



# Policy

## Media & Entertainment Crew Cover

September 2021



# 1 Contents

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Policy.....	1
1 Introduction .....	3
2 Policy Definitions .....	7
3 Policy Exclusions.....	10
4 Policy Conditions .....	14
5 Liability Extensions .....	19
6 Public Liability Section .....	21
7 Product Liability Section .....	25



# 1 Introduction

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This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium the **Insurer** has relied on the information which the **Insured** has provided.

The **Insurer** will, in consideration of the payment of the premium, insure the **Insured**, subject to the terms and conditions of this policy, against the events set out in the operative Sections and occurring in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Insurer** agrees to accept payment of premium.

This policy should be read carefully to make sure that it meets the needs of the **Insured**. If any corrections are necessary the **Insured** should contact the broker through whom this policy was arranged.

The **Insured** should keep this policy in a safe place –it may need to be referred to if a **Claim** needs to be made.

## 1.1 Policy Format

Upon request Braille, audio or large print versions of the policy and the associated documentation including the Policy Summary document can be provided. If an alternative format is required, please contact the broker through whom this policy was arranged.

## 1.2 Fair Processing Notice

This Privacy Notice describes how XL Catlin Insurance Company UK Limited (“we”, or “us”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to us, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by us for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by us for these purposes with group companies and third-party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [legalcompliance@axaxl.com](mailto:legalcompliance@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.



## **Brokers, Intermediaries, Partners, Employers and Other Third Parties**

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

### **1.3 Third Party Rights**

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

### **1.4 Law and Jurisdiction**

Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

### **1.5 Interpretation**

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.

### **1.6 Information Given to the Insurer**

In deciding to accept this policy and in setting the terms including premium the **Insurer** has relied on the information which the **Insured** has provided. The **Insured** must take care when answering any questions the **Insurer** asks by ensuring that any information provided is accurate and complete.

If the **Insurer** establish that the **Insured** deliberately or recklessly provided untrue or misleading information, the **Insurer** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If the **Insurer** establish that the **Insured** carelessly provided untrue or misleading information the **Insurer** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium if the **Insurer** would not have provided cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided cover on different terms;
- (iii) reduce the amount the **Insurer** pays on any **Claim** in the proportion that the premium the **Insured** has paid bears to the premium the **Insurer** would have charged, if the **Insurer** would have charged more.

The **Insurer** will notify the **Insured** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claim** and (ii) and/or (iii) apply, the **Insurer** will have the right to:

- 1) give notice that it is terminating this policy; or



- 2) give notice that it will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case the **Insured** may then give the **Insurer** notice that the **Insured** are terminating this policy;

in accordance with the Cancellation and Cooling-Off Period Provisions.

#### 1.7 **Change in Circumstance**

The **Insured** must tell the **Insurer** as soon as practicably possible of becoming aware of any changes in the information the **Insured** has provided which happen before or during any **Period of Insurance**.

When the **Insurer** is notified of a change it will tell the **Insured** if it affects the policy. For example, the **Insurer** may cancel the policy in accordance with the Cancellation provisions, amend the terms of the policy or require the **Insured** to pay more for the insurance. If the **Insured** does not inform the **Insurer** about a change it may affect any **Claim** the **Insured** makes or could result in the insurance being invalid.

#### 1.8 **Fraud**

If the **Insured**, or anyone acting for the **Insured**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, The **Insurer**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from the **Insured** any sums paid in respect of the **Claim**; and
- (c) may by notice to the **Insured** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If the **Insurer** exercises its right under (c) above:

- (i) It shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Insurer's** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and
- (ii) The **Insurer** need not return any of the premium paid.

#### 1.9 **Questions and Complaints Procedure**

The **Insurer** is dedicated to providing the **Insured** with a high quality service and the **Insurer** wants to ensure that it maintains this at all times.

If the **Insured** has any questions or concerns about the policy or the handling of a claim, please contact the broker through whom this insurance was arranged.

If the **Insured** wishes to make a complaint, it can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE, UK Branch  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

E-mail: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)  
Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on behalf of the **Insurer** in the administration of complaints.



If the **Insured** remains dissatisfied after the Complaints Department has considered the complaint, or a final decision has not been received within eight (8) weeks, the **Insured** can refer the complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
United Kingdom

Telephone: +44 20 7964 0500 (from outside the UK)

Telephone: 0800 023 4 567 (from inside the UK)

Fax: +44 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### 1.10 **Financial Services Compensation Scheme**

The **Insurer** covered by the Financial Services Compensation Scheme. The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations under this contract of insurance. If the **Insured** was entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk).

#### 1.11 **Regulatory Information**

##### **XL Catlin Insurance Company UK Limited**

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London, EC3V 0BG, United Kingdom.

Registered in England Number 5328622.

This can be checked on the FCA's website at [www.fca.org.uk](http://www.fca.org.uk) which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

##### **XL Catlin Services SE**

XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

This can be checked on the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie) which includes a register of all the firms they regulate



## 2 Policy Definitions

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All the individual policy Sections are subject to the following definitions except where stated below.

- 2.1 **Business** means the business and/or activities stated in the Schedule conducted by the **Insured** at or from premises of the **Insured**, and extends to include
- (a) the ownership, repair and maintenance of the **Insured's** own property including vehicles and plant owned and used by the **Insured**;
  - (b) provision and management of canteen, social, sports, medical and welfare organisations and firefighting and security services principally for the benefit of **Employees** and for the protection and promotion of the **Business** as stated in the **Schedule**;
  - (c) the participation by the **Insured** in exhibitions.
- 2.2 **Claim** means:
- (i) a written demand for damages or other remedy made by a third party in accordance with the laws of a territory specified in the **Schedule** as a Covered Jurisdiction; or
  - (ii) where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within a territory specified in the **Schedule** as a Covered Jurisdiction; or
  - (iii) an award made by a competent court or tribunal anywhere in the world to enforce a judgment, award or settlement made in accordance with the laws of or under the jurisdiction of a territory specified in the **Schedule** as a Covered Jurisdiction.
- 2.3 **Communicable Disease** means any illness, sickness, disease, infection, condition, or disorder caused, in whole or in part, by any direct or indirect contact with or exposure to any virus, parasite, or bacteria or any disease-causing agent of any nature regardless of the method of transmission, contact or exposure
- 2.4 **Computer Virus** means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to Trojan Horses, worms and time or logic bombs..
- 2.5 **Damage** means loss of or physical damage to tangible property. Tangible property does not include any software, data or other information in electronic form.
- Damage** does not include loss of use of property in the absence of physical loss of or physical damage to that property.
- 2.6 **Defence Costs** means costs, fees and expenses incurred by or on behalf of the Insured with the written consent of the **Insurer** in the investigation, defence or settlement of any **Claim**, suit or proceedings which are or would, if successful, be covered under this policy. **Defence Costs** also includes legal expenses in respect of representation at any coroner's inquest or inquiry arising out of matters covered by this policy.
- Defence Costs** do not include:
- (a) the **Insured's** own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or a circumstance; or
  - (b) legal costs and expenses incurred in the defence of any criminal proceedings brought against the Insured or in an appeal against conviction by the **Insured**.
- 2.7 **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
- 2.8 **Employee** means any:



- (a) person under a contract of service or apprenticeship with the **Insured**;
- (b) labour only sub-contractor and persons supplied by them;
- (c) person employed by labour only sub-contractors;
- (d) self-employed person;
- (e) person hired to or borrowed by the **Insured**; or
- (f) person undertaking study or work experience, voluntary work or a youth training scheme with the **Insured**;

working for and under the control of the **Insured** in connection with the **Business**.

- 2.9 **Endorsement** means a change in the terms and conditions of this policy agreed by the Insurer that can extend or restrict cover.
- 2.10 **Excess** means the first part of each and every Claim, for which the Insured is responsible as stated in the Schedule.
- 2.11 **Injury** means:
- (i) accidental:
    - (1) death, bodily injury, illness, disease or psychiatric injury diagnosed by a **Medical Practitioner** of or to a person;
    - (2) trespass, nuisance, invasion of the right of privacy or interference with any right of way, air, light, water or other easement;
  - (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.
- 2.12 **Insured / You / Your** means:
- (a) the person, persons or corporate body or other entity named in the **Schedule**;
  - (b) subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurer**.
- 2.13 **Insured Person** means the **Insured** or any partner, director or **Employee**.
- 2.14 **Insurer / We / Us** means XL Catlin Insurance Company UK Limited
- 2.15 **Medical Practitioner** means a qualified medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice.
- 2.16 **Money** means anything having the value of money, including currency, crossed or uncrossed cheques, crossed or uncrossed Giro cheques, Giro drafts, travellers' cheques, crossed or uncrossed money orders, crossed or uncrossed postal orders, crossed or uncrossed bankers' drafts, bearer bonds, current postage stamps, current revenue stamps, unused units in postage stamp franking machines, bills of exchange, consumer redemption vouchers, trading stamps, gift vouchers, telephone cards and VAT purchase invoices.
- 2.17 **Net Profit** means the net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the **Business** of the **Insured** at the **Premises** after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
- 2.18 **Occurrence** means an event or series of events having a common originating cause, including continuous or repeated exposure to substantially the same general harmful conditions.
- 2.19 **Period of Insurance** means the period stated in the Schedule.
- 2.20 **Pollution** means any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.



- 2.21 **Premises** means the **Insured's** premises specified in the **Schedule**.
- 2.22 **Product** means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, leased, loaned, free issued, altered or repaired by or on behalf of the **Insured** in connection with the **Business**. **Product** does not include food and drink provided mainly for consumption by **Employees**.
- 2.23 **Schedule** means the document entitled Schedule that relates to and forms part of this policy.
- 2.24 **Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government (de facto or de jure) and/or to put the public or any section of the public in fear.
- 2.25 **Turnover** means the **Money** paid or payable to the **Insured** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.
- 2.26 **United Kingdom** means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.



### 3 Policy Exclusions

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All the Sections of this policy are subject to the following exclusions.

This policy does not cover loss, damage, liability, cost or expense caused by or arising directly or indirectly out of:

3.1 **Asbestos**

the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.

3.2 **Care, Custody or Control**

any **Damage** to property owned, leased to, hired by, under hire purchase to, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:

- (a) **Damage** to clothing and personal effects (including vehicles and their contents) of **Employees**, directors, officials, guests and visitors;
- (b) **Damage** to premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no cover shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work but always excluding liability for
  - (i) any liability where indemnity is available under any other insurance benefiting the **Insured**
  - (ii) any liability where the **Insured** has been required to effect adequate property insurance covering damage in respect of customers goods by way of agreement or contract;

or

- (c) Damage to premises including landlord's contents, fixtures and fittings not owned by the **Insured** but leased or rented by the **Insured** in the course of business but always excluding liability for Damage:
  - (i) which attaches by way of any agreement that would not have attached in the absence of such contract or agreement;
  - (ii) arising out of any perils which the tenancy agreement requires the **Insured** to insure against;
  - (iii) to any property which the tenancy agreement requires the **Insured** to insure; or
  - (iv) to any property which the tenancy agreement requires the **Insured** to be responsible for;

except if such **Damage** is the proven consequence of the Insured's own negligence.

3.3 **Data Protection**

compensation, damages, losses, costs, expenses, fines, penalties or any other sum arising out of breach of privacy rules or legislation including for example the Data Protection Act 2018, whether the liability of the Insured arises directly or indirectly.

This exclusion does not apply to the cover provided by Extension 6.4.2 Data Protection Act 2018.

3.4 **Injury to Employees**

any Injury to an Employee where such Injury arises out of and in the course of employment by the Insured or any liability arising out of any workers' compensation or any similar legislation anywhere in the world.

3.5 **Known Prior Circumstances**



circumstances which the Insured or person insured knew or ought to have known was likely to give rise to a Claim prior to the inception date of this policy.

3.6 **Liquidated Damages**

liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.

3.7 **Pollution**

Pollution.

3.8 **Professional Liability**

any breach of professional duty.

3.9 **Punitive Damages**

any award of punitive or exemplary damages including fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.

3.10 **Radioactive Contamination**

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

3.11 **Terrorism**

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

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

3.12 **Tobacco**

raw, dried or cured tobacco or tobacco which has been otherwise processed in any way, cigars, cigar wrappers, pipe tobacco, cigarette filter or filter materials, snuff, chewing tobacco, "smokeless" tobacco products, cigarettes and cigarette paper, tobacco smoke, gaseous or solid residues or by-products of tobacco, tips or filters, any chemical, mineral or other product sprayed on, applied to or found within or used in conjunction with any tobacco, smoking pipes, cigarette holders and any ingredients found within or used in conjunction with tobacco or any of its constituent parts (collectively "tobacco").

This exclusion shall not apply to liability arising from Injury or Damage by fire caused by lit tobacco.

3.13 **Nuclear and War**

any of the following:

- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, civil war, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- (c) discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.



3.14

**Deliberate Acts**

a deliberate act or omission of the Insured (including any director, partner or officer of the Insured) where damage to property or liability to others could reasonably have been expected by the Insured (or such person) having regard to the nature and circumstances of the act or omission.



3.15 **Cyber**

any loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion does not apply to the cover provided by Public Liability Extension 6.4.2 Data Protection Act 2018.

3.8 **Communicable Disease**

- (a) any **Communicable Disease** (actual, threatened, perceived or suspected); or
- (b) any act, error, or omission in controlling, preventing, or suppressing, or failing to control, prevent, or suppress, or in any way relating to any actual, threatened, perceived or suspected outbreak of any **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any other sequence with or to the loss.

Any actual, alleged, threatened, perceived, or suspected presence or existence of any **Communicable Disease** at, on, in, affecting, impacting, or impairing any property, or preventing any use of any property, shall not constitute loss or damage whether physical or otherwise, or loss of use to tangible or intangible property.

The presence of a person or persons at the **Premises** that is/are possibly infected with a **Communicable Disease** or is/are actually infected with a **Communicable Disease** shall not constitute loss or damage, whether physical or otherwise.



## 4 Policy Conditions

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All the individual policy Sections are subject to the following conditions.

### 4.1 Assistance and Co-operation

The Insured and any person insured must provide the Insurer with such information, assistance and co-operation as the Insurer and/or its representative may request. The Insurer shall be entitled to refuse to pay any Claim under this policy in its entirety if the Insured or any person insured fails to do so.

### 4.2 Cancellation and Cooling-Off Period

#### (a) The Insured's Right to Cancel during the Cooling-Off Period

The **Insured is** entitled to cancel this policy by notifying the **Insurer** within fourteen (14) days of either:

- (i) the date the **Insured** receive this policy; or
- (ii) the start of the **Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless a **Claim** has been made in which case the full annual premium is due.

#### (b) The Insured's Right to Cancel after the Cooling-Off Period

The **Insured** is entitled to cancel this policy after the cooling-off period by notifying the **Insurer**. Any return of premium due will be calculated at a proportional daily rate depending on how long the policy has been in force unless a **Claim** has been made in which case the full annual premium is due.

#### (c) The Insurer's Right to Cancel

The **Insurer** is entitled to cancel the policy if there is a valid reason to do so including, for example:

- (i) any failure by the **Insured** to pay the premium; or
- (ii) a change in risk which means the **Insurer** can no longer provide the **Insured** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation the **Insurer** requests, such as details of a **Claim**;

by giving the **Insured** fourteen (14) days' notice in writing. Any return of premium due will be calculated at a proportional daily rate depending on how long the policy has been in force unless a **Claim** has been made in which case the full annual premium is due.

### 4.3 Claim Notification

The Insured must give to the Insurer notice as soon as possible in writing of:

- (i) any Claim made against any Insured or any person insured which is likely to fall within the scope of this Policy;
- (ii) any circumstances of which the Insured or any person insured becomes aware which are likely to give rise to such a Claim being made against the Insured.



Where the Section Trigger is shown as Claims Made or Claims Made and Notified in the Schedule if a circumstance occurring subsequent to the Section Retroactive Date and before the expiry date of the policy is notified to the Insurer during the Period of Insurance and in accordance with this Condition, the Insurer will not deny any subsequent Claim arising out of that circumstance solely because the Claim was made after the expiry date of the policy.

The Insurer shall be entitled to refuse to pay any Claim in its entirety if such notice is not received.

#### 4.4 **Documents Relevant to a Claim**

The Insured or any person insured must ensure that all documents relevant to any Claim and any circumstance which is likely to give rise to a Claim are kept and not destroyed or otherwise disposed of. The Insurer shall be entitled to refuse to pay any Claim under this policy in its entirety if the Insured or any person insured fails to comply with this obligation.

#### 4.5 **Entitlement to Defend**

The Insurer is entitled, but not obliged, to take over and conduct in the name of the Insured or any person insured the defence or settlement of any Claim or to pursue in the name of the Insured or any person insured for its own benefit any Claim for reimbursement or damages or otherwise. The Insurer shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

#### 4.6 **Insolvency, Administration or Liquidation of the Insured**

The **Insured** shall give immediate notice to the **Insurer** and, unless otherwise agreed in writing by the **Insurer**, all sections of this policy will immediately and automatically be cancelled, in the event of any of the following:

- (a) the presentation of a petition seeking the appointment of a receiver or the making of a winding up order or the appointment of an administrator over the **Insured** or the making of any court order to that effect;
- (b) the passing of a resolution for the appointment of a liquidator, receiver or administrator or on the appointment of a liquidator, receiver or administrator over any of the **Insured's** assets;
- (c) the suspension by the **Insured** of payment of its debts or any threat by the **Insured** to do so or the entering into of a voluntary arrangement or other scheme of composition with its creditors by the **Insured**; or the equivalent court application, order, appointment or arrangement in any jurisdiction in which the **Insured** may be domiciled or any territory within the specified territory or territories.

For the purpose of this condition, the **Insured** shall mean only the firm or company named in the **Schedule**.

In such cases, the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance**, unless the **Insured** has made or notified a **Claim** or circumstance under any section of this policy in which case the full annual premium shall be due and no return of premium will be made.

#### 4.7 **Limit of Liability**

##### (a) **Occurrence**

The **Insurer's** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one **Occurrence**.



(b) **Occurrence Limit**

For any **Occurrence** which involves liability under more than one Section, the **Insurer's** total liability in respect of that **Occurrence**:

shall not exceed the largest single Limit of Liability available under those combined Sections; and

shall not exceed, in respect of each Section involved, the Limit of Liability available under that Section;

(c) **Aggregate**

Where an aggregate Limit of Liability is stated in the **Schedule** to apply, the **Insurer's** total liability in respect of the entire **Period of Insurance** shall not exceed the stated aggregate Limit of Liability regardless of the number or severity of **Occurrences** or **Claims**.

(d) **Excess**

No cover shall be granted under any Section for the amount of the **Excess** stated in the **Schedule** in respect of the first amount of each **Occurrence**. The **Excess** amount includes any **Defence Costs**. The Limits of Liability stated in the **Schedule** are in excess of and not reduced by the amount of any **Excess**. Only the largest **Excess** of the relevant Sections shall apply in the event of an **Occurrence** involving liability under more than one Section.

(e) **Contribution**

If at the time of a **Claim** there is any other insurance effected by or on behalf of the **Insured** covering the same risk or part thereof, the **Insurer** shall not be liable for more than their rateable proportion thereof.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy, either in whole or in part or from contributing rateably, the liability of the **Insurer** under this policy shall be limited to such proportion of **Claim** as the cover under this policy bears to the total cover available to the **Insured**.

4.8 **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the Insured or any person insured without the written consent of the Insurer. The Insurer shall be entitled to refuse to pay any Claim under this policy in its entirety if any such admission, offer, promise or payment is made.

4.9 **Payment in Full**

The Insurer may at any time pay to the Insured in connection with any Claim or series of Claims under this policy to which a Limit of Liability applies the amount of such Limit after deduction of any sums already paid or any lesser amount for which such Claims can be settled. Upon such payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such Claims except for the payment of Defence Costs incurred prior to the date of such payment where such Defence Costs are stated as being payable in addition to the Limit of Liability.

4.10 **Premium Adjustment**

Where the premium is provisionally based on the **Insured's** estimates, the **Insured** shall keep accurate records and within ninety (90) days of expiry of the **Period of Insurance** declare such details as the **Insurer** requires. The premium shall then be adjusted and any difference paid or allowed to the **Insured** as the case may be. Failure to declare such details to the **Insurer** will entitle the **Insurer** to make its own estimate and adjust the premium accordingly.



#### 4.11 **Sanctions**

The Insurer shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### 4.12 **Subrogation**

In the event of any payment by the **Insurer** under this policy, the **Insurer** shall be entitled, up to the amount of such payment, to exercise all the rights of recovery of the **Insured** or any person insured against any third party, provided always that they shall not exercise any such rights against any **Employee** or former **Employee** unless the loss was caused or contributed to by a fraudulent, dishonest or malicious act or omission by said person.

The **Insured** and any person insured shall, without charge, provide such assistance as the **Insurer** may reasonably require for the purpose of exercising any rights of recovery and shall at all times protect and preserve any such rights for the benefit of the **Insurer**. The **Insurer** shall be entitled to refuse to pay, or reduce the amount they pay, for any **Claim** under this policy if the **Insured** does not protect and preserve such rights of recovery. The **Insurer**, at its option, may have the conduct of any proceedings to recover monies paid or payable by them, whether or not the **Insured** or person insured has an interest in such proceedings by reason of any uninsured losses.

#### 4.13 **Reasonable Precautions**

The **Insured** must throughout the **Period of Insurance**:

- (a) comply with all legal requirements, regulations, rules and guidelines imposed by any competent authority;
- (b) take all reasonable steps to prevent and minimise accidents, loss, injury and damage;
- (c) take all reasonable steps to maintain property in a good state of repair;
- (d) take reasonable care in the selection and supervision of **Employees**; and
- (e) maintain accounts with a complete record of purchases and sales.

The **Insurer** will be under no obligation to pay any **Claim** to the extent that any matter giving rise to that **Claim** was caused or contributed to, or the **Insurer** has otherwise been disadvantaged, by any failure by the **Insured** to comply with (a) – (e) above.

The **Insured** must also comply with any other specific requirements set out in the policy. Those requirements include Condition 4.3 – Claim Notification. Failure to comply with which will entitle the **Insurer** to refuse to pay any **Claim** under the Section of the policy to which those requirements apply.

#### 4.14 **United States of America and Canada Jurisdiction**

Where the Covered Jurisdiction applicable to any Section is shown in the **Schedule** as Worldwide then in respect of any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part:

- (a) the Section does not cover any liability:  
for and/or arising out of **Pollution**;  
for the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances;
- (b) notwithstanding any provision to the contrary within this policy or anything stated on the **Schedule**, the Limits of Liability stated in the **Schedule** are inclusive of **Defence Costs**;
- (c) any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is subject to the law and exclusive jurisdiction of England and Wales; and



- (d) the **Insurer** shall not be liable for the amount shown as the applicable **Excess** in the **Schedule**, being the first amount of each and every **Claim**. For the purpose of this condition “**Claim**” shall be deemed to include compensatory awards or damages, claimants’ costs, fees and expenses and associated **Defence Costs**.

This condition shall not apply to nor insure against the loss of any **Insured** domiciled or registered in the United States of America or Canada or any country which operates under the laws of the United States of America or Canada, other than in respect of sales offices of the **Insured** where prior agreement has been sought from the **Insurer**.



## 5 Liability Extensions

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### 5.1 Section Extensions

Both the Public Liability and Product Liability sections are subject to the following extensions except where stated below.

#### 5.1.1 Automatic Acquisitions

The policy shall apply automatically to any entity acquired, established or created during the **Period of Insurance**.

Provided always that:

- (a) the turnover of such entity is no more than ten per cent (10%) of the total turnover of the **Insured**;
- (b) the **Insured** shall notify the **Insurer** in writing as soon as possible but no later than ninety (90) days of such acquisition, establishment or creation;
- (c) the **Insurer** shall have the right to accept or refuse cover at the time of notification and to alter the terms and conditions of this policy accordingly including the charging of an additional premium;
- (d) the **Insurer** shall not be liable:
  - (i) where the business of such entity differs from the **Business**;
  - (ii) where cover is provided under any other insurance. This policy shall only apply in excess of such other insurance to the extent of such part of the Limit of Liability as exceeds the limit under the other insurance; and/or
  - (iii) where the **Insurer** is not permitted by applicable law or regulation to provide that coverage and/or would become exposed to legal or regulatory sanction as a consequence of providing that coverage.

#### 5.1.2 Court Attendance Costs

The **Insurer** will reimburse the **Insured's** loss by paying a daily amount as stated below for each day on which attendance is required in the event of any director, partner or **Employee** attending court as a witness at the request of the **Insurer** in connection with a **Claim** which is covered under this policy:

- (a) GBP 250 per day for each day attendance is required for any director or partner of the **Insured**; and
- (b) GBP 100 per day for each day attendance is required for any **Employee** who is not a director or partner.

#### 5.1.3 Cover for Others

Provided that such persons or parties observe, fulfil and are subject to the terms of this policy as though they were the **Insured**, the cover granted under the Public Liability and Product Liability Sections extends to:

- (a) **Employees** in their **Business** capacity for legal liabilities arising out of the performance of the **Business**;
- (b) the officers, committees and members of the **Insured's** canteen, social, sports, medical, firefighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such (but excluding medical practitioners while working in a professional capacity);
- (c) any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only;



- (d) any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to cover under this policy if the **Claim** had been made against the **Insured**;
- (e) the personal representatives of any person insured by reason of this Cover for Others clause in respect of legal liability incurred by such person.

Provided always that such persons or parties observe, fulfil and are subject to the terms of this policy as though they were the **Insured**, the cover granted under the Public Liability Section only also extends to **Members** for legal liability arising out of their activities as such.

#### 5.1.4 **Criminal Proceedings Legal Defence Costs**

The **Insurer** will cover the **Insured** and, at the request of the **Insured**, any director or partner or **Employee** in respect of legal costs and expenses incurred with the **Insurer's** prior written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of:

- (f) a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or any similar **United Kingdom** Health and Safety legislation and regulation; or
- (g) an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amending legislation;

provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.

The cover will not apply:

- (1) to fines or penalties of any kind;
- (2) to liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement;
- (3) to proceedings consequent upon any deliberate act or omission.

The **Insurer's** liability under this extension shall be limited to GBP 1,000,000 in the aggregate in any one **Period of Insurance**. This limit will form part of and not be in addition to the relevant Limit of Liability stated in the **Schedule**.



## 6 Public Liability Section

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### 6.1 Operative Clause

The **Insurer** will cover the **Insured** for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** in the conduct of the **Business**, and arising from **Claims** made against them in the Covered Jurisdictions stated in the **Schedule**.

### 6.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable in addition to or inclusive of the Limit of Liability, subject to what is stated in the **Schedule**. Where **Defence Costs** are payable in addition to the Limit of Liability, if the amount required in settlement of the third party **Claim** is greater than the Limit of Liability available in respect of such **Claim**, then the **Insurer** will not pay more than its corresponding proportional share of the associated **Defence Costs**.

### 6.3 Trigger

The **Schedule** indicates which of the Triggers set out below applies to this Section 6

#### (a) Incidents Occurring During

This Section applies only to **Injury** or **Damage** occurring during the **Period of Insurance**.

#### (b) Claims Made

This Section applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and notified in accordance with Condition 4.3 – Claim Notification arising from any **Injury** and/or **Damage** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

#### (c) Claims Made and Notified

This Section applies only to **Claims** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** or within the number of days of the expiry date of the policy stated in the **Schedule** and in accordance with Condition 4.3 - Claim Notification arising from any **Injury** and/or **Damage** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

However, this Section does not apply to any **Claim** that is covered under any subsequent insurance the **Insured** acquires, or would be covered but for the exhaustion of the Limit of Liability applicable to such **Claim**.

### 6.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

#### 6.4.1 Cross Liabilities

Each person or party specified as the **Insured** in the **Schedule** is separately covered in respect of **Claims** made against any of them by any other such person or party subject to the **Insurer's** total liability not exceeding the stated Limits of Liability.

#### 6.4.2 Data Protection Act 2018

This Section extends to cover the **Insured** for legal liability in respect of any **Claim** for compensation as a result of **Injury** and/or **Damage** under Section 168 of the Data Protection Act 2018.

Cover in respect of such **Claims** shall be available only under the terms and conditions of this extension and nowhere else in this policy.



For the purposes of this extension non-material damage which is the subject of such **Claim** shall be considered as **Injury** and will be treated as having occurred when the claimant first had knowledge or alleges that they had knowledge of the event giving rise to that **Injury**.

This extension applies where **Claims** are made against the **Insured** during the **Period of Insurance** arising from **Injury** and/or **Damage** occurring on or after the Retroactive Date if one is specified in the **Schedule** or the start date of the policy if there is no Retroactive Date and before the expiry date of the policy. If a circumstance occurring subsequent to the Retroactive Date and before the expiry date of the policy is notified to the **Insurer** in accordance with Condition 4.3 – Claim Notification, the **Insurer** will not deny any subsequent **Claim** arising out of that circumstance solely because the **Claim** was made after the expiry date of the policy.

The **Insurer's** liability under this extension shall be limited to GBP 50,000 any one **Occurrence** and in the aggregate, inclusive of **Defence Costs**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

The **Excess** under this extension shall be 10% of each **Claim** subject to a minimum of GBP 1,000 and shall be applicable to **Defence Costs**.

#### **Additional Exclusions**

The **Insurer** shall not provide cover:

- (a) against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this policy if the result could have been expected having regard to the nature and circumstances of such act or omission;
- (b) for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;
- (c) against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
- (d) against liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement.

#### **Fee Payment Condition**

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension in its entirety if the **Insured** has not paid any fees required to be paid by any data protection authority.

#### 6.4.3 **Overseas Personal Liability**

This Section shall extend to include the liability of any director, officer or **Employee** in their personal capacity whilst temporarily outside the **United Kingdom** for the purposes of the **Business**.

Provided that the **Insurer** shall not cover such person in respect of:

- (a) liability caused by or arising from the ownership or occupation of land or buildings;
- (b) liability caused by or arising from the use of any motor vehicle.

#### 6.4.4 **Sudden Pollution**



Exclusion 3.6 – Pollution shall not apply to **Pollution** which is the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **Period of Insurance**.

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension if **Injury** or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.

The **Insured** must take all practical precautions to prevent **Pollution** or the **Insurer** shall have no liability under this policy, unless the **Insured** can show that non-compliance with this condition could not have increased the risk of the loss that actually occurred in the circumstances in which it occurred.

This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.

This extension does not apply to or include legal liability arising directly or indirectly from **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or from **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.

The **Insurer's** liability under this extension for all **Occurrences** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

#### 6.4.5 **Work Overseas**

The **Insurer** will cover the **Insured** under this Section for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** in the conduct of the **Business** outside the **United Kingdom** arising from the activities of:

- (a) any person temporarily engaged by the **Insured**; and
- (b) any person on a temporary visit;

for the purpose of non-manual work anywhere else in the world.

Provided that:

- (i) such person is ordinarily resident within the **United Kingdom**;
- (ii) the **Insurer** shall not provide cover in respect of any temporary visit to the United States of America or any overseas territory or affiliated state of the United States of America; and

#### 6.5 **Exclusions**

This Section does not apply to or include cover for loss, damage, liability, cost or expense arising out of or relating to:

##### 6.5.1 **Abuse**

any act that results in the maltreatment of a person and which may be of, but not limited to, a physical, sexual, verbal, psychological or emotional or financial nature.

##### 6.5.2 **Aircraft, Watercraft or Offshore Installations**

the ownership, possession or use by or on behalf of the **Insured** of any aircraft, spacecraft, hovercraft, offshore installation, rig, platform or watercraft (other than watercraft not exceeding 10 meters in length whilst on inland waterways).

##### 6.5.3 **Airside**



any work undertaken in, on or within any aircraft, airport runway, taxiway, dispersal area, apron, hanger, cargo, transit or flight handling area, including open spaces between and/or other operational or manoeuvring area and including any flight control facilities, wherever situated unless notified and agreed by the Insurer prior to the work being undertaken.

6.5.4 **Contractual Liability**

the terms of any contract unless liability to the same extent would have existed in the absence of the contract.

6.5.5 **Defective Premises Act**

any condition in the **Insured's** premises subsequent to the disposal of such premises by the **Insured**, including liability which is established by application of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

6.5.6 **Deliberate or Reckless Failure to Avoid Injury or Damage**

any deliberate or reckless failure by any **Insured Person** to avoid **Injury** or **Damage**.

6.5.7 **Housing Grants, Construction and Regeneration Act 1996**

any adjudication made under the Housing Grants, Construction and Regeneration Act 1996 following a request for adjudication made by or to the **Insured**.

6.5.8 **Motor Vehicles**

the ownership, possession or use by or on behalf of the **Insured** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.

6.5.9 **Products**

any **Product**.



## 7 Product Liability Section

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### 7.1 Operative Clause

The **Insurer** will cover the **Insured** for all sums they are legally liable to pay as damages (including claimants' costs, fees and expenses) for **Injury** and/or **Damage** caused by any **Product** and arising from **Claims** made against them in the Covered Jurisdictions stated in the **Schedule**.

### 7.2 Defence Costs

The **Insurer** will also pay **Defence Costs**, provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any **Claim**, suit or proceedings. **Defence Costs** will be payable in addition to or inclusive of the Limit of Liability, subject to what is stated in the **Schedule**. Where **Defence Costs** are payable in addition to the Limit of Liability, if the amount required in settlement of the third party **Claim** is greater than the Limit of Liability available in respect of such **Claim**, then the **Insurer** will not pay more than its corresponding proportional share of the associated **Defence Costs**.

### 7.3 Trigger

The **Schedule** indicates which of the Triggers set out below applies to this Section.

#### (a) Incidents Occurring During

This Section applies only to **Injury** or **Damage** occurring during the **Period of Insurance**.

#### (b) Claims Made

This Section applies only to **Claims** first made against the **Insured** during the **Period of Insurance** and in accordance with Condition 4.3 – Claim Notification arising from any **Injury** and/or **Damage** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

#### (c) Claims Made and Notified

This Section applies only to **Claims** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** or within the number of days of the expiry date of the policy stated in the **Schedule** and in accordance with Condition 4.3 – Claim Notification arising from any **Injury** and/or **Damage** occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

However, this Section does not apply to any **Claim** that is covered under any subsequent insurance the **Insured** acquires, or would be covered but for the exhaustion of the Limit of Liability applicable to such **Claim**.



## 7.4 Extensions

These extensions are subject otherwise to the terms, exclusions and conditions of the policy.

### 7.4.1 Consumer Protection and Food Safety Acts

The **Insurer** will cover the **Insured** against loss in respect of legal costs and expenses incurred in the defence of any criminal proceedings for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith.

This extension applies where proceedings are first brought during the **Period of Insurance** in respect of a breach or alleged breach occurring on or after the Retroactive Date specified in the **Schedule** and before the expiry date of the policy.

Cover shall extend to the **Insured** and, at the request of the **Insured**, any director, partner or **Employee** of the **Insured**.

The **Insurer's** liability under this extension shall be limited to GBP 250,000 any one **Occurrence** and in the aggregate which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

#### Exclusions

This Extension does not apply to or include cover for or arising out of or relating to:

- (a) proceedings consequent upon a deliberate act by or omission of any person insured under this Section if the result could have been expected having regard to the nature and circumstances of such act or omission; or
- (b) proceedings which arise out of any activity or risk excluded from this Section.

#### Condition

The director, partner or **Employee** shall as though they were the **Insured** be subject to all the terms and conditions of this policy insofar as they apply.

### 7.4.2 Cross Liabilities

Each person or party specified as the **Insured** in the **Schedule** is separately covered under this Section in respect of **Claims** made against any of them by any other such person or party subject to the **Insurer's** total liability not exceeding the stated Limit of Liability.

### 7.4.3 Defective Premises Act

The **Insurer** will cover the **Insured** against loss in respect of their liability arising out of any condition in the **Insured's** premises subsequent to the disposal of such premises by the **Insured**, including liability which is established by application of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. Such loss shall be treated as arising out of a **Product** for the purposes of this Section.

### 7.4.4 Sudden Pollution

Exclusion 3.6 – Pollution shall not apply to **Pollution** which is the direct result of a sudden, identifiable, unintended and unexpected event occurring in its entirety at a specific time and place during the **Period of Insurance**.

The **Insurer** shall be entitled to refuse to pay any **Claim** under this extension if **Injury** or **Damage** or the entire event giving rise to the **Injury** or **Damage** did not occur during the **Period of Insurance**.

The **Insured** must take all practical precautions to prevent **Pollution** or the **Insurer** shall have no liability under this policy, unless the **Insured** can show that non-compliance with this condition could not have increased the risk of the loss that actually occurred in the circumstances in which it occurred.



This extension does not apply to any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.

This extension does not apply to or include legal liability arising directly or indirectly from **Damage** to premises presently or at any time previously owned or tenanted by the **Insured** or from **Damage** to land or water within the boundaries of or below any land or premises presently or at any time previously owned or leased by the **Insured**.

The **Insurer's** liability under this extension for all **Occurrences** combined throughout the **Period of Insurance** shall not exceed the sub-limit for Pollution Liability stated in the **Schedule**, which shall be a part of and not in addition to the Limit of Liability stated in the **Schedule**.

## 7.5 Exclusions

This Section does not apply to or include cover for or arising out of or relating to:

### 7.5.1 Aircraft or Watercraft

any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft.

### 7.5.2 Contracts or Agreements

any contract or agreement other than a warranty of fitness or quality of the **Product** established or implied by virtue of the Sale of Goods Act 1979 or equivalent legislation or a warranty that work done will be performed in a workmanlike manner.

This exclusion shall not apply to any contract or agreement:

- (a) where the liability of the **Insured** would have existed to the same extent in the absence of such contract or agreement; or
- (b) where the **Insurer** has given its prior written approval to the extension of the **Insured's** liability, as defined by this Section, under the contract or agreement beyond the extent which would have existed in the absence of such contract or agreement.

### 7.5.3 Motor Vehicles

the ownership, possession or use by or on behalf of the **Insured** or any person or party insured by this policy of any motor vehicle or trailer for which compulsory insurance or security is required by legislation or for which the government or other authority has accepted responsibility.

### 7.5.4 Products

any **Damage** to any **Product**;

### 7.5.5 Products Supplied Before Retroactive Date

any **Product** which has left the custody or control of the **Insured** prior to the Retroactive Date, if any, stated in the **Schedule**.

### 7.5.6 Recall

- (a) the recall of any **Product** or part thereof; or
- (b) the recall of any product manufactured, distributed or handled by a customer of the **Insured** of which the **Product** becomes an ingredient or a component part.

### 7.5.7 Repair or Replacement

any costs and/or expenses incurred in the repair, reconditioning or replacement of any Product or part thereof which is or is alleged to be defective.



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