you are still not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR.

Phone: 0845 080 1800

You can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

### **Financial Services Authority**

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate, or you can phone them on 0845 606 1234.

### **Financial Services Compensation Scheme**

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 020 7892 7300.

## DEFINITIONS

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

### COMPANY

means Groupama Insurance Company Limited

### DAMAGE

means accidental loss damage or destruction

### DIRECTOR

means a director of the **INSURED** where the **INSURED** is a Limited Company

### EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
  - (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
  - (3) person seconded to acquire work experience under a scheme or otherwise
  - (4) person hired to or borrowed by the **INSURED**
  - (5) voluntary worker
- whilst working for the **INSURED** in the course of the **TRADE or BUSINESS**

### EXCESS

means the amount which will be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

### FEES AND EXPENSES

means any professional fees expenses and other disbursements reasonably incurred on behalf of the **INSURED** with the **COMPANYS** written consent

### INJURY

means bodily injury death illness disease or shock causing bodily injury

### INSURED

means the person or persons or corporate body named in the Schedule and includes

- (1) the legal personal representatives in the event of the **INSUREDS** death in respect of liability incurred by the **INSURED**
- (2) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

### OFFSHORE

means as from the time when the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

### PARTNER

means a partner of the **INSURED** where the **INSURED** is a partnership

## DEFINITIONS (continued)

### **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES**

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed and used by the **INSURED** for the **TRADE or BUSINESS** stated in the Schedule

### **POLLUTION or CONTAMINATION**

means

- (1) all **POLLUTION or CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION or CONTAMINATION**

arising from **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES**

### **PRINCIPAL**

means any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a **CONTRACT**

### **PROCEEDINGS**

means civil or criminal tribunal legal proceedings or appeals arising therefrom

### **PRODUCT**

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **TRADE or BUSINESS** and not within the custody of the **INSURED**

### **PROPOSAL**

means any signed proposal form and declaration or any statement of facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

### **REMEDIATION**

includes "remediation" under the Environment Act 1995

### **TERRITORIAL LIMITS**

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world (excluding USA and Canada) in respect of **INJURY** or **DAMAGE** caused by or arising from non-manual activities of any **DIRECTOR PARTNER** or **EMPLOYEE** normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **TRADE or BUSINESS**

### **TRADE or BUSINESS**

means only the **TRADE or BUSINESS** specified in the Schedule and includes

- (1) the provision and management for the benefit of the **INSURED** or **EMPLOYEES** of canteen social sports educational or welfare facilities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the **PREMISES** from which the **TRADE or BUSINESS** is conducted
- (3) the performance of private duties by **EMPLOYEES** at the request of the **INSURED** or any **DIRECTOR or PARTNER**

# GENERAL CONDITIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

**Conditions 1 to 7 inclusive are all conditions precedent to the liability of the COMPANY**

## 1 OBSERVANCE OF POLICY TERMS

The answers and statements in the **PROPOSAL** are true and complete and the **INSURED** will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

## 2 REASONABLE PRECAUTIONS

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

## 3 PAYMENT OF PREMIUM

- (a) The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (b) If the Premium for the Policy is paid through the **COMPANYS** credit scheme
  - (i) it is a condition precedent to the **COMPANYS** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
  - (ii) in the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
  - (iii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

## 4 ALTERATION OF TRADE OR BUSINESS OR NUMBER OF PERSONS WORKING

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **TRADE or BUSINESS** which may increase the risk of **INJURY** or loss or damage including any alteration in the maximum number of persons stated in the Schedule working in the **TRADE or BUSINESS**

## 5 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to a claim under this Policy the **INSURED** will

- (a) immediately notify the **COMPANY** but no later than
  - (i) 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers
  - (ii) 7 days after the date of loss for any claim in respect of Hired in Plant
  - (iii) 30 days after the date of loss for any other lossand provide such written information or details as may be required
- (b) immediately notify the Police of any loss of **MONEY** or **DAMAGE** by theft or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the **DAMAGE** or to minimise or check any interruption of or interference with the **BUSINESS** or to avoid or diminish the loss
- (d) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (e) not admit liability to any party

## GENERAL CONDITIONS (continued)

- (f) in the event of a claim being made under the Business Interruption Section of the Policy not later than thirty days after the expiry of the **INDEMNITY PERIOD** or within such further time as the **COMPANY** may in writing allow at his own expense deliver to the **COMPANY** in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **DAMAGE** or any part of it or consequential loss of any kind resulting therefrom
- (g) at his own expense produce and furnish to the **COMPANY** such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **COMPANY** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

### 6 CLAIMS - CO-OPERATION

The **INSURED** will provide all help assistance and cooperation required by the **COMPANY** in connection with any claim

### 7 RISK IMPROVEMENT REQUIREMENTS

All Risk Improvement Requirements notified to and agreed by or on behalf of the **INSURED** shall be complied with and continue to be complied with during the whole currency of the Policy

### 8 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- (a) to undertake in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED**'S name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (b) to pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - (i) the Limit of Indemnity or Sum Insured of the appropriate Section or
  - (ii) such lesser amount for which the claim or claims may be settled

The **COMPANY** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

This paragraph (b) does not apply to the Employers Liability Insurance Section or the Public and Products Liability Insurance Section

- (c) at its sole option indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof The **COMPANY** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item Insured more than the Sum Insured thereon

### 9 PAYMENT OF CLAIMS

In the event of a claim being made under the Policy the Premium and Tax for which is paid through the **COMPANYS** credit scheme the **COMPANY** may avail itself of the Terms and Conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

### 10 CLAIMS - REPAYMENT OF EXCESS

The **INSURED** will repay to the **COMPANY** the amount of any **EXCESS** for which the **COMPANY** has made payment

## GENERAL CONDITIONS (continued)

### 11 DISHONESTY

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any **DIRECTOR** or **PARTNER** or anyone acting on the **INSURED'S** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **INSURED** or any **DIRECTOR** or **PARTNER** then all benefits under this Policy will be forfeited

### 12 ARBITRATION

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **COMPANY**

### 13 OTHER INSURANCES

If at the time of any loss damage or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **COMPANY** will not be liable for more than its rateable proportion thereof and the **INSURED** will declare to the **COMPANY** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

### 14 VOIDANCE

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

### 15 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to this contract

However the law of England shall apply unless otherwise agreed in writing by the **COMPANY**

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the **INSURED** will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

### 16 VALUE ADDED TAX

If the **INSURED** is registered for VAT the **COMPANY** will not pay the VAT element of any **FEES AND EXPENSES** bills

## GENERAL CONDITIONS (continued)

### 17 CANCELLATION

The **COMPANY** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **INSUREDS** address last known to the **COMPANY** and in such event the **COMPANY** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

The **INSURED** may cancel this Policy at any time by giving the **COMPANY** written notice and in such event the **COMPANY** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the **COMPANY**

<b>Number of months on cover from commencement of the Period of Insurance</b>	<b>Percentage of current Premium returned including Tax</b>
Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

### 18 COOLING OFF PERIOD

If the **INSURED** decides not to proceed with this insurance within fourteen days of receipt of the Policy documents the **COMPANY** will refund any premium and tax the **INSURED** has paid subject to

- 1 the **INSURED** notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the Policy

### 19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

### 20 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man

However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

# GENERAL EXCLUSIONS

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

## 1. Nuclear Risks

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(a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(i) ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel

(ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

This General Exclusion does not apply to the Employers Liability Insurance Section

## 2. War Risks

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any contingency or injury occasioned by or happening through or in consequence of 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 or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to the Employers Liability Insurance Section

## 3. Pressure Waves

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loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

## 4. Excluded Property and Contingencies

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loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

## 5. Fines or Penalties

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the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

## 6. Fraud

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(a) loss damage or destruction by fraud forgery or deception

(b) theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSUREDS** family is concerned as principal or accessory

## 7. Northern Ireland

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loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

## GENERAL EXCLUSIONS (continued)

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

### 8. **Pollution or Contamination**

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loss damage or destruction from pollution or contamination unless arising in consequence of **DAMAGE** caused by or resulting in a **DEFINED PERIL**

*This General Exclusion does not apply to the Public and Products Liability Insurance Section and its Extensions*

### 9. **Change in Water Table Level**

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loss damage or destruction attributable solely to change in the water table level

### 10. **Consequential Loss or Damage**

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consequential loss or damage of any kind or description except where specifically included

### 11. **Terrorism**

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liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with

- (a) any act of **TERRORISM** regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (b) any action taken in controlling preventing suppressing or in any way relating to any act of **TERRORISM**

*except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees*

*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 (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear*

*In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) 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*

## GENERAL EXCLUSIONS (continued)

*These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated*

### **12. Date Recognition/Discontinuity Exclusion**

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*loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000*

- (a) *correctly to recognise any date as its true calendar date or*
- (b) *correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of*
  - (i) *treating any date otherwise than as its true calendar date or*
  - (ii) *the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date*

*or*

- (c) *otherwise to function correctly*

*but should such loss damage or destruction or consequential loss result in additional **DAMAGE** or consequential loss (which is not otherwise excluded) caused by*

- (i) **DEFINED PERIL** *other than theft or*
- (ii) *theft other than in respect of **MONEY***

*where insured and not otherwise excluded then this Exclusion shall not apply to such additional **DAMAGE** or consequential loss*

*This General Exclusion does not apply to the Employers Liability Insurance Section or the Public and Products Liability Insurance Section*

*All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE or BUSINESS** during the Period of Insurance

## LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

## DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (a) the Limit of Indemnity (less any amounts already paid as damages) or
- (b) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

## EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

The **COMPANY** will not be liable for

### 1 EXCLUDED LOCATIONS

*liability arising in connection with work on or in*

- (a) docks harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works oil or gas refineries or storage facilities
- (d) aircraft airports or airfields
- (e) collieries mines or quarries
- (f) power stations
- (g) any installation where nuclear processing is undertaken

### 2 DEFECTIVE GOODS

*the cost of recalling repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship*

### 3 LIABILITY UNDER AN AGREEMENT

*liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7*

### 4 FAULTY DESIGN

*liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the **INSURED***

### 5 INJURY TO EMPLOYEES

*liability for **INJURY** to any **DIRECTOR PARTNER** or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED***

### 6 OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **7 PROPERTY IN INSUREDS CUSTODY**

*liability for or arising out of loss of or damage to material property*

- (i) in the custody or control of or owned by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***
- (ii) being worked on by or on behalf of the **INSURED** if loss or damage is as a direct result of such work other than
  - (a) personal effects of **DIRECTORS PARTNERS** or **EMPLOYEES***
  - (b) premises including their contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon**

#### **8 LOPPING TOPPING OR FELLING OF TREES**

*liability caused by or arising out of lopping topping or felling of trees*

- (b) any pruning of trees shrubs or bushes above 3 metres in height*
- (c) any use of explosives*
- (d) crop spraying*

#### **9 ALARM AND SECURITY INSTALLATIONS**

*liability arising out of or in consequence of*

- (i) the failure or partial failure*
- (ii) advice relating to or the design plan or specification of any form of
  - (a) alarm system equipment or installation*
  - (b) fire control or extinguishment system or installation*
  - (c) electronically operated shutters or cameras or any other form of electronically controlled security equipment*
  - (d) lock or security device**

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### **10 POLLUTION**

*liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance*

*Provided that*

*(a) all **POLLUTION or CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*

*(b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION or CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule but in no event shall this Policy cover any liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or SEEPING SUBSTANCES** or **REMEDIATION** in the United States of America or Canada*

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS** – continued

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

#### **11 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

- 1 such activity does not form part of the **INSUREDS** usual **TRADE or BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required
  - (a) to make safe the area in which the discovery is made as soon as is practicable*
  - (b) who has Employers Liability and Public Liability insurances in force
    - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
    - (ii) that do not exclude the work to be carried out***

#### **12 MOULD**

*liability arising out of mould or toxic mould*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## 1 CROSS LIABILITIES

If more than one person is named in the Schedule as the **INSURED** the **COMPANY** will indemnify each person as though a separate Policy had been issued to each person and the **COMPANY** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

## 2 LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

representation at any coroners inquest or inquiry in respect of any death

- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this Section

## 3 DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** or **DAMAGE** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **INSURED** for purposes pertaining to the **TRADE or BUSINESS** and since disposed of by the **INSURED**

The **COMPANY** will not be liable under this Extension

- (a) for **INJURY** or **DAMAGE** happening prior to the disposal of the premises for the costs of remedying any defect or alleged defect in the premises disposed of
- (c) if the **INSURED** is entitled to indemnity from any other source

## 4 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

the **INSURED**

at the **INSUREDS** request any

**DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of Health and Safety at Work etc Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS** relates to the health safety and welfare of any person other than a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## 5 MOTOR CONTINGENT LIABILITY

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use by any **EMPLOYEE** for the purposes of the **TRADE or BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of

indemnifying any party other than the **INSURED** loss of or damage to such motor vehicle or to property conveyed therein or thereon

**INJURY** or **DAMAGE** arising while such vehicle is being driven by the **INSURED** or any **PARTNER** or **DIRECTOR**

legal liability where indemnity is provided under any other insurance or security

**INJURY** to any **EMPLOYEE**

**INJURY** or **DAMAGE** occurring outside any country within the European Union

## 6 LEASED AND RENTED PREMISES

The **COMPANY** will indemnify the **INSURED** against legal liability for **DAMAGE** to premises leased hired or rented to the **INSURED** for the purpose of the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such **DAMAGE** caused otherwise than by fire or explosion
- (b) liability for **DAMAGE** assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such agreement

## 7 CONTRACTUAL LIABILITY

The **COMPANY** will indemnify the **INSURED** in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in the **COMPANY**

The **COMPANY** will not be liable for

- (a) liquidated damages fines or penalties
- (b) **DAMAGE** to material property against which the **INSURED** is required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
- (c) **DAMAGE** to material property brought on to any site of contract or place of work for the purpose of such contract or work
- (d) liability arising from **PRODUCTS** supplied under a contract of sale

## 8 MECHANICAL PLANT AS TOOL OF TRADE

The **COMPANY** will indemnify the **INSURED** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS** but not in respect of any liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) if indemnity is provided under any other insurance or security
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## 9 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

## 10 COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

any <b>DIRECTOR</b> or <b>PARTNER</b>	£500
any <b>EMPLOYEE</b>	£250

## 11 DATA PROTECTION ACT 1998

The **COMPANY** will indemnify the **INSURED** against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the **TRADE or BUSINESS**
- (b) the **INSURED** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

The **COMPANY** will not be liable for

- (i) liability arising from the processing of data for reward
  - b) the determining of the financial status of a person
  - c) a deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** from which liability could reasonably be expected by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** having regard to the nature and circumstances of such act or omission
  - d) any agreement which would not have attached in the absence of such agreement
  - e) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in excess of the Limit of Indemnity stated in the Schedule

# **PUBLIC AND PRODUCTS LIABILITY INSURANCE**

## **SECTION - EXTENSIONS (continued)**

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

### **12 OVERSEAS PERSONAL LIABILITY**

The **COMPANY** will indemnify the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property

occurring during the Period of Insurance within the territories stated in (2) and (3) of the **TERRITORIAL LIMITS** during temporary visits in connection with the **TRADE or BUSINESS**

Provided that

- (i) the conduct and control of all claims is vested in the **COMPANY**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) the liability of the **COMPANY** will not exceed the Limit of Indemnity stated in the Schedule

The **COMPANY** will not be liable for liability arising from

- (a) any business profession or trade
- (b) ownership or occupation of land or buildings
- (c) ownership possession or use of
  - firearms (other than sporting guns)
  - mechanically propelled vehicles and anything attached to them
  - craft intended to travel through air or space
  - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
  - animals (other than pet domestic animals)
- (d) property held in trust
- (e) **INJURY** to the **INSURED** or such **DIRECTOR PARTNER** or **EMPLOYEE** or family member accompanying them

for liability more specifically insured

- (iii) for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION - CONDITIONS

These Conditions apply in addition to the General Conditions

## 1 HEAT EQUIPMENT PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that the following precautions must be observed on each occasion there is use away from the **INSUREDS PREMISES** of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

- (a) equipment will be lit as short a time as possible before use and extinguished immediately after use
- (b) equipment which is lit or switched on must not be left unattended
- (c) at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- (d) the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
- (e) a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases

## 2 BITUMASTIC PRODUCTS PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that

- (a) bitumastic products are not heated in or on any building
- (b) vessels for heating bitumastic products are continuously attended whilst heating is taking place

## 3 FLAMMABLE SOLVENT PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that the following precautions must be observed on each occasion there is use away from the **INSUREDS PREMISES** of solvents or glues with a flashpoint below 23 degrees Centigrade

- (a) smoking must not take place
- (b) no item for the application or supply of heat must be used
- (c) prior to commencement of work the site of work must be checked by the **INSURED** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained at the site of work

## 4 UNDERGROUND SERVICES PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that prior to the commencement of any digging or excavation work the **INSURED** must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures

## 5 BONA FIDE SUBCONTRACTORS

It is a condition precedent to the liability of the **COMPANY** in respect of work carried out for the **INSURED** or on the **INSUREDS** behalf by any Bona Fide subcontractor that

- (a) payments to Bona Fide subcontractors do not exceed 25% of the **INSUREDS** annual turnover
- (b) the **INSURED** shall check prior to their appointment that such Bona Fide subcontractor holds current Public Liability insurance appropriate to the work to be carried out
- (c) in the event of a claim in relation to work carried out by any Bona Fide subcontractor the **INSURED** shall provide documentary evidence of the Public Liability insurance held by such Bona Fide subcontractor at the time of their appointment to carry out the work

## EMPLOYERS LIABILITY INSURANCE SECTION

The Employers Liability Insurance Section is operative only if a Limit of Indemnity is shown for Employers Liability in the Schedule

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses in respect of **INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE or BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for all legal costs and expenses incurred with its written consent in defence of any claims

(b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

### LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

### DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims

### EXCLUSIONS

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### PASSENGER LIABILITY

***INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **TERRITORIAL LIMITS***

### OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

### EXCLUDED LOCATIONS

***INJURY** arising in connection with work on or in docks harbours or railways  
watercraft or offshore gas or oil installations*

*(c) chemical or petro chemical works oil or gas refineries or storage facilities*

*aircraft airports or airfields*

*collieries mines or quarries*

*power stations*

*(g) any installation where nuclear processing is undertaken*

### LOPPING TOPPING OR FELLING OF TREES

*liability caused by or arising out of  
lopping topping or felling of trees*

*(b) any pruning of trees shrubs or bushes  
above 3 metres in height*

*any use of explosives*

*crop spraying*

## EMPLOYERS LIABILITY INSURANCE SECTION (continued)

### **EXCLUSIONS**

*These apply in addition to the other Exclusions in this Section and the General Exclusions*

*The **COMPANY** will not be liable for*

### **ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

- 1 *such activity does not form part of the **INSUREDS** usual **TRADE or BUSINESS** or contract and*
- 2 *the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 *upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 *an HSE licensed asbestos removal contractor is employed if legally required*
  - (a) *to make safe the area in which the discovery is made as soon as is practicable*
  - (b) *who has Employers Liability and Public Liability insurances in force*
    - (i) *that provide Limits of Indemnity no less than those stated in the Schedule and*
    - (ii) *that do not exclude the work to be carried out*

# EMPLOYERS LIABILITY INSURANCE SECTION - EXTENSIONS

These Extensions are subject to all other terms Conditions and Exclusions of the Policy

## 1 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

## 2 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

## 3 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE or BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

- (a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and
  - (b) remains wholly or partly unsatisfied six months after the date of such judgement at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the damages and costs remaining unsatisfied
- Provided that

- (i) there is no appeal outstanding
- (ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

## 4 COURT ATTENDANCE COMPENSATION

In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** 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** £500
- (b) any **EMPLOYEE** £250