

Combined Liability Policy



Contents

Please click the titles below to navigate to the section 

| | |
|---|----|
| Data protection statement | 3 |
| Important notes | 4 |
| Our complaints procedure | 5 |
| The Financial Services Compensation Scheme (FSCS) | 5 |
| Claims contact details and additional benefits | 6 |
| Your Combined Liability policy | 9 |
| Definitions | 10 |
| Section A – Employers’ liability | 12 |
| Section B – Public and products liability | 15 |
| General exclusion | 27 |
| General conditions | 28 |
| Claims conditions | 31 |

How to make a claim



Call us on
0800 302 9055
24 hours a day, 365 days a year



Visit us online
www.zurich.co.uk/business/claims

Data protection statement

Zurich takes the privacy and security of your personal information seriously. We collect, use and share your personal information so that we can provide policies and services that meet your insurance needs, in accordance with applicable data protection laws.

The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

We and our selected third parties will only collect and use personal information (i) where the processing is necessary in connection with providing a quotation and/or contract of insurance; (ii) to meet our legal or regulatory obligations; (iii) where you have provided the appropriate consent; (iv) for our 'legitimate interests'.

It is in our legitimate interests to collect personal information as it provides us with the information that we need to provide our services more effectively including providing information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

A full copy of our data protection statement can be viewed via www.zurich.co.uk/dataprotection

How you can contact us

If you have any questions or queries about how we use your data, or require a paper copy of the statement, you can contact us via gbz.general.data.protection@uk.zurich.com or alternatively contact our Data Protection Officer at Zurich Insurance, Unity Place, 1 Carfax Close, Swindon, SN1 1AP.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Employers' Liability Tracing Office (ELTO)

We are members of the Employers' Liability Tracing Office (ELTO), an independent industry body who maintains a centralised database that helps those who have suffered injury or disease in the workplace to identify the relevant Employers' Liability insurer quickly and efficiently.

It is important, for the services of ELTO to be fully effective, that you inform us of your ERN (Employer Reference Number also known as the Employer PAYE reference) and all subsidiary company names and their ERNs if applicable.

As members of ELTO we will forward details of your policy if it contains Employers' Liability cover to ELTO together with details of any ERNs you have supplied to us.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Claims contact details and additional benefits

Making a Claim

Unless **you** have been given different claims contact details by **your** broker or insurance intermediary then please contact **us** as follows:



To make a claim online visit: www.zurich.co.uk/business/claims



Call us on: **0800 302 9055**

We can process a claim by **you** simply calling with the following details:

- **your** name and company details
- the policy number.

What to expect

Once **you** have provided all the information which **we** have requested, **we** will:

- advise **you** about the next steps
- take any immediate measures as described in **your** policy
- proactively keep **you** or **your** broker or insurance intermediary informed about the progress of the claim
- proactively manage third parties (anyone claiming against **you**, as a Zurich Insurance Company Ltd policyholder can also contact **us** on this number)
- work towards settling the claim as quickly as possible.

In order to speed up the process, both **you**, **your** broker or insurance intermediary and third parties can report claims to this number 24 hours a day, 7 days a week.

Please refer to the applicable claims conditions for further information.

Rehabilitation Claims Services (available to Employers' Liability customers only)

Our Rehabilitation team offer an innovative approach to acute injury management, proactively treating injuries to prevent chronicity and long-term absence, helping **your** employees return to work sooner. Treatments offered can include physiotherapy, hand therapy, psychological therapy, diagnostic imaging and surgical solutions.

Our service is suitable for most injuries arising from workplace incidents and offers immediate access to professional medical expertise. **Our** rehabilitation service can help **you** reduce the costs of injuries and accidents at work by ensuring employees access appropriate and timely treatment.

Rehabilitation can help manage a claim and mitigate **your** losses as a faster recovery enables quicker settlement, less exaggeration of symptoms and reduction in the average number of days lost.



To make a claim online visit: <https://liabilityclaims.zurich.co.uk/link/portal/mmc>



Call us on: **0800 028 8261**



Email us on: mmc@uk.zurich.com

Zurich Risk Advisor

Zurich Risk Advisor is a free to use risk management app that makes risk assessments easier to understand, provides **you** with insight and recommends best practices including self-risk assessments.

Experience the benefits of Zurich Risk Advisor by downloading the app from the Apple store or the Google Play Store. Visit **our** website for more details:

www.zurich.com/products-and-services/tools-for-business/zurich-risk-advisor

Risk Management Advice Line

Call 0800 302 9052

To help **you** proactively identify and manage issues before they occur, **our** risk management advice line operates during normal business hours, providing free practical guidance on risk issues such as property, security, food hygiene, business continuity, environmental and health and safety management.

Please note that this helpline includes services provided by Zurich Management Services Limited and may include services provided by third parties.

The following services are provided by ARAG Legal Expenses Insurance Company Limited.

ARAG Helplines, Employment Manual and ARAG Businesslaw

You can contact **our** UK-based call centre 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please quote **your** policy number and the name of the insurance provider who sold the policy.

Meaning of words

The following words have these meanings wherever they appear in this section in **bold** in relation to the ARAG services below:

Business

The business declared to **us** and covered by the commercial policy to which this section attaches.

Insured person

- a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- b) A person contracted to work for **you** who works for **you** on the same basis as **your** employees, and performs that work under **your** supervision and direction.

Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which **we** have accepted the premium.

We, us, our, ARAG

ARAG Legal Expenses Insurance Company Limited.

You, your

The **business** that has taken out the commercial policy to which this section attaches.

Legal advice – Call 0344 893 0859

Advice can be provided on any commercial legal problem affecting **your business** under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer **you** to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **we** will arrange to call **you** back.

Tax advice – Call 0344 893 0859

Advice can be provided on any tax matters affecting the **business**, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will arrange to call you back.

Counselling service – Call 0344 893 9012

We will provide the **insured person** (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us** or Zurich Insurance Company Ltd.

The counselling service helpline is open 24 hours a day, seven days a week.

Employment Manual – Visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual

The ARAG Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit www.arag.co.uk/customer/business-legal-expenses-insurance/employment-manual

If **you**'d like notifications of when updates are made to the Employment Manual, please email **us** at employmentmanual@arag.co.uk

ARAG Businesslaw – Visit www.aragbusinesslaw.co.uk

What is ARAG Businesslaw?

ARAG Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, including comprehensive, current guidance on employment law, as well as helping **you** to manage its exposure to legal risk.

ARAG Businesslaw's document builders can help **you** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, ARAG Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your** business.

How do I get started?

1. Visit www.aragbusinesslaw.co.uk
2. Enter **DASBZUR100** into the 'voucher code' text box and press Validate Voucher
3. Fill out **your** name and email address, create a password, and specify what type of business **you** have
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

In using these services **you** acknowledge that all rights and obligations relating to the provision of these services rest with **ARAG** and that **you** will have no recourse to Zurich Insurance Company Ltd in this regard.

Data protection

To comply with data protection regulations **we** are committed to processing personal information fairly and transparently. A full copy of **our** privacy notice can be found on **our** website – www.arag.co.uk/privacy. If **you** require a written copy of **our** privacy notice please email dataprotection@arag.co.uk.

Zurich Insurance Company Ltd, Zurich Management Services Limited and **ARAG** will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance Company Ltd, Zurich Management Services Limited and **ARAG** cannot control.

Your Combined Liability policy

This policy is a contract between **you** and **us**.

This policy, the statement of facts, any schedule, endorsements and certificate should be read as if they are one document.

We will insure **you** under those sections stated in the schedule as insured during any period of insurance for which **we** have accepted **your** premium.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to the contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address as stated in **your** policy documentation. If there is any dispute as to which law applies it will be English law. The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy, statement of facts, schedule, endorsements and certificate carefully and if they do not meet **your** needs contact **us** or **your** broker or insurance intermediary.

Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever **we** have printed them in bold throughout.

These definitions apply to the entire policy. However, certain words have special meanings that only apply to a particular section of this policy. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words are shown in bold italics.

Bodily injury

Death, bodily injury, illness or disease including medically recognised psychiatric illness.

Business

The business stated in the schedule and including:

- a) maintenance of property and premises owned or occupied by **you**
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**
- c) first aid, security, fire and ambulance service
- d) private work carried out within the **territorial limits** by an **employee** for any director or senior executive of the business
- e) **your** attendance at or participation in exhibitions, trade fairs and conferences within the **territorial limits**
- f) provision of charitable activities
- g) the repair or servicing of vehicles owned, leased or hired or on loan to **you**.

Business partner

Any person in **business** with **you** under the terms of a partnership agreement whether express or implied under legislation.

Communicable disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

Damage or Damaged

Physical loss, destruction or damage.

Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

De jure or de facto

In law or as a matter of fact.

Employee

Any natural person under a contract of service or apprenticeship with **you** which will be deemed to include:

- a) any labour master or labour only subcontractor or persons supplied by any of them
- b) self-employed persons
- c) persons under work experience schemes
- d) any person hired or borrowed by **you** from another employer
- e) working partners or proprietors
- f) drivers or operators of hired-in plant
- g) any officer or member of the organisations who constitute the **business**

- h) non-executive directors
- i) voluntary workers
- j) persons working under the Community Offenders Act 1978 or similar legislation
- k) employees whilst engaged in industry Trade Association committees duties
- l) outworkers or home workers

whilst under **your** control and supervision and working for **you** in connection with the **business**.

Excess

The amount stated in this policy, the schedule or any endorsement for which **you** will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not, designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Principal

Employer, company, partnership, public authority or individual for whom **you** have agreed to carry out work under the terms of the contract.

Territorial limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Terrorism

- a) Any act or preparation in respect of action or threat of action designed to influence the government **de jure or de facto** of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by 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** and which:
 - i) involves violence against one or more persons
 - ii) involves **damage** to property
 - iii) endangers life other than that of the person committing the action
 - iv) creates a risk to health or safety of the public or a section of the public
 - v) is designed to interfere with or to disrupt an electronic system
- b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

We, us or our

Zurich Insurance Company Ltd.

You or your

The person, people or the company stated in the schedule as the insured.

Section A – Employers’ liability

This section is only operative if stated in the schedule.

Special definition

Costs and expenses

- a) Claimants’ costs and expenses
- b) costs incurred with **our** written consent in defending any claim for damages which may be covered by this policy.

Cover

We will cover **you** in respect of all sums which **you** may become legally liable to pay as damages in respect of **bodily injury** caused during the period of insurance to any **employee** arising out of and in the course of their employment by **you** in the **business** in relation to claims settled or defended with **our** consent.

In addition to any claim for damages **we** will pay **costs and expenses**.

Our liability will not exceed the limit of indemnity stated in the schedule including all **costs and expenses** (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

We will settle **your** claim in accordance with the Claims conditions.

Additional cover extensions applicable to Section A – Employers’ liability

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

1. Automatic acquisitions cover

This section extends to apply to any company or companies or partnerships acquired by or created by **you** during the period of insurance.

Provided that:

- a) the business of the additional company is within **your** existing **business**
- b) the total wage roll of the additional company does not exceed 10% of **your** existing wage roll
- c) **you** will submit full details of the additional company to **us** within thirty days of the acquisition or creation
- d) **we** reserve the right to charge an additional premium and/or apply additional terms.

2. Court attendance costs

We will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:

- | | |
|---|------|
| a) you , any director or business partner | £750 |
| b) any employee | £250 |

3. Criminal defence costs

We will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007

and which relates to any event involving **bodily injury** which is or may be the subject of indemnity under this section which has occurred during the period of insurance in the course of the **business**.

We will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this section, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

Our liability under this extension will not exceed £5,000,000 in any one period of insurance.

Excluding liability:

- i) where **you** or any director, **business partner** or **employee** is insured by another policy
- ii) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- iii) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

4. Indemnity to directors and employees

We will also cover at **your** request:

- a) any **employee**
- b) any director or **business partner**
- c) any officer or member of **your** canteen, social, sports or welfare organisations.

Provided that:

- i) **you** would have been entitled to indemnity if the claim had been made against **you**; and
- ii) those people keep to the terms and conditions of this policy; and
- iii) **you** request **us** to do so.

5. Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section of the policy being brought or made against any **principal we** will indemnify the said **principal** against such claim and any costs, charges and expenses for such claim.

6. Personal representatives

In the event of **your** death the indemnity provided by this section will apply to any of **your** personal representatives in respect of liability incurred by **you**.

Provided always that such personal representatives will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy.

7. Public relations expenses

Following an event which is or is likely to be the subject of indemnity under this section and which may result in adverse media publicity for **you**, **we** will pay with **our** prior consent costs incurred by **you** in respect of the engagement of a public relations consultant to help mitigate reputational damage.

Provided that:

- a) **you** take reasonable measures to avoid or mitigate adverse publicity
- b) the maximum amount **we** will pay under this extension is £25,000 any one event and in any one period of insurance.

8. Unsatisfied court judgments

If any **employee** or their personal representative obtains a judgment from a court within the **territorial limits** for damages for **bodily injury** against any company or individual operating from premises within the **territorial limits** and that judgment remains unpaid for more than six months after the date of the award **we** will pay at **your** request the amount of any unpaid damages and awarded costs to the **employee** or their personal representative.

Provided that:

- a) the **bodily injury**:
 - i) is caused during the period of insurance
 - ii) arises out of and in the course of employment in the **business**
- b) there is no appeal outstanding
- c) if a payment is made the **employee** or their personal representative will assign the judgment to **us**.

9. Work overseas

The insurance under this section applies to **bodily injury** caused:

- a) within the **territorial limits**
- b) anywhere in the world where **your** directors, **business partners** or **employees** are on temporary visits for work in relation to the **business** provided that they are normally resident in the **territorial limits** and their contract of service or apprenticeship was entered into in the **territorial limits**.

Special exclusions

This section does not cover:

1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

2. Work offshore

liability for **bodily injury** caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation.

Special provision

1. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by **you** or any series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be £5,000,000 inclusive of all **costs and expenses**.

Special condition

1. Compulsory insurance

You must repay **us** any amounts which **we** are required by compulsory insurance legislation to pay out under this section to the extent that **we** would not otherwise have been liable to make such payments on account of a breach of any of the terms or conditions of this section.

Section B – Public and products liability

This section is only operative if stated in the schedule.

Special definitions

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives.

Clean up costs

- a) Testing for or monitoring of **pollution or contamination**
- b) the costs of **remediation** required by any **enforcing authority** to a standard reasonably achievable by the methods available at the time that **remediation** commences.

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages relating to any event which is covered under this section.

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Enforcing authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Malicious product tampering

Any actual alleged or threatened intentional malicious and wrongful alteration of the **product** by any person including **employees** that renders the **product** unfit or dangerous for its intended use or to create such impression to the public.

Pollution or contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere
- b) **damage** or **bodily injury** caused by pollution or contamination.

Products

Any commodities or goods or anything (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf for the purpose of the **business**.

Product recall costs and expenses

Reasonable and necessary costs incurred by **you** to withdraw or destroy such affected **products** including but not limited to:

- a) notification to known owners of the **product** or public notification to unknown owners of the **product**
- b) transportation including packaging of the **product** from the owner to **you** or the nearest suitable place (including but not restricted to the dealer, wholesaler, retailer or other workshops) where the defects in the **product** can be repaired or the **product** can be replaced
- c) return of the repaired or replaced **product** including packaging to the owner
- d) travel expenses incurred by **employees** or a duly instructed third party should it be proved expedient on cost grounds to repair the defect or replace the **product** on the premises of the **business** or owner instead or recovering or recalling the **product** to the nearest place. For this purpose travel expenses means the expenses of transportation, accommodation and board and the temporary hiring of additional personnel in direct relation with the recall
- e) overtime paid to **your employees** for work devoted exclusively to the recall of the **products**

- f) expense of renting or hiring additional warehouse or storage space for the recall of the **product** for a maximum period of three months
- g) the destruction of the **product** instead of its recovery or recall to the nearest suitable place where necessary because of the legal requirements or where ordered by authorised regulatory body or other competent authority or where expedient on cost grounds
- h) the examination of those **products** (including the cost of transportation to the nearest suitable place) that it can be proven belong to a batch affected by defects

Provided that:

- i) such checking is found to be expedient on cost grounds; and
- ii) that the costs incurred as a result thereof do not exceed the value of the goods

The checking can be done by **you** or an appointed third party. Where checking is done by **you** this extension will cover **your** own costs

- i) legal costs and expenses incurred relating to the affected **products**

Provided that:

- i) **we** must agree in writing to the appointment of any solicitor or counsel who are to act on **your** behalf; and
- ii) all the terms and conditions of this policy will apply except where they have been varied by the terms of this extension.

Remediation

Correcting or fixing the effects of **pollution or contamination** including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Territorial limits

Sub-section B1 – Public liability

- a) Anywhere within the **territorial limits**; and
- b) manual and non-manual work carried out during temporary visits anywhere in the world (other than the United States of America or Canada); and
- c) non-manual work carried out during temporary visits to the United States of America or Canada.

Sub-section B2 – Products liability

Anywhere in the world in respect of **products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Sub-section B1 – Public liability

Cover

We will cover **you** for all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **bodily injury** to any person other than an **employee**
- b) accidental **damage** to property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the **territorial limits** in connection with the **business**, or **your** ownership of the **buildings**. In addition to the limit of indemnity stated in the schedule **we** will pay **costs and expenses**.

The **excess** applicable to accidental **damage** to property is stated in the schedule.

We will settle **your** claim in accordance with the Claims conditions.

Exclusions applicable to Sub-section B1

Sub-section B1 does not cover:

1. Motor

liability arising from the ownership or possession or use by **you** or on **your** behalf of any mechanically propelled motor vehicle or mobile plant:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured

provided that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading mechanically propelled vehicles or mobile plant or the bringing to or the taking away of a load from such vehicle or such plant
- ii) the use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the unauthorised movement on **your** premises or contract site of any mechanically propelled vehicle or mobile plant unless more specifically insured or unless compulsory motor insurance or security is required

2. Products no longer in your control or custody

liability arising from **products** after they have ceased to be in **your** custody or control other than food or beverages for consumption on **your** premises or at any other premises where **you** are carrying on the **business**

3. Property being worked on

damage to the part of any property upon which **you** or any servant or agent of **yours** is or has been working where the **damage** is the direct result of that work

4. Property damage excess

in respect of damages payable for **damage** to property the **excess**. One **excess** will apply in respect of any one occurrence or all occurrences of a series arising from one original cause. The **excess** will not be deducted from payments **we** make to claimants and **you** will be responsible for repaying **us** the **excess** in respect of any such payments

5. Property in your custody or control

damage to property belonging to **you** or borrowed, rented, leased or hired for use by **you** or otherwise in **your** custody or control but this exclusion will not apply to:

- a) the personal effects (including vehicles and their contents) of directors, **employees** and visitors
- b) buildings or their contents temporarily occupied by **you** for the purpose of carrying out work therein or thereon
- c) premises (or fixtures and fittings therein) hired, rented, leased or lent to **you** other than **damage** if liability is assumed by **you** under a tenancy or other agreement and would not have attached in the absence of such agreement

6. Tour operators liability

any liability arising under The Package Travel, Package Holidays and Package Tours Regulations 1992

7. Vessels and craft

liability arising from the ownership or possession or use by **you** or on **your** behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels used on inland waterways.

Sub-section B2 – Products liability

This sub-section is only operative if stated in the schedule.

Cover

We will cover **you** for all sums which **you** may become legally liable to pay as damages in respect of:

- a) accidental **bodily injury** to any person other than an **employee** where such **bodily injury** arises out of and in the course of the employment
- b) accidental **damage** to material property

occurring during the period of insurance within the **territorial limits** in connection with the **business** caused by **products**. In addition to the limit of indemnity **we** will pay **costs and expenses**.

We will settle **your** claim in accordance with the Claims conditions.

Additional cover extension applicable to Sub-section B2 – Products liability

1. Products recall

We will pay **you** in respect of **product recall costs and expenses** incurred with **our** prior written consent for **products** sold or supplied during this period of insurance whose ownership has passed to third parties where the recall is:

- a) necessary in order to avoid:
 - i) accidental **bodily injury** to any person other than an **employee** where such **bodily injury** arises out of and in the course of the employment
 - ii) accidental **damage** to material property
- b) ordered by an authorised regulatory body or other competent authority
- c) as a result of **malicious product tampering**

and notified to **us** during or within 30 days of the expiry of this period of insurance.

Our liability under this extension in any one period of insurance will not exceed £50,000.

You will pay the first £2,500 of each and every claim.

Exclusions applicable to Sub-section B2

Sub-section B2 does not cover:

1. Aircraft products

liability arising from **products** which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

2. Exports to the USA or Canada

liability arising from **products** which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada

3. Product

replacing, reinstating, rectifying or guaranteeing the performance of any **products**

4. Product recall

- a) fines or penalties of any kind
- b) where **you** have assumed liability in contract or agreement other than where **you** would have been liable in the absence of the contract or agreement
- c) recall due to the failure to observe a legal requirement
- d) recall due to prototypes or test **products**
- e) costs associated with the expense to design, re-design, engineer, re-engineer, re-calibrate or re-tool any **product**
- f) any matter that **you**, any **employee** or director had actual or constructive knowledge of prior to the inception date of this cover
- g) **products** supplied prior to the inception of this policy
- h) **products** exported to the United States or America or Canada.

Additional cover extensions applicable to the whole of Section B

The following extensions will apply provided that:

- a) **we** will not be liable unless **we** have the sole conduct and control of all claims covered by these extensions
- b) these extensions will not apply to any liability which is covered by any other policy
- c) nothing in the following extensions will increase **our** liability to pay an amount in excess of the limit of indemnity provided by this section as stated in the schedule.

1. Automatic acquisitions cover

This section extends to any company or companies or partnerships acquired by or created by **you** during the period of insurance.

Provided that:

- a) the business of the new company is within **your** existing **business**
- b) the total wage roll of the new company does not exceed 10% of **your** existing wage roll
- c) **you** will submit full details of the new company to **us** within thirty days of the acquisition or creation
- d) **we** reserve the right to charge an additional premium and/or apply additional terms.

2. Contingent motor liability (non-owned vehicles)

We will also cover **your** legal liability for accidental **bodily injury** to any person and/or accidental **damage** to property arising out of the use of any motor vehicle which is not the property of nor provided by **you** and being used for the purpose of the **business**.

Excluding:

- a) **damage** to vehicles or to goods carried in or on them
- b) accidental **bodily injury** to any person or accidental **damage** to property occurring while a vehicle is being driven by **you** or by any person who to **your** knowledge does not hold a licence to drive that vehicle unless that person has held and is not disqualified from holding or obtaining that licence
- c) liability arising outside the **territorial limits**.

3. Court attendance costs

We will pay **you** the daily rates stated below if any of the following are required to attend court as a witness at **our** request:

- a) **you**, any director or **business partner** £750
- b) any **employee** £250

4. Criminal defence costs

We will also cover **you** or any director, **business partner** or **employee** for legal costs and expenses (including the costs of appeal against conviction) incurred with **our** consent in defence of a criminal charge brought under the following:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007
- c) Part II of the Consumer Protection Act 1987
- d) the Food Safety Act 1990

and which relates to any event involving **bodily injury** or **damage** to property which is or may be the subject of indemnity under this section which has occurred during the period of insurance in the course of the **business**.

We will also pay solicitors fees incurred with **our** consent for representation at any Coroner's inquest or Fatal Inquiry in respect of any death the subject of indemnity under this section, including legal fees for assistance in preparing a written response as required by Rule 43 of the Coroners (amendment) Rules 2008.

Our liability under this extension will not exceed £5,000,000 in any one period of insurance.

Excluding liability:

- i) where **you** or any director, **business partner** or **employee** is insured by another policy
- ii) where the criminal charge is in respect of any deliberate or intentional criminal act of **yours** or of any director, **business partner** or **employee**
- iii) for any appeal costs unless the solicitors engaged consider that there are strong prospects of such appeal succeeding.

5. Data protection

We will pay **you** for legal costs and expenses incurred with **our** prior consent and all sums **you** are required to pay as damages to an individual arising from proceedings brought against **you** under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).

Our liability under this extension will not exceed £1,000,000 in any one period of insurance.

Excluding liability for:

- a) fines, penalties, liquidated, punitive or exemplary damages
- b) the costs of notifying any person regarding loss of personal data
- c) the costs of replacing, reinstating, rectifying or erasing any personal data
- d) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by **you**.

6. Defective Premises Act 1972

We will also cover **you** in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Excluding:

- a) the cost of correcting or fixing any defect or alleged defect in the premises
- b) liability more specifically insured under any other insurance.

7. Environmental clean up costs

We will also cover **you** in respect of all sums including statutory debts that **you** are legally responsible to pay in respect of **clean up costs** arising from environmental damage caused by **pollution or contamination** where liability arises under an environmental directive, statute or statutory instrument.

Provided that:

- a) liability arises from **pollution or contamination** 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; and
- b) all **pollution or contamination** which arises out of one incident will be deemed to have occurred at the same time that incident took place; and
- c) **our** liability under this extension will not exceed £1,000,000 for any one incident and in any one period of insurance and will be the maximum **we** will pay inclusive of all **costs and expenses**; and
- d) immediate loss prevention or salvage action is taken and the appropriate authorities are notified.

Excluding:

- i) **clean up costs** for **damage** to **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- ii) **damage** connected with previously contaminated property
- iii) **damage** caused by a succession of several events where the individual event would not warrant immediate action
- iv) the removal of any risk of an adverse effect on human health on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control
- v) costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time **remediation** commences
- vi) costs for prevention of imminent threat of environmental damage where the costs are incurred without there being **pollution or contamination** caused by a sudden, identifiable, unintended and unexpected incident
- vii) **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
- viii) costs for the reinstatement or reintroduction of flora or fauna
- ix) **damage** caused deliberately or intentionally by **you** or where **you** have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible
- x) fines or penalties of any kind
- xi) **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
- xii) **damage** which is covered by a more specific insurance policy
- xiii) **damage** caused by persons aware of the defectiveness or harmfulness of **products** they have placed on the market or works or other services they have performed
- xiv) **damage** caused by disease in animals belonging to or kept or sold by **you**.

8. Indemnity to directors and employees

In the event of any claim which **you** would be entitled to receive cover for under this section being brought or made against:

- a) any **employee**
- b) any director or **business partner**
- c) any **employee** acting as a member of **your** first aid or medical arrangements but excluding medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- d) any officer or member of **your** canteen, social, sports or welfare organisations

we will cover that person at **your** request against that claim and/or any costs, charges and expenses in respect of it.

Provided that:

- i) that person is not entitled to indemnity under any other insurance; and
- ii) that person will keep to and be subject to the terms and conditions of this policy as though they were **you**.

9. Indemnity to principal

In the event of any claim for which **you** would be entitled to receive indemnity under this section of the policy being brought or made against any **principal we** will indemnify the said **principal** against such claim and any costs, charges and expenses for such claim.

10. Joint liabilities

Where this policy is issued in the joint names of more than one party **we** will cover each party as though a separate policy had been issued to each of them.

Provided that the total amount **we** will pay to all such parties will not exceed the amount payable if they comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

11. Legionella

Special exclusion 11 applicable to the whole of Section B will not apply to any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

All **pollution or contamination** which arises out of or as a consequence of any discharge, release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that **you** first become aware of circumstances which have given or may give rise to such **pollution or contamination**.

Our liability under this extension will not exceed £1,000,000 in any one period of insurance.

Special provision

For the purpose of this extension '**pollution or contamination**' means:

- a) all **pollution or contamination** of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or **personal injury** directly or indirectly caused by such **pollution or contamination**.

You will give **us** notice in writing immediately on becoming aware of circumstances which have given or may give rise to a claim under this extension.

Excluding any claim arising from **pollution or contamination** which arises out of or as a consequence of any discharge release or escape of Legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like if before the current period of insurance **you** had become aware of circumstances which have given or may give rise to such **pollution or contamination**.

12. Libel and slander

The cover provided by Sub-section B1 of this section extends to indemnify **you** in respect of the legal liability to pay compensation and claimants costs and expenses in respect of claims made against **you** during the period of insurance arising from any act of libel or slander committed or uttered in good faith by **you** during the period of insurance in the course of the **business**.

Provided that:

- a) the indemnity granted by this extension will apply solely to **your** in-house and trade publications
- b) **our** liability under this extension will not exceed £250,000 in any one period of insurance.

13. Personal liability

At **your** request cover will apply in respect of the personal liability of any:

- a) director, **business partner** or **employee**
- b) the family of that director, **business partner** or **employee** while accompanying that person during temporary visits anywhere in the world for the purpose of the **business**.

Provided that:

- i) this will not apply to liability more specifically insured under any other insurance
- ii) the persons listed above comply with the terms and conditions of this policy.

Excluding any liability:

- 1) arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- 2) arising from the ownership or occupation of land or buildings
- 3) arising from the carrying out of any trade or profession
- 4) arising from the ownership, possession or use of:
 - A) firearms excluding sporting guns
 - B) mechanically propelled vehicles
 - C) craft designed to travel through air or space
 - D) hovercraft and watercraft
 - E) animals of dangerous species as stipulated by the Animals Act 1971

- 5) arising from **damage** to property owned by or held in trust by:
- A) **you**
 - B) any director, **business partner** or **employee**
 - C) the family of any director, **business partner** or **employee** while accompanying these people during temporary visits anywhere in the world for the purpose of the **business**
- 6) for accidental **bodily injury** sustained by:
- A) **you**
 - B) any director, **business partner** or **employee**
 - C) the family of any director, **business partner** or **employee** while accompanying those people during temporary visits anywhere in the world in the **business**.

14. Personal representatives

In the event of **your** death the indemnity provided by this section will apply to any of **your** personal representatives in respect of liability incurred by **you**.

Provided that such personal representatives will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy.

15. Public relations expenses

Following an event which is or is likely to be the subject of indemnity under this section and which may result in adverse media publicity for **you**, **we** will pay, with **our** prior consent, costs incurred by **you** in respect of the engagement of a public relations consultant to help mitigate reputational damage.

Provided that:

- a) **you** take reasonable measures to avoid or mitigate adverse publicity
- b) the maximum amount **we** will pay under this extension is £25,000 any one event and in any one period of insurance.

16. Vendors' liability

This section is extended to indemnify any vendor to whom certificates of vendors' liability insurance are issued, to the extent that their liability results solely from the sale or distribution of **your products**.

Excluding **bodily injury** or property damage arising out of:

- a) any deliberate physical or chemical alteration to **your products** made by the vendor
- b) any express warranty not authorised by **you**
- c) demonstration, installation servicing or repair operations carried out by the vendor except such operations performed at the vendors' premises in connection with the sale of **your products**
- d) liability expressly assumed under contract by the vendor which would not have applied in the absence of such a contract
- e) repackaging unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from **you** then repackaged in the original container
- f) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make, or normally undertakes to make, in the usual course of business in connection with the distribution or sale of the **your products**
- g) distribution or sales of **your products** which have been labelled or re-labelled or used as a container, part or ingredient of any other thing by or for the vendor.

Special exclusions applicable to the whole of Section B

This section does not cover:

1. Asbestos

liability directly or indirectly caused by, contributed to by or arising out of any **asbestos**

2. Contractual liability

legal liability assumed under contract or agreement unless:

- a) the liability would have existed in the absence of such contract or agreement; and
- b) **we** will retain the control of any claim

3. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

This special exclusion is not applicable to the indemnity provided by the Additional cover extension titled Data protection.

4. Date related performance and functionality

loss or damage, consequential loss, additional expenditure or extra expenses, legal liability, fees, costs, disbursements, awards or other expenses of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- a) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- b) any **data processing system** responding to or dealing in any way with:
 - i) any data denoting a calendar date or dates as if the data did not denote a calendar date or dates
 - ii) any data not denoting a calendar date or dates as if the data denoted a calendar date or dates whether the **data processing system** is **your** property or not

5. Exposure to ultraviolet radiation

any liability arising out of or in connection with exposure to ultraviolet radiation being the ultraviolet region wavelength 10 nanometres to 400 nanometres on the electromagnetic spectrum

6. Foreign operations

any associated or subsidiary company of **yours** or branch office or representative of **yours** with power of attorney domiciled outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

7. Hazardous works

- a) any work of demolition except demolition carried out by **employees**:
 - i) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by **you**
 - ii) of other structures not exceeding four metres in height and not forming part of any building
- b) the construction, alteration or repair of towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks or tunnels
- c) any work carried out on railways, airside or dockside
- d) piling or underpinning, quarrying or the use of explosives
- e) silica removal

8. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages

9. Nuclear and war risks, government or public authority order and sonic bangs

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes
- e)
 - i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
 - ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
- f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

10. Pollution or contamination

liability in respect of **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

All **pollution or contamination** which arises out of one incident will be deemed to have occurred at the time that incident took place

11. Professional advice

liability arising out of professional advice given by you for a fee or in circumstances where a fee would normally be charged

12. Treatment

any liability arising out of treatment or the dispensing of medicines or drugs.

Special provisions applicable to the whole of Section B

1. Discharge of liability

We may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of **costs and expenses** incurred with **our** written consent prior to the date of such payment.

2. Limit of indemnity

The limit of indemnity stated in the schedule is **our** monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) **products**
- b) **pollution or contamination**

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

3. Limit of indemnity – terrorism

The limit of indemnity in respect of any claim against or by **you** or any series of claims against or by **you** arising directly or indirectly from a single act of **terrorism** will be £5,000,000 or the limit of indemnity stated in the schedule whichever is the lesser inclusive of all **costs and expenses**.

Special conditions applicable to the whole of Section B

1. Underground services condition

It is a condition precedent to **our** liability that **you** will:

- a) prior to the commencement of any excavation, digging or earth moving work take all reasonable measures to identify the location of underground pipes, mains, cables and other services with their owner or the relevant authority responsible and retain a written record of such measures
- b) ensure the adoption of a method of work which minimises the risk of **damage** to pipes, cables, mains and other services.

2. Use of heat condition

It is a condition precedent to **our** liability that the following precautions are complied with on each occasion of the use or application of heat (as described below) by **you** or on **your** behalf taking place elsewhere than at **your** own premises.

- a) Application of heat by means of electric, oxyacetylene or other welding or cutting equipment or angle grinders, blow lamps, blow torches, hot air guns or hot air strippers:
 - i) The area in the immediate vicinity of the work (including in the case of work carried out on one side of a wall or partition, the opposite side of the wall or partition) must be cleared of all loose combustible material; other combustible material must be covered by sand or over-lapping sheets or screens of non-combustible material.
 - ii) Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and must be extinguished immediately after cessation of work.
 - iii) During work:
 - 1) at least two adequate and appropriate portable fire extinguishers, in proper working order and with which users must be familiar, must be kept in the immediate area of the work, and, if safe for users to do so, must be used immediately if smoke or smouldering flames are detected
 - 2) other than in respect of application of heat by means of blow lamps, blow torches, hot air guns or hot air strippers, a person must be appointed by **you** to act as an observer to watch for signs of smoke or smouldering or flames.
 - iv) For one hour, starting after completion of each work period, fire safety checks of the working area must be made at intervals of not more than 20 minutes and immediate steps taken to extinguish any smouldering or flames discovered.
- b) In respect of use of asphalt, bitumen, tar, pitch or lead heaters, the heating must be carried out in the open in a vessel designed for the purpose and, if carried out on a roof, the vessel must be placed on a non-combustible heat insulating base.

General exclusion

This policy does not cover:

1. Communicable diseases

Not applicable to Section A – Employers' liability. Applicable to Section B – Public and products liability when shown by endorsement in the schedule

any loss, destruction, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with the following:

a) a **communicable disease**; or

b) the fear or threat (whether actual or perceived) of a **communicable disease**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

General conditions

The following conditions apply to the whole policy. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Alteration

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances which materially increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change this policy may be affected in one or more of the following ways depending on what **we** would have done had **we** known about the change in circumstances:

- a) if **we** would not have continued to provide **you** with any cover **we** may treat this policy as if it did not exist from the date of the change in circumstances; or
- b) if **we** would have applied different terms to the cover **we** may treat this policy as if those different terms applied from the date of the change in circumstances; and/or
- c) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.

You should keep a record (including copies of letters) of all information supplied to **us** in connection with this insurance.

2. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute prior to the arbitrator having reached a decision.

3. Cancellation by you

If **you** decide **you** do not want to accept this policy or any subsequent renewal of it please tell **us** (or **your** broker or insurance intermediary) within 14 days of receiving this policy or renewal notice. **We** will charge **you** on a pro rata basis for the time **we** have been on cover subject to a minimum policy premium of £50 plus insurance premium tax (IPT).

If the policy is cancelled at any other time **we** will charge **you** on a pro rata basis for the time **we** have been on cover subject to the minimum policy premium.

We will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you** subject to the Consumer Credit Act 1974 if it applies.

4. Cancellation by us

We have the right to cancel this policy or any section or part of it by giving 14 days notice in writing to **your** last known address.

You will be entitled to a pro rata return of premium from the date of cancellation subject to a minimum policy premium of £50 plus insurance premium tax (IPT).

We will not refund any premium if **we** have paid a claim or one is outstanding when the policy is cancelled. Where a claim is submitted after the policy has been cancelled **we** will deduct the amount of any premium returned to **you** following the cancellation from any claim payment **we** may make to **you**. If **you** are paying by instalments and **you** have made a claim **you** must still pay **us** the balance of the full annual premium. If **you** do not do this **we** may take the balance of any outstanding premium from any claim payment **we** are making to **you**.

5. Contractual right of renewal (tacit)

If **you** pay the premium to **us** using **our** Direct Debit instalment scheme **we** will have the right which **we** may choose not to exercise to renew this policy each year and continue to collect premiums using this method. **We** may vary the terms of this policy including the premium at renewal. If **you** decide that **you** do not want **us** to renew this policy provided **you** tell **us** or **your** broker or insurance intermediary prior to the next renewal date **we** will not renew it.

6. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
- disclose to **us** all material facts in a clear and accessible manner; and
 - not misrepresent any material facts.
- b) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless **we** may from the relevant date specified in clause d):
- treat this policy as if it had not existed; and
 - not return the premium paid by **you**.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless the cover, meaning this policy or the changes made to it, may be affected from the relevant date in clause d) in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- if **we** would not have provided **you** with the cover **we** will have the option to treat the cover as if it had not existed and repay the premium paid for such cover; or
 - if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply; and/or
 - if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Clauses b) and c) apply with effect from inception, renewal or the date of the changes, depending on when the non-compliance occurred. **We** may also recover any claims payments which have already been made to the extent that the cover under which such payments were made is being treated as if it did not exist or as if it had been subject to different terms under which the claim would not have been payable.
- e) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

7. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- makes a fraudulent or exaggerated claim under this policy; or
- uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- makes a false statement in support of a claim whether or not the claim is itself genuine; or
- submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** have not suffered any loss or damage; or
- suppresses information which **you** know would otherwise enable **us** to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

8. Legal representatives

If **you** die **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under this policy provided that they keep to the terms of this policy.

9. Payment by instalments

Reference to the payment of premium includes payment by monthly instalments. If **you** pay by this method this policy remains an annual contract.

10. Minimum transaction premium

If any changes are made to the policy that result in an additional or return premium of less than a minimum transaction premium of £25 plus insurance premium tax (IPT), then this premium adjustment will not be charged or refunded.

11. Reasonable care

You will take any reasonable steps to protect the property, prevent accidents and comply with laws, bye-laws or regulations and take reasonable care in the selection and supervision of employees.

12. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

Claims conditions

The following conditions apply to the whole policy.

Other special claims conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Claims notification

Upon learning of any circumstances likely to give rise to a claim **you** must:

- a) tell **us** as soon as reasonably possible and give **us** any assistance **we** may reasonably require
- b) immediately send to **us** any writ or summons issued against **you**
- c) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within 30 days after **bodily injury**
- d) take action to minimise the **damage** and to avoid interruption or interference with the **business** and to prevent further injury or **damage**.

2. Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without **our** written consent.

3. Other insurance

If at the time of any occurrence giving rise to a claim there is any other insurance effected by **you** or on **your** behalf providing an indemnity in respect of such claim **our** liability will be limited to its rateable proportion. If any other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy in whole or in part or from contributing proportionally **our** liability under this policy will be limited to any excess beyond the amount which would be payable under such other insurance had this policy not been effected.

4. Subrogation

We are entitled to:

- a) take the benefit of **your** rights against another person prior to or after **we** have paid a claim
- b) take over the defence or settlement of a claim against **you** by another person.

ARAG Head and Registered Office:

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Registered in England and Wales | Company Number 103274
Website: www.arag.co.uk

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