

AMTRUST INTERNATIONAL UNDERWRITERS LIMITED (AIUL)



AmTrust International Underwriters
An AmTrust Financial Company

COMBINED LIABILITY POLICY WORDING

**PLEASE READ THIS POLICY (INCLUDING ANY ENDORSEMENTS AND THE SCHEDULE WHICH
FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE THAT IT
MEETS YOUR REQUIREMENTS**

GENERAL INFORMATION

This Policy is underwritten by AmTrust International Underwriters Limited ("*we*", "*us*", "*our*"), whose registered office is at 40 Westland Row, Dublin 2, Ireland.

AmTrust International Underwriters Limited registered in Ireland under registration number 169384 and is regulated by the Central Bank of Ireland.

This Policy is administered by Prime Professions Underwriting Limited t/a Precision Underwriting on Our behalf. Prime Professions Underwriting Limited t/a Precision Underwriting is regulated by the Central Bank of Ireland.

This policy the Schedule (including any Schedule issued in substitution) and any endorsement shall be considered one document. The Proposal including the declaration or any information supplied by or on behalf of the Insured shall form the basis of this contract between the Insured and the Insurer.

This is to certify that in accordance with the authorisation granted to the undersigned by the Insurer and in consideration of the premium specified herein the said Insurer are hereby bound to insure in accordance with the terms limits of indemnity exclusions and conditions herein or endorsed hereon.

Provided always that any Section of this policy stated to be not covered in the Schedule shall be inoperative.

CHOICE OF LAW AND FORUM

The construction of the terms, and the validity and effect, of this Policy are governed by the law of England and Wales. Any dispute or difference arising under or in respect of this Policy shall be subject to and determined within the exclusive jurisdiction of the courts of England and Wales.

TABLE OF CONTENTS

Part		Page
1	DEFINITIONS	4
2	SECTION A – EMPLOYERS LIABILITY	7
3	SECTION B – PUBLIC LIABILITY	9
4	SECTION C – PRODUCTS LIABILITY	14
5	EXCLUSIONS	16
6	EXTENSIONS	19
7	CONDITIONS	22
8	MAKING A CLAIM	28
9	COMPLAINTS PROCEDURE	29

1 DEFINITIONS

1.1 'Bodily Injury' shall include

- a) Death illness or disease
- b) Mental injury

1.2 'Business' means the Insured's business described in the Schedule and shall include

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

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

1.4 'Contractual Liability' means liability which attached by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement

1.5 'Damage' means loss of or damage

1.6 'Employee' means

- a) Any person under a contract of service or apprenticeship with the Insured
- b) Any labour master or labour only sub-contractor or person supplied or employed by them
- c) Any self-employed person
- d) Any person hired to or borrowed by the Insured
- e) Any person engaged under a work experience youth training or similar scheme while working for the Insured in connection with the Business

1.7 'Excess' means the total amount payable by the Insured or any other person entitled to indemnity in respect of any Damages to Property arising out of any one occurrence or series of occurrences arising out of any one cause before the Insurer shall be liable to make any payment.

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

1.8 'Insured' means the person persons or corporate body named as such in the Schedule and shall also include

- a) The legal personal representative of the Insured or any other person entitled to indemnity under this policy but only in respect of liability incurred by the Insured or such other person
- b) At the request of the Insured
 - i) Any officer or member or Employee of the Insured's catering social sports educational medical dental and welfare organisations and fire security first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - ii) Any director partner or Employee of the Insured while acting in connection with the Business in respect of liability for which the Insured would be entitled to indemnity under this policy if the claim for which indemnity is being sought had been made against the Insured

Provided that any persons specified above shall as through they were the Insured would be subject to the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they can apply

1.9 'Insurer' means AmTrust International Underwriters Limited

2.10 'Period of Insurance' means the period stated in part 4 of the Schedule

2.11 'Pollution or Contamination' means

- a) All pollution or contamination of buildings or structures or of water or land or the atmosphere and
- b) All loss Damage or Bodily Injury directly or indirectly caused by or arising from such pollution or contamination

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

2.13 'Product Supplied' means any product or thing (including containers packaging or labelling or advice provided in connection therewith) sold supplied constructed erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by or through the Insured in the course of the Business in or from the Territorial Limits



2.14 'Property' means material property

2.15 'Proposal' means any information provided by the Insured or the Insured's representative (or broker) in connection with this insurance and any declaration made in connection therewith

2.16 'Schedule' means the document entitled 'Schedule' that relates to and forms part of this policy

2.17 'Territorial Limits' means Great Britain Northern Ireland the Isle of Man, the Channel Islands and the Republic Of Ireland

2.18 '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 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 to put the public or any section of the public in fear

2 SECTION A – EMPLOYERS’ LIABILITY

2.1 COVER

We will indemnify The Insured in the terms of this Section against legal liability to pay Compensation and claimants costs and expenses in respect of Bodily Injury caused to an Employee arising out of and in the course of employment or engagement of such person by The Insured in connection with the Business and caused within the Territorial Limits.

2.2 LIMIT OF LIABILITY

The liability of the Insurer for Compensation claimants’ costs fees and expenses and defence costs fees and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

2.3 EXCLUSIONS

The Insurer shall not provide indemnity under this Section against liability:

- a) In respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 1988 of the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- b) Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform.
- c) Arising out of Terrorism except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees.
- d) For any loss expense demand claim or suit arising out of or related in any way to disease caused by arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees.
- e) The Insurer shall not provide indemnity for any loss or expense arising from bullying, harassment (sexual or otherwise), unfair dismissal by the insured and / or his servants or agents. In addition indemnity does not apply in respect of any stress-related conditions arising out of work conditions of the Insured.



2.4 EXTENSIONS

Subject to all other terms limits of indemnity exclusions conditions and endorsements of this policy

a) **Work Overseas**

The indemnity provided by this Section shall extend to apply in respect of liability for Bodily Injury caused to an Employee whilst temporarily engaged in work anywhere within the European Union

Provided that

- i) Such Employee is ordinarily resident within the Territorial Limits
- ii) The Insurer shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation

The Insurer shall not provide indemnity in respect of any temporary visit to the United States of America or Canada or any overseas territory or affiliated state of the United States of America or Canada unless such work is of a non manual nature

3 SECTION B – PUBLIC LIABILITY

3.1 COVER

In the event of accidental

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

3.2 LIMIT OF LIABILITY

The liability of the Insurer for Compensation (including claimant's costs fees and expenses) shall not exceed the amount stated as the Limit of Indemnity in the Schedule. Unless otherwise stated herein or endorsed hereon defence costs and expenses in respect of which an indemnity by the Section will be payable in addition to the Limit of Indemnity

3.3 EXCLUSIONS

The Insurer shall not provide indemnity under this section against liability:

- a) In respect of Bodily Injury to any Employee arising out of and in the course of employment by the Insured in the Business
- b) Caused by or arising from the ownership possession or use by or on behalf of the Insured of any
 - i) Aircraft aerospace device or hovercraft
 - ii) Watercraft other than hand propelled watercraft or other watercraft not exceeding eight (8) meters in length
 - iii) Mechanically propelled vehicle:
 - For which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - Where indemnity is provided by any other insurance
- c) Caused by or arising from any Product Supplied after it has ceased to be in the custody or under the control of the Insured of any Employee other than food or drink for consumption on the Insured's premises
- d) In respect of Damage to Property
 - i) Belonging to the Insured
 - ii) In the custody or under the control of the Insured or any Employee other than personal effects (including vehicles and their contents) of any visitor director partner or Employee of the Insured
 - iii) Being that part of any Property on which the Insured of any Employee or agent of the Insured is or has been working where the loss or damage arises out of such work
- e) For the Excess specified in the Schedule



- f) Arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform
- g) The Insurer shall not provide indemnity for any loss or expense arising from bullying, harassment (sexual or otherwise), unfair dismissal by the insured and / or his servants or agents. In addition indemnity does not apply in respect of any stress-related conditions arising out of work conditions of the Insured.

3.4 EXTENSIONS

Subject to all other terms limits of indemnity exclusions conditions and endorsements of this Section

a) **Work Overseas**

The indemnity provided by this Section shall extend to apply in respect of liability for Bodily Injury or Damage to Property anywhere within the European Union where

- i) Any person is temporarily engaged on the Business of the Insured and
- ii) Any person is on a temporary visit for the purpose of work on the Business of the Insured

Provided that

- i) Such person is ordinarily resident within the Territorial Limits
- ii) The insurer shall not provide indemnity in respect of any temporary visit to the United States of America or Canada or any overseas territory or affiliated state of the United States of America or Canada

b) **Motor Vehicles**

Section Exclusion b) iii) shall not apply to liability caused by or arising from

- i) The use of plant as a tool of trade at the Insured's premises or on any site at which the Insured is working
- ii) The loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- iii) Damage to any building bridge weighbridge road or to anything directly beneath caused by vibration or by the weight of any vehicle or its load. However the Insurer shall not provide indemnity under this section against liability
 - In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - For which indemnity is provided by any other insurance

c) **Motor Contingent Liability**

Notwithstanding Section Exclusion b) iii) the Insurer will within the terms of this Section indemnify the Insured named in the Schedule and no other for the purpose of this Section Extension in respect of liability for Bodily Injury or Damage to Property caused by or arising

from any motor vehicle or trailer attached thereto (not belonging to or provided by the Insured) being used in the course of the Business

Provided that the Insurer shall not provide indemnity against liability

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

d) Movement of Obstructing Vehicles

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

Provided that

- i) Movements are limited to vehicles parked on or obstructing the Insured's premises or any site at which the Insured is working
- ii) The vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- iii) The vehicle causing obstruction is driven by use of the owner's ignition key
- iv) The insurer shall not provide indemnity against liability
 - In respect of Damage to such vehicle
 - In respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

e) Leased or Rented Premises

Section Exclusions d) ii) shall not apply to liability for Damage to premises (including their fixtures and fittings) leased or rented to the Insured provided that the Insurer shall not provide indemnity against Contractual Liability

f) **Buildings Temporarily Occupied**

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

g) **Overseas Personal Liability**

The Insurer will within the terms of this Section indemnify

- i) The Insured
- ii) At the request of the Insured any director partner or Employee of the Insured
- iii) At the request of the insured any spouse or child of the persons stated in i) or ii) above who are accompanying such persons

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

Provided that

- 1. Any person entitled to indemnity under this Section Extension shall as through they were the Insured be subject to the terms limits or indemnity exclusions conditions and endorsements of this policy insofar as they can apply
- 2. Nothing in this Section Extension shall increase the liability of the Insurer to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- 3. The Insurer shall not provide indemnity against:
 - a) Contractual Liability
 - b) Liability for which indemnity is provided by any other insurance
 - c) Liability in respect of Damage to Property belonging to or in the custody under the control of any person entitled to indemnity under this Section Extension
 - d) Liability in respect of Bodily Injury to any person entitled to indemnity under this Section Extension
 - e) Liability caused by or arising from
 - The ownership or occupation of land or buildings
 - The carrying on of any business profession trade or employment
 - The ownership possession or use of animals other than horses or domestic dogs or cats
 - f) Liability arising in the United States of America or Canada or any overseas territory or affiliated state of the United States of America or Canada

h) **Data Protection Act**

The indemnity provided by this Section shall extend to apply in respect of Compensation for damage arising out of any claim under Sections 22 and 23 of the Data Protection Act 1998



not otherwise insured hereunder and first made against the Insured during the Period of Insurance

Provided that

- i) The liability of the Insurer for Compensation costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- ii) The Insured has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- iii) The Insurer shall not provide indemnity
 1. For ten (10) per cent of each claim subject to a minimum of GBP500 and a maximum of GBP5,000
 2. Against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 3. For the costs of replacing reinstating rectifying or erasing any personal data
 4. Against liability caused by or arising from any incident or circumstances known to the Insured at inception of this Section Extension which may give rise to a claim
 5. Against liability caused by or arising from the recording processing or provision of data for reward of the determining of the financial status of a person
 6. Against Contractual Liability regardless of whether the sole conduct and control of claims is vested in the Insurer
 7. Against liability in respect of Bodily Injury to any person or Damage to Property

4 SECTION C – PRODUCTS LIABILITY

4.1 COVER

In the event of accidental

- a) Bodily Injury to any person
- b) Damage to Property

Occurring anywhere in the world during the Period of Insurance and caused by any Product Supplied the Insurer will indemnify the Insured in respect of Compensation arising out of such event but not in respect of any action for Compensation or damages brought in any court outside the European Union

4.2 LIMIT OF LIABILITY

The liability of the Insurer for Compensation (including claimant's costs fees and expenses) shall not exceed the amount stated as the Limit of Indemnity in the Schedule. Unless otherwise stated herein or endorsed hereon defence costs and expenses in respect of which an indemnity is provided by this Section will be payable in addition to the Limit of Indemnity

4.3 EXCLUSIONS

The Insurer shall not provide indemnity under this Section against liability

- a) In respect of Bodily Injury to any Employee arising out of and in the course of employment by the Insured in the Business
- b) In respect of Damage to or the costs or expenses of recalling replacing altering removing or making any refund in respect of any Product Supplied
- c) Caused by or arising from any Product Supplied whilst in the custody or under the control of the Insured or any Employee
- d) Caused by or arising from any Product Supplied which to the knowledge of the Insured is for
 - i) Use in or on any aircraft or aero spatial device
 - ii) Aviation or aero spatial purposes
- e) Arising from circumstances known to the Insured prior to the inception date of this policy
- f) Caused by or arising from any Product Supplied which to the knowledge of the Insured is for use in or supply to the United States of America or Canada or any overseas territory or affiliated state of the United States of America or Canada
- g) For the Excess specified in the Schedule

4.4 EXTENSION

Subject to all other terms limits of indemnity exclusions conditions and endorsements of this policy

a) **Consumer Protection Act and Food Safety Act**

The Insurer will provide indemnity to the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- i) The proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business
- ii) The Insurer shall not provide indemnity in respect of
 1. Fines or penalties of any kind
 2. Any circumstances for which indemnity is provided by any other insurance
 3. Proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 4. Proceedings which arise out of any activity or risk excluded from this policy
- iii) The director partner or Employee shall as though they were the Insured be subject to the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they can apply

5 EXCLUSIONS

(applicable to whole policy except where indicated)

5.1 CONTRACTUAL LIABILITY

The Insurer shall not provide indemnity under Sections B and C against Contractual Liability unless the sole conduct and control of claims is vested in the Insurer but the Insurer shall not in any event provide indemnity in respect of liquidated damages fines or liability under any penalty clause

5.2 POLLUTION OR CONTAMINATION

The Insurer shall not provide indemnity under Sections B and C against liability arising from Pollution or Contamination 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

Provided that

- a) All pollution or Contamination which arises out of such incident shall be deemed to have occurred at the time such incident takes place
- b) The liability of the Insurer for all Compensation under Sections B and C payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for Section B (or Section C if Section B is not operative)

5.3 PROFESSIONAL INDEMNITY

The Insurer shall not provide indemnity under Sections B and C against liability caused by or arising from advice design or specification provided by or on behalf of the Insured for a fee

5.4 PREVENTION

The Insurer shall not provide indemnity under Sections B and C against liability arising out of the deliberate conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Bodily Injury or Damage

5.5 TERRORISM

The Insurer shall not provide indemnity under Sections B and C against liability directly or indirectly occasioned by happening through arising out of resulting from or in connection with an act of Terrorism or any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

5.6 ASBESTOS

The Insurer shall not provide indemnity under Sections B and C for any loss expense demand claim or suit arising out of or related in any way to disease caused by arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to asbestos or materials or products containing asbestos.

5.7 RADIOACTIVE CONTAMINATION

The Insurer shall not provide indemnity under this policy in respect of any

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) Legal liability of whatsoever nature

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

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any 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

Provided that in respect of Section A this Exclusion shall only apply when the Insured under a contract or agreement has undertaken to indemnify any Principal or has assumed liability for Bodily Injury caused to an Employee and which liability would not have attached in the absence of such contract or agreement

5.8 WAR AND SIMILAR RISKS

The Insurer shall not provide indemnity under Sections B and C in respect of any loss destruction or damage occasioned by or any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

5.9 UNLICENCED DUMPING

The Insurer shall not provide indemnity under Sections B and C in respect of liability arising from the dumping at unlicensed locations

6.10 FAILURE TO PERFORM

The Insurer shall not provide indemnity under Sections B and C in respect of liability arising from products failure to perform their indented function.

6.11 SONIC BANG

The Insurer shall not provide indemnity under Sections A, B and C for any loss or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

6.12 HAZARDOUS WORKS

The Insurer shall not provide indemnity under Sections A, B and C in respect of liability arising from:

- a) Any work of demolition except demolition of;
 - i) Buildings or part of buildings when such work forms part of a contract for reconstruction, alteration or repair by the Insured;
 - ii) Other structures not exceeding 3.5 metres in height and not forming part of any building;
- b) The construction, alteration or repair of gas holders, towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels and aircraft hangers;
- c) Any construction, alteration or repair work carries out at;
 - i) Airports or Airfields
 - ii) Railway Stations, Rail installations or on Railway Tracks
- d) Pile driving, quarrying or the use of explosives;
- e) The construction of roads or the laying of mains supplies and sewers other than those in connection with a contract to construct one or more buildings;
- f) Excavations below 3 metres in depth;
- g) Any work carried out at a height in excess of 15 metres above ground level or floor level in the case of work inside a building or structure.

6.13 SECURITY STAFF

The Insurer shall not provide indemnity under Sections B and C in respect of liability arising out of violent or belligerent acts of Security Staff.

6 EXTENSIONS

(applicable to whole policy except where indicated)

6.1 CLAIMANTS' COSTS AND EXPENSES

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

6.2 DEFENCE COSTS AND EXPENSES

The Insurer will provide indemnity in respect of all

- a) Costs incurred with the Insurer's written consent of legal representation at any
 - i) Coroner's inquest or other inquiry in respect of any death
 - ii) Proceedings in any court in respect of any act or omission causing or relating to any occurrence
- b) Other costs and expenses incurred with the Insurer's written consent in relation to any matter which may be the subject of indemnity

6.3 HEALTH AND SAFETY AT WORK ACT

The Insurer will provide indemnity to the Insured and at the request of the Insured any director partner or Employee of the Insured in respect of legal costs and expenses incurred with the Insurer's written consent in the defence of any criminal proceedings brought for a breach of the Safety, Health and Welfare at Work Act 2005 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

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



- vii) Proceedings which relate to Products Supplied unless Section C is operative at the time when the offence was committed
- c) The director partner or Employee shall as though they were the Insured be subject to the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they can apply

6.4 COSTS OF COURT ATTENDANCE

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

- a) Any director or partner of the Insured £ 250.00
- b) Any Employee £ 100.00

6.5 CONTRACTUAL LIABILITY AND INDEMNITY TO PRINCIPAL

The Insurer will subject otherwise to the terms limits of indemnity exclusions conditions and endorsements of this policy indemnify the Insured under any Section operative against liability to the extent that any contract or agreement entered into by the Insured so requires

The Insurer will

- a) Indemnify the Insured against liability assumed by the Insured
- b) Indemnify any Principal in like manner to the Insured of the liability of the Principal arising out of the performance by the Insured of such contract or agreement
- c) Indemnify any owner of plant hired to the Insured but only to the extent required by the conditions of the contract or agreement or hire

Provided that

- i) The conduct and control of all claims is vested in the Insurer
- ii) Any parties specified above shall observe fulfil and be subject to the terms limits of indemnity conditions and endorsements of this policy so far as they can apply
- iii) The indemnity shall not apply to liability in respect of liquidated damages fines or under any penalty clause
- iv) The indemnity granted under Section A shall only apply in respect of liability to any person who is an Employee of the Insured

Where any indemnity is provided to any Principal the Insurer will treat each Principal and the Insured as though a separate policy had been issued to each of them provided that nothing in this clause shall increase the liability of the Insurer to pay any amount in respect of any one claim or during any one Period of Insurance in excess of the amount stated in the limits of indemnity



6.6 CROSS LIABILITIES

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

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

8 CONDITIONS

(applicable to whole policy except where indicated)

8.1 CONDITIONS PRECEDENT TO LIABILITY

The due observance and fulfilment of the terms limits of indemnity exclusions conditions and endorsements of this policy insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal and declaration shall be conditions precedent to any liability of the Insurer to make any payment under this policy

8.2 UNDERGROUND SERVICES

It is a condition precedent to any liability of the Insurer in respect of loss or damage to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations that:

- a) the Insured shall prior to the commencement of such work
 - i. have made enquiries with the owner or relevant authority responsible as to the location of existing pipes cables mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing
 - ii. carry out investigation using remote electrical devices to locate existing pipes cables or other underground services where practicable
 - iii. convey the location of such pipes cables mains and underground services to those Employees or contractors carrying out such work on behalf of the Insured
- b) the Insured shall adopt or cause to be adopted a method of work which minimises the risk of loss or damage to pipes cables mains and other underground services
- c) the Insured shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of loss or damage to such pipes cables mains and other underground services.

8.3 CLAIMS (ACTION BY THE INSURED)

The Insured or their legal personal representative shall give notice in writing to the Insurers claims agent as soon as possible after any event which may give rise to liability under this policy with full particulars of such event and at the latest within seven (7) days. Every claim notice letter or writ or process or other document served on the Insured shall be forwarded to the Insurer immediately on receipt. Notice in writing shall also be given immediately to the Insurer by the Insured of any impending prosecution inquest or fatal inquiry in connection with any such event

8.4 CLAIMS (CONDUCT AND CONTROL)

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

The Insurer shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for

their own benefit any claim for indemnity or damages or otherwise. The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any claim against the Insured and the Insured shall give all such information and assistance as the Insurer may require

8.5 CLAIMS (CONTRIBUTION)

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

8.6 CLAIMS (DISCHARGE OF LIABILITY)

The Insurer may at any time at their sole discretion

- a) Under Section A pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims
- b) Under Sections B and C pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect or in lieu of Compensation) or any lesser sum for which the claim or claims against the Insured can be settled and the Insurer shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which the Insurer may be responsible incurred prior to such payment

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

8.7 PREMIUM ADJUSTMENT

If the premium for this policy is based on estimates an accurate record containing all particulars relative thereto shall be kept by the Insured. The Insured shall at all times allow the Insurer to inspect such record and shall supply such particulars as they may require within one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by the Insurer (subject to the Minimum Premium chargeable for the risk being retained by the Insurer). At the request of the Insurer the Insured shall supply an auditor's certificate in support of such particulars. If the Insured fails to supply such particulars within the period stated the Insurer shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

8.8 MISDESCRIPTION

This policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

8.9 ALTERATION

The Insured warrants that in the event of the nature of the subject matter insured or its use or the nature of its occupancy being altered in any manner whether permanent or temporary so as to increase risk or loss or damage the Insured will notify the Insurer prior to or within twenty four (24) hours subsequent to the increased risk and in any event cover shall be suspended from the date of increase. The Insurer shall have the option of continuing the cover upon the same or different terms (to be agreed) or cancelling the policy

8.10 FRAUDULENT CLAIMS

If any claim upon this policy shall be in any respect fraudulent or if fraudulent means or devices be used by or on behalf of the Insured to obtain any benefit under this policy or if any loss destruction or damage be occasioned by the wilful act of with the connivance of the Insured all benefit under this policy shall be forfeited the Insurer will retain the premium and sue for damages and the policy shall be avoided.

8.11 REASONABLE CARE

The Insured shall take all reasonable care:

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

8.12 CANCELLATION

The Insurer may cancel this policy or any part thereof by giving fourteen (14) days notice by recorded delivery letter to the last known address of the Insured and in such case the Insured shall be entitled to the return of a proportionate part of the premium less any applicable administration fee in respect of the unexpired Period of Insurance provided no claim has arisen and there are no claims being dealt with during the current period of Insurance
The Insured may cancel the policy at any time by writing to the Company and returning any relevant Certificate of Insurance that has been issued in relation to this Policy.

8.13 DISPUTES

Any dispute concerning the interpretation of the terms of this policy shall be resolved in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.

8.14 DATA PROTECTION ACT

It is agreed by the Insured on behalf of itself its employees or Agents that any information provided to the Insurer regarding the Insured will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties

8.15 HEAT CONDITIONS

It is a condition precedent to liability under this policy that where electric oxy-acetylene or similar welding or cutting plant or blow lamps or torches or tar boilers or other apparatus for the use of application of heat are used away from the Insured's premises the Insured shall

- a) Wherever possible appoint a responsible Employee to act as a fire watcher
- b) Arrange for portable fire extinguishing appliances to be available at any place where work is to be carried out
- c) Not leave lighted equipment or naked lights unattended
- d) Prior to commencement and after completion of each period of work examine the immediate vicinity and the area on the other side of any wall or partition to ensure there is no risk of fire
- e) As far as is reasonably practicable ensure that all combustible material shall be either removed from the immediate vicinity of work or suitably protected from damage by fire
- f) Situate tar boilers at ground level in the open at all times when in use

8.16 BONA FIDE SUB-CONTRACTORS CONDITIONS

It is a condition precedent to liability under this policy that the Insured shall check prior to any contract that all sub-contractors to the Insured shall have Employer's Liability and Public and Products Liability Insurance in respect of their liability at law and that such insurance

- a) Shall provide a limit of indemnity not less than that provided under this policy
- b) Provides cover in respect of the activities being undertaken in connection with and for the duration of such contract
- c) Has been extended to indemnify the Insured as Principal in respect of such liability

8.17 ARBITRATION

In the event of any dispute arising between the Insured and the Company as to what constitutes an unreasonable refusal to contest a claim at Law, the President for the time being of the Professional Body of which the Insured is a member shall nominate a referee to decide this point (only) and the decision of such referee shall be binding on both parties. The cost of such referrer and advice shall be borne equally between the Insured and the Company.

8.18 VAT

The Insurer is not in a position to recover VAT in respect of services on the Insured's behalf in the handling of and defence of claims under this policy. If the Insured is registered for VAT, the Insured will be in a position to recover the VAT element of these services. Accordingly the Insurer will discharge such invoices net of VAT and will refer the service providers to the Insured for the VAT element. If the Insured is not registered for VAT this will not apply.

8.19 AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY

The indemnity provided under Section A is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Channel Islands or offshore installations within the Continental Shelf around those countries may require but the Insured shall repay to the Insurer all sums paid by the Insurer which the Insurer would not have been liable to pay but for the provisions of such law

8.20 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not party to this contract of insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this contract of insurance but this does not affect any right or remedy which exists or is available apart from the Act



Premium Payment Warranty:The Insured undertakes that the premium will be paid in full to Underwriters within 60 days of inception of this policy. In the event that payment is not made within this period then Underwriters may at their sole discretion, without being liable to the Insured for any loss arising out of the exercise of that discretion, give notice to the Insured of cancellation and all cover under this Policy shall automatically be cancelled ab initio and be deemed to have never been in effect. The late acceptance of premiums after the 60 days specified above shall not reinstate the Policy unless expressly agreed by Underwriters in writing and then only on such terms as shall be determined by Underwriters.

All other Policy Terms and Conditions remain unaltered

In witness whereof this certificate has been signed for and behalf of: -

AmTrust International Underwriters Limited

By:-


.....
AUTHORISED SIGNATORY



AmTrust International Underwriters
An AmTrust Financial Company

9 MAKING A CLAIM :-

Should a claim arise that should be notified under this policy please contact the claims handlers in respect of this policy immediately :

**CLI Insurance Services Ltd t/a Cunningham Lindsey Ireland
Infinity House,
South County Business Park,
Leopardstown,
Dublin 18**

Tel: 00353 1 207 5110

Fax: 00353 1 295 6715

Email: newloss@cl-ie.com

10 COMPLAINTS PROCEDURE

NOTICE TO THE INSURED

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

If at any time you have any query or complaint regarding this policy you should in the first instance refer to your insurance broker / intermediary or advisor if any. If you are not satisfied with the way a complaint has been dealt with please write to the insurer;

The Claims Manager
AmTrust International Underwriters Limited,
40 Westland Row,
Dublin 2.

We aim to give our Insured a high level of service at all times. If you cannot resolve your concern you should address your complaint in writing to the Insurer direct. The complaints procedure and address are detailed as follows and please quote policy details on any correspondence.

It may be that we can resolve your concern over the phone. However your complaint may require further investigation. If so we will send you a written acknowledgement within 5 working days stating:

- How we will handle it
- Who will handle it
- What you need to do if anything

Your complaint will be investigated by one of our trained staff. You will be sent a detailed response within 4 weeks of receiving your complaint. If we cannot respond in this time we will write to you to explain and let you know when you should expect to receive a response.

If you have any concerns in the meantime you can contact the person identified on the acknowledgement letter

Our response will either

- Accept your complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so



AmTrust International Underwriters
An AmTrust Financial Company

Complaints that cannot be resolved by the Insurer may be referred to the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall,
London E14 9SR

020 7964 1000 (Switchboard)

+44 20 7964 1000 (for calls from outside the UK)

020 7964 1001 (main fax)