ROKSTONE

rokstoneuw.com

POLICY WORDING

COMBINED LIABILITY

United Kingdom
ROK-01-UK

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GENERAL INFORMATION

INTRODUCTION

Your Policy is a contract between **You** and **Us**. It consists of the following documents:

1. this Policy Wording;
2. the **Schedule**;
3. any Endorsements (in a separate document, if issued).

This document, the **Schedule** and any attached Endorsements together form the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** Insurance Adviser who will be pleased to help **You**. Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

REGULATORY INFORMATION

Your Policy is administered by Rokstone Group Limited trading as Rokstone Underwriting, on behalf of the Insurers shown in the **Schedule**.

Rokstone Group Limited trading as Rokstone Underwriting is registered in England with company number 10397192 and has its registered office at The Monument Building, 3rd Floor, 11 Monument Street, London, EC3R 8AF. Rokstone Group Limited trading as Rokstone Underwriting is authorised and regulated by the Financial Conduct Authority (Reference number 1008277).

This **Policy** is governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

COMPLAINTS

We are committed to delivering the highest standards of customer care and service. If **You** are unhappy with any aspect of this **Policy** or **Our** service, please contact **Us** at:

- Email: **complaints@aventumgroup.com**
- Telephone: +44 (0)203 818 8060
- Writing: The Monument Building, 3rd Floor,11 Monument Street, London, EC3R 8AF, United Kingdom.

Our promise is to:

a) Acknowledge complaints promptly and confirm receipt of **Your** complaint within 5 working days;
b) Issue a summary resolution communication if **We** are able to satisfactorily resolve the complaint within 3 working days;
c) Investigate complaints quickly. Within 4 weeks **You** will receive a final response or an explanation as to why the complaint has not been resolved yet, plus an indication of when **You** will receive a final response;
d) Within 8 weeks of **Us** receiving **Your** compliant, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response;
e) Use information learned during the complaint to improve **Our** complaints process.

FINANCIAL OMBUDSMAN SERVICE

If **You** remain dissatisfied after **Your** complaint has been considered, or **You** have not received a final decision within 8 weeks, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service at:

- Email: **complaint.info@financial-ombudsman.co.uk**
- Telephone: +44 (0)800 023 4567 (from a landline) or +44 (0)300 123 9123 (from a mobile)
- Writing: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Making a complaint does not affect **Your** right to take legal action.

Please quote **Your** policy number in any communication.

FINANCIAL SERVICES COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme in the unlikely event that **We** are unable to meet **Our** obligations to **You** under **Your Policy**. This will depend on the type of insurance and the circumstances of the claim. The service provided by the Financial Services Compensation Scheme is free and impartial.

You can find out more information about the Financial Services Compensation Scheme by visiting their website at **www.fscs.org**.

CLAIMS PROCEDURE

1. Notification

a) **You** must notify **Us** as soon as reasonably practicable of becoming aware of any incident involving **Property Damage** or loss, or any **Claim** or **Circumstance**, using the contact details shown on the **Schedule**.

b) **You** must immediately forward to **Us**, unanswered, any letter of claim, writ, summons, court document, or any other communication relating to a **Claim**.

c) **Claims Made and Notified Trigger**

Where the **Schedule** shows that a Sub-Section is written on a Claims Made and Notified basis, if **You** notify **Us** during the **Policy Period** of a **Circumstance** occurring after the **Retroactive Date** and before the **Expiry Date**, and in accordance with this Claims Procedure, **We** will not deny any subsequent **Claim** arising out of that **Circumstance** solely because the **Claim** is made after the **Expiry Date**.

2. Minimising Loss

a) **You** must take, and allow others to take, all reasonable and practical steps to prevent further **Property Damage**, recover lost property, minimise any **Claim**, and prevent a similar incident from occurring again.

b) **You** must notify the police as soon as reasonably practicable following any theft, attempted theft, malicious damage, riot or civil commotion, or any other criminal act.

3. Documents and Information

a) **You** must give **Us** any additional information, documentation, or evidence **We** reasonably require, and **You** must continue to forward such information immediately when it is received, until **We** tell **You** otherwise.

b) **You** must retain and not destroy or dispose of any documentation relevant to a **Claim** or **Circumstance**.

4. Control of Claims

a) **You** must not admit liability, negotiate, settle, pay, make any offer, or otherwise prejudice the handling of any **Claim** without **Our** prior written consent.

b) **We** may take over and conduct, in **Your** name, the investigation, defence, or settlement of any **Claim**, or any related proceedings, and **We** have full discretion in the conduct of those matters. **You** must provide all information and assistance **We** reasonably require.

c) **You** must allow **Us**, or anyone authorised by **Us**, access to the **Premises** or any other location relevant to the **Claim**.

d) **You** must not abandon any property to **Us** without **Our** prior written consent.

In the event of a breach of the terms of this Claims Procedure, it may impact **Your** ability to make a claim under the **Policy**, or the amount **We** may pay **You**.

HOW WE WILL USE YOUR PERSONAL INFORMATION

In this section **We**, **Us** and **Our** means Rokstone Group Limited.

We will process any personal information **We** obtain in the course of providing **Our** services to **You** in accordance with all relevant data protection legislation and in line with **Our** own Data Protection Policy. We are committed to ensuring that **Your** privacy is protected and that **You** know how **Your** date is used and what **Your** rights are.
Rokstone Group Limited is the controller of **Your** data for the purpose of the sale and administration of **Your** contract of insurance. This means that **We** are the business that decides what **Your** data is used for. If **You** have any questions about how **We** handle **Your** data. **You** can contact **Our** data protection representatives at **Our** registered address.

Rokstone Data Protection Representative
The Monument Building, 3rd Floor, 11 Monument Street, London EC3R 8AF, UK
Alternatively, **You** can email us at data.protection@aventumgroup.com

Your Policy is administered by Rokstone Group Limited on behalf of Markel International Insurance Company Limited.

dataprotectionofficer@markel.com
Data Protection Officer,
Markel International, 20 Fenchurch Street, London, EC3M 3AZ

We will share **Your** personal information with Markel International Insurance Company Limited. A full copy of Markel International Insurance Company Limited's privacy policy can be found using the link at the bottom of this section. **We** will use **Your** personal information to arrange and manage **Your Policy**, including handling underwriting and claims and issuing renewal documents and information to **You** or **Your** insurance broker. **We** may research, collect and use data about **You** from publicly available sources including social media and networking sites. **We** may use this data for the purposes set out in this notice, including fraud detection and prevention. **We** may have to share **Your** personal information with other insurers, statutory bodies, regulatory authorities, **Our** business partners or agents providing services on **Our** behalf and other authorised bodies. **We** will share **Your** personal information with others:

- if **We** need to do this to manage **Your Policy** with **Us**
- including settling claims;
- for underwriting purposes, such as assessing **Your** application
- and arranging **Your Policy**
- for management information purposes;
- to prevent or detect crime, including fraud (see below);
- if **We** are required or permitted to do this by law (for example, if
    - **We** receive a legitimate request
    - from the relevant policing authority or another authority); and/or
    - if **You** have given **Us** permission.

You can ask for further information about **Our** use of **Your** personal information. If **You** require such information, please write to the Data Protection Officer at the above address.

Markel International's Privacy Policy can be found in full here: https://uk.markel.com/privacy-policy
Rokstone Underwriting's Privacy Policy can be found in full here: rokstoneuw.com/privacy-policy

DEFINITIONS SECTION

Where the defined words below appear capitalised and in **bold** anywhere in the **Policy**, they will have the same meaning as defined below.

These Definitions are subject to the terms, conditions, limits, and exclusions of the **Policy**.

Bodily Injury means death, injury, illness, or disease to any person.

Bona Fide Subcontractor means any subcontractor that **You** engage who provides labour together with materials, goods, or services in connection with **Your** contract. **Bona Fide Subcontractor** does not include any person, firm, or company engaged solely to supply labour.

Business means **Your** business as shown under "Business Description" in the **Schedule**.

Circumstance means a circumstance, condition, fact, event, or incident known to **You** and which **You** ought reasonably to realise may give rise to a **Claim**.

Claim means a written communication received by **You** asserting a liability or responsibility for damages or other relief, in respect of any cover under this **Policy**.

Communicable Disease means any disease capable of being transmitted, directly or indirectly, from one organism to another by any means.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party.

Covered Jurisdictions means the countries or territories, specified in the **Schedule** for the applicable Sub-Section, whose courts of competent jurisdiction may issue a judgment of first instance for which cover may be provided under that Sub-Section.

Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

Cyber Incident means:

a) any error or omission, or series of related errors or omissions, involving access to, processing of, use of or operation of any **Computer System**; or

b) any partial or total unavailability or failure, or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Damages means monetary compensation, including interest, claimants' costs, charges, and expenses which **You** are obligated to incur as part of:

a) a judgment or arbitration award; or

b) any settlement entered into with our prior written consent;

but excluding:

i. punitive or exemplary damages;

ii. criminal or civil fines or penalties;

iii. taxes; and

iv. matters uninsurable under the laws governing this **Policy**.

Defence Costs means all costs, fees, and expenses incurred by **You**, with **Our** prior written consent, in the defence or settlement of any **Claim** under this **Policy**, including legal expenses arising from:

a) representation at any Coroner's Inquest or Fatal Accident Inquiry;

b) the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of cover under this **Policy**;

c) any criminal prosecution or proceedings relating to an offence alleged to have been committed during the **Policy Period** by **You** (and, with **Our** prior written consent, by **Your** directors, partners, or **Employees**) in the course of the **Business** in respect of matters which may form the subject of cover under this **Policy**, provided that:

    i. **We** will not cover any fines or penalties imposed as a consequence of such prosecution;

    ii. **We** will not cover **Defence Costs** where **We**, at **Our** sole discretion, obtain the opinion of King's Counsel (or Senior Counsel in Scotland), where such King's Counsel's opinion is that there is no reasonable defence to the prosecution;

iii. in respect of cases of breach or alleged breach of the Health and Safety at Work etc. Act 1974 (and/or any legislation of similar effect), **We** will only cover **Defence Costs** for prosecutions under Section 33(1)(a) to (c) of the Act, or for a similar duty imposed under legislation in Northern Ireland, the Isle of Man, or the Channel Islands;

iv. in respect of cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 (and/or any legislation of similar effect), **We** will only cover **Defence Costs** for proceedings not arising from a deliberate act or omission.

Employee means any person while working for **You** in connection with the **Business** who is:

a) under a contract of service or apprenticeship with **You**;

b) engaged by **You** solely to provide labour under **Your** direction, supervision, or control;

c) hired to or borrowed by **You**, or supplied to **You** by a labour master, agency, or other business providing labour;

d) participating in any government or authorised work experience, training, study or similar scheme;

e) a volunteer or voluntary helper under **Your** supervision; or

f) an outworker or homeworker engaged under a contract to personally perform work in connection with the **Business**.

Excess means the first part of each **Claim** or **Occurrence** as set out in the **Schedule**, for which **You** are responsible and which **You** must pay before **We** become liable to make any payment.

Expiry Date means the last day of the **Policy Period**, as shown in the **Schedule**.

Inception Date means the first day of the **Policy Period**, as shown in the **Schedule**.

Judgment for Damages means a binding and enforceable award of damages or compensation and interest thereon made by a court, arbitrator, adjudicator, or other arbiter of a **Claim** brought by an **Employee** against **You**.

Limit of Liability means the limit of liability applicable to the relevant Section or Sub-Section (or item within such Section or Sub-Section) as set out in the **Schedule**. Where an Extension sets out its own **Limit of Liability**, that **Limit of Liability** applies to that Extension as stated.

Occurrence means any accident or event, or series of accidents or events arising from one originating cause, including continuous or repeated exposure to substantially the same conditions, which unexpectedly or unintentionally results in **Bodily Injury** or **Property Damage**.

Offshore means the period commencing when **Your Employee** embarks onto a conveyance at the point of final departure to an offshore rig, platform, or other installation within the territorial waters of the **United Kingdom**, or on the United Kingdom Continental Shelf, and ending when **Your Employee** disembarks from the conveyance onto land upon return from such offshore installation.

Policy means the documentation pertaining to this contract of insurance, consisting of this Policy Wording, the **Schedule**, and any Endorsements.

Policy Period means the period from the **Inception Date** to the **Expiry Date**, as shown in the **Schedule**.

Pollution means any discharge, seepage, migration, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals, or waste (including materials to be recycled, reconditioned or reclaimed) into or onto the atmosphere, water, land, buildings, or any other tangible property. For the avoidance of doubt, bacteria, viruses, and other pathogens do not fall within this definition.

Premises means buildings, lands, properties, and constructions used by **You** for the purposes of the **Business**, as stated in the **Schedule**.

Principal means a person who engages **You** in writing to perform a contract.

Product means any tangible property, including any associated packaging, containers, labelling, instructions, or advice, that has been manufactured, supplied, or otherwise handled by **You** or on **Your** behalf in the course of the **Business**, and which has left **Your** care, custody, and control. **Product** does not mean any structure or contract works, or materials for incorporation therein.

Property Damage means physical loss, physical damage, or physical destruction of tangible property.

Retroactive Date means the date(s) shown in the **Schedule**.

Schedule means the document titled "Schedule" that relates to and forms part of this **Policy**.

Territorial Limits means the countries or territories, specified in the **Schedule** for the applicable Sub-Section, in which the events giving rise to a loss under that Sub-Section may occur.

Terrorism means any action, threat of action, or attempt at action, including the use or threat of force or violence, by any person or group(s) of persons, whether acting alone, or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes, and intended to influence, intimidate, or coerce any government, international government organisation, or the public, or any section of the public, or any community, or to put them in fear.

Turnover means the money paid or payable to **You** for goods sold and delivered and for services rendered in the course of the **Business** at the **Premises**.

United Kingdom means England, Wales, Scotland, Northern Ireland, the Isle of Man, and the Channel Islands.

We/Us/Our means Rokstone Group Limited trading as Rokstone Underwriting.

You/Your means the party stated in the **Schedule** against "Insured Name**".**

POLICY EXCLUSIONS

All the Sections and their Sub-Sections within this **Policy** are subject to the following exclusions, except where stated below.

1. Asbestos

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with exposure or alleged exposure to asbestos or materials containing asbestos.

This exclusion does not apply to the Employers' Liability Sub-Section.

2. Communicable Disease

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with:

a) any **Communicable Disease**, or any fear or threat (whether actual or perceived) of a **Communicable Disease**; or

b) any action taken, or not taken, in controlling, preventing, suppressing, or in any way responding to any outbreak of a **Communicable Disease**.

This exclusion applies regardless of any other cause or event contributing concurrently or in any sequence.

For the purposes of this exclusion, the presence or suspected presence of a **Communicable Disease**, whether in or on any property, or in any person, does not constitute **Property Damage**.

This exclusion does not apply to the Employers' Liability Sub-Section.

3. Cyber

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with any **Cyber Act** or **Cyber Incident** caused deliberately or accidentally by:

a) the use, or inability to use, any application, software, or programme;

b) any computer virus; or

c) any computer-related hoax relating to (a) or (b) above.

However, where a fire or explosion occurs as a result of a **Cyber Act**, **We** will cover **Property Damage** resulting from that fire or explosion.

This exclusion does not apply to the Employers' Liability Sub-Section, or to the Public Liability Sub-Section's Data Protection Extension, to the extent that it provides cover.

4. Deliberate Acts

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with the deliberate, conscious, intentional, malicious, or wilful act or omission by **You**, or by any of **Your** directors, partners, or **Employees** acting with managerial or supervisory responsibility.

5. Fines and Penalties

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with the imposition, award, or enforcement of any fine, penalty, punitive or exemplary damages, tax, or any sum of a similar nature imposed by any government, regulatory, public, or local authority.

6. Nuclear

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with:

a) ionising radiations from, or contamination by radioactivity from, any nuclear fuel, nuclear waste, or combustion of nuclear fuel;

b) the radioactive, toxic, explosive, or other hazardous or contaminating properties of any nuclear installation, 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, other than radioactive isotopes (excluding nuclear fuel) that are being prepared, transported, stored, or used for commercial, agricultural, medical, scientific, or other similar peaceful purposes; or

e) any chemical, biological, bio-chemical, or electromagnetic weapon.

7. PFAS

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with:

a) any per- and polyfluoroalkyl substance (PFAS), meaning any organic molecule, salt, free radical, or ion that includes at least one:

   i. perfluorinated methyl group ($–CF_3$); or

   ii. perfluorinated methylene group ($–CF_2–$);

b) any substance or mixture that:

   i. is used as an alternative to, replacement of, or substitute for PFAS;

   ii. provides, or is intended to provide, the same or similar function as PFAS; or

   iii. exhibits, or is alleged to exhibit, similar environmental or health risks to those of PFAS;

c) any cost or expense to test for, monitor, clean up, remove, contain, detoxify, treat, neutralise, or in any way respond to the actual, alleged or threatened presence of PFAS or any substance described in (b) above.

This exclusion does not apply to the Employers' Liability Sub-Section.

8. Terrorism

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with:

a) **Terrorism**;

b) action taken in controlling, preventing, suppressing or in any way relating to any **Terrorism**.

This exclusion does not apply to the Employers' Liability Sub-Section.

9. War and Governmental Action

We will not cover **You** for any liability, loss, cost, or expense arising from or in connection with:

a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or warlike operations by a regular or irregular military force or other authority;

b) civil war, rebellion, revolution, insurrection, or the exercise of military or usurped power, or any action taken by or under the authority of any government or other public or local authority in controlling, preventing, suppressing, or defending against any of the foregoing; or

c) nationalisation, confiscation, requisition, seizure, appropriation, or destruction of property by or under the order of any government or other public or local authority.

POLICY CONDITIONS

1. Allocation of Recoveries

If any amount is recovered or received from a third party in connection with any loss or **Claim** which has been paid, or may be payable, under this **Policy**, such recovery shall be applied as follows:

a) the costs of pursuing the recovery shall first be deducted from the recovery proceeds and repaid to **Us**;

b) **You** shall then be entitled to receive any part of the loss **You** have sustained (excluding interest) which exceeds the amount paid or payable under this **Policy**;

c) **We** shall then be entitled to receive the amount **We** have paid (excluding interest) in respect of the loss;

d) any remaining balance (excluding interest) shall belong to **You**; and

e) any interest recovered shall be distributed between **You** and **Us** in the same order and proportion as above.

2. Alteration of Risk

You must notify **Us** as soon as reasonably practicable of any material fact or alteration in the risk which comes to **Your** knowledge or arises during the **Policy Period**. **We** reserve the right to amend the terms, conditions, and premium of this **Policy** from the date of such alteration.

3. Cancellation

a) **Your** right to cancel

You may cancel this **Policy** at any time by giving **Us** thirty (30) days' notice in writing.

Provided no claim has been made under this **Policy**, **We** shall refund a proportionate part of the premium payable under this **Policy** corresponding to the unexpired **Policy Period**.

If a claim has been made, or is outstanding, the full annual premium shall be payable, and no refund shall be made.

b) **Our** right to cancel

We may cancel this **Policy** by giving **You** thirty (30) days' notice in writing.
In such event, **We** shall refund a proportionate part of the premium payable under this **Policy** corresponding to the unexpired **Policy Period**, unless a claim has been made or is outstanding, in which case the full annual premium shall be payable, and no refund shall be made.

4. Covered Jurisdiction of Judgments

We will only provide cover under this **Policy** in respect of judgments of first instance against **You** in the courts of the **Covered Jurisdictions** shown in the **Schedule**.

We will not provide cover for:

a) any judgment given by a court outside the **Covered Jurisdictions**; or

b) any judgment or order of a court within the **Covered Jurisdictions** that is made for the purpose of enforcing a judgment of a court outside the **Covered Jurisdictions**.

The premium payable under this **Policy** has been calculated on that basis, and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

5. Duty of Fair Presentation

a) **Your** duty

Before the start of the **Policy Period** and before any variation (including mid-term adjustments), **You** must make a fair presentation of the risk to **Us**.

A fair presentation means that **You** disclose all material information that **You** know or ought to know, in a clear and accessible way.

For this purpose, what **You** know or ought to know includes:

i. the knowledge of senior management and anyone responsible for this insurance; and

ii. information that should reasonably have been revealed by a reasonable search of available information.

b) Consequences of a breach

i. Deliberate or reckless breach

If **You** deliberately or recklessly fail to make a fair presentation:

A. **We** may treat the **Policy** (or the relevant variation) as if it never existed;

B. **We** may decline all payments for any claim;

C. **We** may retain any premiums paid.

ii. Non-deliberate (negligent or otherwise) breach

If the breach is not deliberate or reckless, **Our** remedies depend on what **We** would have done if **You** had made a fair presentation:

A. if **We** would not have entered into the **Policy** (or agreed to the variation) at all, **We** may treat it as if it never existed, decline all payments for any claim, and return any premiums paid;

B. if **We** would have entered into the **Policy** (or agreed to the variation) but on different terms (other than premium), **We** may treat the **Policy** (or variation) as if those terms applied from the start;

C. if **We** would have charged a higher premium, **We** may reduce proportionately the amount **We** pay for any claim arising after the breach.

Both term adjustments and proportional premium adjustments can apply at the same time if applicable.

c) Mid-term adjustments

The duty of fair presentation also applies to any mid-term adjustment or variation of this **Policy**. If **You** breach this duty in relation to any variation, any remedies available to **Us** under this **Policy** or the Insurance Act 2015 will only apply to claims arising after the effective date of that adjustment or variation.

d) Statutory rights

This clause is subject to the provisions of the Insurance Act 2015. Nothing in this clause limits or excludes any right or remedy available to **Us** under that Act.

6. Excess

a) Application of the **Excess**

Where an **Excess** is stated in the **Schedule**, **You** are responsible for the first amount so specified of each and every **Occurrence** (including all related costs and expenses), unless stated otherwise in the **Schedule**.

No cover is provided under this **Policy** for the amount of the **Excess**. The **Limits of Liability** and Sums Insured shown in the **Schedule** apply in addition to, and are not reduced by, the amount of any **Excess**.

b) Payment of the **Excess**

You must pay the amount of any **Excess** when due, including where **We** have incurred or agreed to incur costs or expenses in the investigation, defence, or settlement of any claim.

We may, at **Our** discretion or where required by law, pay any part of the **Excess** to effect settlement of a claim or potential claim, in which case **You** must reimburse **Us** immediately on request.

c) Single **Excess** for connected claims

Where a single **Occurrence** gives rise to liability under more than one Sub-Section, or where more than one **Excess** could otherwise apply to the same **Occurrence** (including different **Excesses** within a single Sub-Section), only the largest applicable **Excess** shall apply to all such claims.

d) Effect of the **Excess**

The existence or application of the **Excess** does not affect any of **Your** duties or **Our** rights under this **Policy**, including those relating to the notification, conduct, and defence of claims.

7. Fraudulent Claims

a) Fraudulent claims

If **You**, or anyone acting on **Your** behalf, makes a claim which is fraudulent, fraudulently exaggerated, or supported by false statements, means, or evidence under this **Policy**:

i. **We** shall not be liable to pay the claim;

ii. **We** may recover from **You** any sums paid by **Us** in respect of the claim; and

iii. **We** may, by notice to **You**, treat the **Policy** as having been terminated with effect from the time of the fraudulent act.

b) Effect of termination

If **We** exercise **Our** right to terminate the **Policy** under paragraph (a)(iii):

i. **We** shall not be liable for any loss or **Claim** arising from **Occurrences** after the termination date; and

ii. **We** shall not return any premium paid under this **Policy**.

c) Statutory rights

Nothing in this clause limits or excludes any right or remedy available to **Us** under the Insurance Act 2015.

8. Interpretation

In this **Policy**:

a) Singular, plural, and gender

Words in the singular include the plural and vice versa. Words importing any gender include all genders.

b) Capitalised terms

Except for headings, all capitalised words and terms, when also shown in **bold**, have the meaning given to them in the Definitions Section of this **Policy**.

c) Statutes and statutory provisions

A reference to any statute, statutory provision, order, or regulation includes that provision as amended, re-enacted, or replaced from time to time, whether before or after the **Inception Date** of this **Policy**. References also include any subordinate legislation made under that statute or provision, as amended or re-enacted, and any equivalent legislation in another jurisdiction.

d) Headings

Headings are included for ease of reference only and shall not be considered part of the **Policy** when interpreting its meaning.

e) Persons and entities

The word "person" includes any natural person, corporate body, or unincorporated body, unless otherwise specified in the **Policy**.

f) Severability

If any term, condition, exclusion, Endorsement, or part thereof is found to be invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the **Policy**, which shall remain in full force and effect.

9. Law and Jurisdiction

This **Policy** and any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with it, its subject matter, interpretation, or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

The language of this **Policy** and all communications relating to it shall be English.

10. Other Insurance

If any loss or **Claim** covered by this **Policy** is also covered, in whole or in part, by any other valid and collectible insurance (other than insurance specifically stated to be in excess of this **Policy**), this **Policy** shall apply after such other insurances have been exhausted and shall not contribute with them, and nothing in this **Policy** shall be construed to make it subject to the terms, conditions, or limitations of such other insurance.

11. Precautions

You must at all times take all reasonable precautions and steps:

a) to observe and comply with all statutory or local authority laws, obligations, and requirements;

b) in the selection of suitable **Employees** and **Bona Fide Subcontractors**;

c) to ensure that construction plant, equipment, and machinery are substantial, sound, in proper order, and fit for the purposes for which they are used;

d) to prevent accidents, **Bodily Injury** or **Property Damage**; and

e) on discovering any defect in the Contract Works or in any construction plant, equipment, or machinery, to take such temporary precautions as the circumstances may require until the defect has been remedied.

We will have no liability under this **Policy** if **You** fail to comply with these provisions, unless **You** can show that such non-compliance could not have increased the risk of the loss which actually occurred.

12. Premium Adjustment

a) Recordkeeping and declaration

If any part of the premium for this **Policy** has been calculated on estimates provided by **You**, **You** must keep accurate records of all relevant particulars and allow **Us** to inspect them. Within one (1) month after the **Expiry Date**, **You** must provide **Us** with a written declaration of the actual figures for that **Policy Period**, split in accordance with the adjustable premium components set out in the **Schedule**.

b) Adjustment of premium

We will adjust the premium based on the difference between the estimated and actual figures. **You** must pay any additional premium due within thirty (30) days of **Our** written notification of any amount payable.

c) Effect of non-compliance

If **You** fail to provide the declaration within the required timeframe, or fail to pay any additional premium due, **We** may:

i. refuse to pay, or reduce the amount **We** will pay, in respect of any loss or **Claim** under this **Policy**; and

ii. recover any unpaid additional premium as a debt due, even if the **Policy** has expired.

d) Survival

The obligation to provide declarations and pay any additional premium survives the **Expiry Date** of the **Policy** and any termination or non-renewal of the **Policy**.

13. Premium Payment

a) **Your** obligation to pay

You must pay the premium payable under this **Policy** in full. The first premium is due within sixty (60) days of the **Inception Date**.

b) Non-payment and cancellation

If the premium remains unpaid after its due date, this **Policy** shall be treated as cancelled as follows:

i. if no part of the premium has been paid, this **Policy** shall be cancelled from the **Inception Date**;

ii. if a part of the premium has been paid, this **Policy** shall be cancelled with effect from the date up to which the premium paid would have provided cover on a pro rata basis.

c) Effect of non-payment on claims

Where this **Policy** terminates due to non-payment of premium, no cover shall be provided for any loss or **Claim** arising on or after the termination date.

Any premium paid prior to termination shall be considered fully earned if a valid claim occurs during the **Policy Period**.

d) Severability

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, this shall not affect the validity and enforceability of the other provisions, which shall remain in full force and effect.

14. Sanctions Suspension Clause

The provision of any cover or benefit, or the payment of any **Claim** under this **Policy**, shall be suspended, to the extent that doing so would expose **Us** to any sanction, prohibition or restriction under any United Nations resolution, or any trade or economic sanctions, laws, or regulations of the European Union, **United Kingdom**, or United States of America.

Such suspension shall continue until such time as **We** would no longer be exposed to any such sanction, prohibition, or restriction.

15. Several Liability

This **Policy** may be provided by more than one insurer. Each insurer is responsible only for their own proportionate share of the risk, as set out in the **Schedule** or as otherwise agreed.

For example, if an insurer's share is twenty percent (20%), they will receive twenty percent (20%) of the premium and are responsible for paying twenty percent (20%) of any loss or **Claim**.

No insurer shall be liable for any portion of the risk or any obligation of any other insurer, under any circumstances.

16. Subrogation

a) Assignment and cooperation

If any payment is made, or may be made, under this **Policy**, **You** shall, at **Our** request, do and assist in doing all acts reasonably necessary to secure **Our** rights of recovery against any third party not entitled to cover under this **Policy**. This includes providing all relevant information, documents, and assistance, and, if requested, formally assigning such rights to **Us**.

b) Protection of **Our** rights

You shall not do anything to prejudice or waive any rights **We** may have against any third party. If **You** prejudice or waive such rights, **We** shall be entitled to reduce or refuse any cover under this **Policy** to the extent that **Our** rights are affected.

c) Timing

Your obligations under this condition apply both before and after any payment under this **Policy**, and continue until **Our** subrogation rights are fully enforced or waived by **Us** in writing.

17. Third Party Rights

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

LIABILITY SECTION

LIABILITY SECTION EXTENSIONS

1. Corporate Manslaughter

We will cover **You** for **Defence Costs** in cases of an alleged offence by **You** under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amending legislation, provided that it relates to an offence alleged to have been committed during the **Policy Period**, arising in the course of the **Business**.

We will not cover **You** under this Extension for:

a) fines or penalties of any kind;

b) liability assumed by **You** under contract, agreement, or guarantee, unless such liability would have attached in the absence of such contract, agreement, or guarantee;

c) proceedings arising from any deliberate act or omission.

The most **We** will pay under this Extension is GBP 1,000,000 in respect of an **Occurrence** and in the aggregate during the **Policy Period**. This sub-limit is a part of, and not in addition to, the **Limit of Liability**, and is inclusive of **Defence Costs**.

2. Court Attendance Costs

If any of **Your** directors, partners, or **Employees** are requested by **Us** to attend court as a witness in connection with a **Claim** which is the subject of cover under this Section, **We** will pay compensation to **You** at the following rates for each day on which attendance is required:

a)	**Your** director or partner	GBP 500 per day
b)	**Your Employee**	GBP 250 per day

3. Cross Liabilities

Where more than one party is named in the **Schedule** as the Insured, this Section will apply to each party as if a separate **Policy** had been issued to each. However, **Our** total liability to all parties together will not exceed the applicable **Limit of Liability**.

4. Housing Grants Construction and Regeneration Act 1996

The cover provided under this Section is extended to apply to any process of adjudication, or decision of an adjudicator, under the Housing Grants, Construction and Regeneration Act 1996 (or any subsequent amending legislation), provided that **You** comply with the following:

a) **Your** obligations

i. **You** must notify **Us** immediately, and no later than two working days after receipt, of any notice of intention to refer a dispute to adjudication served on **You**, or issued by **You** which amounts to a **Circumstance**.

ii. **You** must promptly forward to **Us** all information and documentation relating to any adjudication, including anything received by or provided by **You** to the adjudicator.

iii. **You** must allow **Us** to appoint advisers or representatives, and to conduct (including the right, but not the obligation, to take over conduct of) the adjudication as **We** consider appropriate, and provide such assistance as **We** may reasonably require.

iv. **You** must comply with any request, direction, or timetable of the adjudicator.

v. **You** must satisfy **Us** that any dispute referred to adjudication is, or would be, the subject of cover under this Section, and that any decision represents an award of **Damages** against **You**.

vi. **You** must not agree to treat the adjudicator's decision as final without **Our** prior written consent.

vii. If an adjudicator decides that such an award is payable, **You** must give **Us** every assistance in bringing legal or arbitration proceedings (as appropriate under **Your** contract) to challenge, stay enforcement of, reopen, or overturn that decision, or otherwise to recover any award. **We** will have sole conduct of such proceedings.

b) Contract terms

Any adjudication provisions in contracts entered into by **You** must:

i. provide that the adjudicator is independent of the parties;

ii. not allow the adjudicator's decision to be final or binding;

iii. not allow the adjudicator to disregard the parties' legal entitlements to reach a commercially based decision;

iv. not prevent either party from being assisted or represented by advisers or representatives (whether legally qualified or not);

v. not restrict the commencement of legal or arbitration proceedings (other than adjudications under the Act).

c) Non-compliance

We will have no liability under this Extension if **You** fail to comply with these provisions, unless **You** can show that such non-compliance could not have increased the risk of the loss which actually occurred.

5. Indemnity to Others

At **Your** request, **We** will cover the liability of:

a) any of **Your** directors or **Employees**, in connection with the **Business** as stated in the **Schedule**;

b) the committees, or any director or member thereof, of any of **Your** sports or social clubs, and any canteen, medical, firefighting or welfare facilities, but only in respect of such facilities;

c) any hired or borrowed employee for whom **You** are responsible, or for any other person under a contract of service with **Your** contractor and where **You** in the course of the **Business** have agreed to accept responsibility;

d) **Your** directors and/or officials in their personal private capacity arising from work undertaken for them by **Your Employees**;

each of whom shall be subject to the terms of the **Policy**, so far as they can apply, and provided that **You** would have been entitled to cover under the relevant Sub-Section if the **Claim** had been made against **You**.

Cover under this Extension shall in no way operate to increase the applicable **Limit(s) of Liability** shown in the **Schedule**, and any payment made will erode such **Limit(s) of Liability**.

6. Indemnity to Principals

At **Your** request, **We** will cover the liability of any **Principal**, but only to the extent that such liability arises solely out of the work performed by **You**, or on **Your** behalf, for the **Principal**, and provided always that such liability is no greater than it would have been in the absence of any contractual agreement between **You** and the **Principal**.

Any **Principal** covered under this Extension shall be subject to the terms of the **Policy** as though they were **You**.

Cover under this Extension shall in no way operate to increase the applicable **Limit(s) of Liability** shown in the **Schedule**, and any payment made will erode such **Limit(s) of Liability**.

LIABILITY SECTION EXCLUSIONS

All the Sub-Sections within this Liability Section are subject to the following exclusions, except where stated below.

1. Data Protection

We will not cover **You** for any liability directly or indirectly arising from any breach of privacy or data protection legislation. This includes Sections 168 and 169 of the Data Protection Act 2018 and Article 82 of the General Data Protection Regulation (EU) 2016/679, or equivalent.

This exclusion does not apply to the extent that the Data Protection Extensions under the Employers' Liability and Public Liability Sub-Sections provide cover.

2. Liquidated Damages

We will not cover **You** for any liability arising from liquidated damages clauses, penalty clauses, or performance warranties unless **You** can prove that liability would have attached in the absence of such clauses or warranties.

This exclusion does not apply to the Employers' Liability Sub-Section.

3. Overseas Entities

We will not cover **You** for any liability arising from:

a) any entity domiciled or registered outside of the **United Kingdom**, except in respect of **Employees** working in the **United Kingdom** for which **We** have given **Our** prior written consent; or

b) any office, branch, or other permanent establishment located outside of the **United Kingdom**, except in respect of **Your** sales offices for which **We** have given **Our** prior written consent.

LIABILITY SECTION CONDITIONS

All the Sub-Sections within this Liability Section are subject to the following conditions, except where stated below.

1. Apportionment of Defence Costs

In the event of a loss arising to which **We** may be liable to contribute under this **Policy**, no **Defence Costs** shall be incurred on **Our** behalf without **Our** prior written consent. Where such consent is given, **We** shall contribute to those **Defence Costs** in the same proportion that:

a) **Our** share of the loss as finally settled bears to the total amount payable in respect of that loss, where other insurance or indemnity also applies; or

b) the **Limit of Liability** bears to the total amount paid to dispose of the **Claim**, where the total amount paid (exclusive of **Defence Costs**) exceeds the **Limit of Liability**.

Defence Costs will otherwise be payable in accordance with this **Policy**, and as stated in the **Schedule**, whether as part of or in addition to the **Limit of Liability**.

2. Bona Fide Subcontractors

You must ensure that every **Bona Fide Subcontractor You** engage:

a) maintains employers' liability insurance with a limit of at least GBP 5,000,000;

b) maintains public liability insurance with a limit equal to or greater than the Public Liability **Limit of Liability** shown in this **Policy**;

c) has an indemnity to **You** as principal included under their employers' and public liability insurances.

Where a breach of this condition has led to, or contributed to, any **Claim** under this **Policy**, **We** may refuse to pay, or reduce the amount **We** will pay, in respect of that **Claim**, unless **You** can show that **Your** non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3. Discharge of Liability

We may, at any time, pay to **You** in connection with any **Claim** or series of **Claims** to which the **Limit of Liability** applies, either:

a) the full amount of that **Limit of Liability** (after deducting sums already paid by **Us**); or

b) any lesser amount for which such **Claim(s)** can be settled.

Once such payment has been made, together with any **Defence Costs** incurred with **Our** prior consent up to that date (where such **Defence Costs** are payable in addition to the **Limit of Liability**), **We** will have no further liability under this **Policy** in respect of those **Claim(s)** and will relinquish conduct and control of them.

4. Limit of Liability

a) Occurrence

The most **We** will pay for **Damages** in respect of any one **Occurrence** will not exceed the **Limit of Liability** shown in the **Schedule** for that Sub-Section.

b) Occurrences involving more than one Sub-Section

Where an **Occurrence** involves liability under both the Public Liability and Product Liability Sub-Sections, the most **We** will pay in total for **Damages** will not exceed the highest single **Limit of Liability** available under either of those Sub-Sections.

c) Aggregate Limit of Liability

Where an aggregate **Limit of Liability** applies, the most **We** will pay for **Damages** in total during the **Policy Period** will not exceed that **Limit of Liability**, regardless of the number or severity of **Occurrences** or **Claims**.

d) Extensions

Where an Extension sets out its own limit or aggregate limit, that limit applies only to that Extension as stated, and is included as part of, and not in addition to, the **Limit of Liability** shown in the **Schedule** for that Sub-Section.

5. Personal Protective Equipment

You must ensure that:

a) personal protective equipment (PPE) is provided and signed for upon receipt by each **Employee**, except that disposable PPE does not need to be signed for;

b) all **Employees** are made aware of the dangers of not using PPE, including by receiving appropriate training;

c) a register is maintained which records compliance with the above, including evidence that PPE has been issued and that **Employees** have received appropriate training.

Where a breach of this condition has led to, or contributed to, any **Claim** under this **Policy**, **We** may refuse to pay, or reduce the amount **We** will pay, in respect of that **Claim**, unless **You** can show that **Your** non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

6. Rights of Recourse

You must at all times retain full rights of recourse against those supplying products, or otherwise providing **You** a service in connection with a **Product** or a component thereof, unless **We** have agreed in writing to the waiver of such rights.

Where a breach of this condition has led to, or contributed to, any **Claim** under this **Policy**, **We** may refuse to pay, or reduce the amount **We** will pay, in respect of that **Claim**, unless **You** can show that **Your** non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

7. United States of America and Canada Jurisdiction

Where the **Covered Jurisdiction** applicable to any Sub-Section is stated in the **Schedule** as Worldwide, then in respect of:

a) any judgment made within any country or territory which operates under the laws of the United States of America or of Canada; or

b) any order made anywhere in the world to enforce such judgment;

Defence Costs will always be payable as part of the **Limit of Liability**.

EMPLOYERS' LIABILITY SUB-SECTION

WHAT IS COVERED

We will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of **Bodily Injury** to any **Employee** usually domiciled within the **United Kingdom** arising from and in the course of their employment by **You**, and occurring during the **Policy Period**, in relation to the **Business**, and in the **Covered Jurisdictions** stated in the **Schedule**.

The cover provided shall only apply to **Bodily Injury** sustained:

a) within the **Territorial Limits**;

b) outside the **Territorial Limits** during temporary visits abroad, of no longer than six (6) months, provided that such **Employee** is undertaking non-manual work only.

DEFENCE COSTS

We will pay **Defence Costs** incurred, with **Our** prior written consent, for representing **You** in legal proceedings which are or may be the subject of cover under this **Policy**. Payments for **Defence Costs** will be payable as part of the **Limit of Liability**, unless stated otherwise in the **Schedule**.

HOW MUCH WE WILL PAY

The most we will pay for **Damages** in respect of any one **Occurrence** will not exceed the **Limit of Liability** shown in the **Schedule**.

EXTENSIONS

1. Asbestos

Where a sub-**Limit of Liability** is shown in the **Schedule**, **We** will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of **Bodily Injury** to any **Employee** arising from exposure, or alleged exposure, to asbestos or materials containing asbestos.

2. Data Protection

Where a sub-**Limit of Liability** is shown in the **Schedule**, **We** will cover **You** for sums that **You** become legally liable to pay as compensation to any **Employee** as a result of **Bodily Injury** under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679.

3. Medical Treatment

We will cover **You**, and any medical doctor or dentist employed by **You**, in respect of liability to any person under a contract of service or apprenticeship with **You** resulting from treatment given, provided that any such doctor or dentist shall be subject to the terms of this **Policy** as if they were **You**, so far as they can apply, and provided that **You** would have been entitled to cover under this Sub-Section if the **Claim** had been made against **You**.

4. Offshore

Where a sub-**Limit of Liability** is shown in the **Schedule**, **We** will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of **Bodily Injury** to any **Employee** sustained **Offshore** arising from and in the course of their employment by **You**, and caused during the **Policy Period**, in relation to the **Business**, and in the **Covered Jurisdictions** stated in the **Schedule**.

5. Terrorism

Where a sub-**Limit of Liability** is shown in the **Schedule**, **We** will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of **Bodily Injury** to any **Employee** arising from **Terrorism**.

6. Unsatisfied Court Judgments

In the event that a **Judgment for Damages** is obtained by an **Employee** or the personal representative(s) of an **Employee**:

a) from or under the jurisdiction of a court in the **United Kingdom**;

b) in respect of **Bodily Injury**, caused during the **Policy Period**, and arising from the **Employee's** employment or engagement by **You** in relation to the **Business**; and

c) which remains unsatisfied in whole or in part six (6) months after the date of such judgment;

then, at **Your** request, **We** will pay to the **Employee**, or the personal representative(s) of the **Employee**, the amount of any **Damages** to the extent that they remain unsatisfied. Provided that:

i. there is no appeal outstanding;

ii. **We** would have provided cover under this Sub-Section of the **Policy**, if the judgment had been made against **You**; and

iii. **We** will be entitled to take over, and prosecute for **Our** own benefit, any **Claim** against any other person, and **You**, the **Employee**, or the personal representative(s) of the **Employee**, shall give all information and assistance required by **Us**.

EXCLUSIONS

1. Motor

This Sub-Section does not provide any cover in respect of liability for which compulsory motor insurance or security is required under any applicable legislation.

SPECIAL PROVISIONS

1. Certificate of Employers' Liability

If this **Policy** or Sub-Section is cancelled, any Certificate of Employers' Liability Insurance issued will also be cancelled from the same date.

2. Compulsory Insurance Legislation

The cover provided under this **Policy** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **United Kingdom**, and offshore installations in its territorial waters or on its continental shelf, but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

PUBLIC LIABILITY SUB-SECTION

WHAT IS COVERED

We will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of accidental:

a) **Bodily Injury**

b) **Property Damage**

occurring during the **Policy Period**, arising in connection with the **Business**, and in the **Covered Jurisdictions** stated in the **Schedule**.

The cover provided shall only apply to **Bodily Injury** or **Property Damage** sustained:

i. within the **Territorial Limits**;

ii. outside the **Territorial Limits** during temporary visits abroad by **Employees**, of no longer than six (6) months, provided that such **Employee** is undertaking non-manual work only, and is usually domiciled within the **United Kingdom**.

DEFENCE COSTS

We will pay **Defence Costs** incurred, with **Our** prior written consent, for representing **You** in legal proceedings which are or may be the subject of cover under this **Policy**. Payments for **Defence Costs** will be payable as part of the **Limit of Liability**, unless stated otherwise in the **Schedule**.

HOW MUCH WE WILL PAY

The most we will pay for **Damages** in respect of any one **Occurrence** will not exceed the **Limit of Liability** shown in the **Schedule**.

EXTENSIONS

1. Data Protection

We will cover **You** in respect of legal liability in respect of any **Claim** under:

a) Sections 168 and 169 of the Data Protection Act 2018; or

b) Article 82 of the General Data Protection Regulation (EU) 2016/679 (UK GDPR);

in connection with personal data, as defined in the Regulation, processed by **You**, during the **Policy Period**, within the **Territorial Limits** and arising in connection with the **Business**.

Cover in respect of such **Claims** shall only be available under this Extension, and nowhere else in the **Policy**. The "Cyber" Policy Exclusion does not apply to this Extension, to the extent that this Extension provides cover.

This Extension applies where a **Claim** is first made against **You** during the **Policy Period** arising from damage occurring on or after the **Retroactive Date** stated in the **Schedule** and before the **Expiry Date** of the **Policy**.

The most **We** will pay for **Damages** under this Extension is GBP 50,000 in respect of an **Occurrence** and in the aggregate during the **Policy Period**. This sub-limit is a part of, and not in addition to, the **Limit of Liability**, and is inclusive of **Defence Costs**.

The **Excess** under this Extension is 10% of each **Claim**, or GBP 1,000, whichever is the greater amount. The **Excess** is applicable to **Defence Costs**.

We will not cover **You** under this Extension for:

i. liability caused by any deliberate act or omission by **You**, the result of which could reasonably have been expected by **You**, having regard to the nature and circumstances of such omission;

ii. the cost of replacing, reinstating, rectifying, erasing, blocking, or destroying any data or personal data, as defined in the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679 or any subsequent overriding legislation;

iii. liability arising from the recording, processing, or provision of data or personal data for reward, or to determine the financial status of any person; or

iv. liability which attaches by virtue of a contract or agreement, unless liability would have attached in the absence of such contract or agreement.

2. Defective Premises Act

We will 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, or any subsequent amending or overriding legislation in substitution thereof, in respect of any of premises which was occupied or owned by **You** in connection with the **Business**, and which have since been disposed of by **You**.

We will not cover **You** under this Extension for:

a) the cost of remedying any defect, or alleged defect, in such premises; or

b) the presence of asbestos, asbestos dust or asbestos containing materials; or

c) for liability more specifically insured under any other insurance.

3. Denial of Access

We will cover **You** for sums that **You** become legally liable to pay as **Damages** in respect of accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water, occurring during the **Policy Period**, arising in connection with the **Business**.

4. Overseas Personal Liability

We will cover **You** for sums that **You**, **Your Employees** or **Your** directors (including any member of their family or persons ordinarily resident with them) become legally liable to pay as **Damages** in respect of accidental **Bodily Injury** or **Property Damage** incurred in a personal capacity whilst travelling outside the **United Kingdom** in connection with the **Business**.

We will not cover you under this Extension:

a) for liability more specifically insured under any other insurance;

b) in respect of the ownership or occupation of land.

5. Pollution

We will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of accidental **Bodily Injury** or **Property Damage** arising from **Pollution** caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Policy Period**.

The most **We** will pay under this Extension will not exceed the Public Liability **Limit of Liability** shown in the **Schedule** in respect of an **Occurrence** and in the aggregate during the **Policy Period**. This sub-limit is a part of, and not in addition to, the **Limit of Liability**, and is inclusive of **Defence Costs**.

We will not cover **You** under this Extension for:

a) **Property Damage** to:

   i. **Premises**;

   ii. land, or water within or below the boundaries of any land or **Premises**;

   presently or at any time previously owned or tenanted by **You**, or otherwise in **Your** care, custody, or control;

b) **Pollution** arising from deliberate or reckless failure by **You** to take reasonable precautions to prevent such **Pollution**;

c) any judgment made within any country or territory which operates under the laws of the United States of America or of Canada, or any order made anywhere in the world to enforce such judgment.

6. Private Work

We will cover **You** in respect of **Your** legal liability in respect of work carried out on behalf of **Principals** and/or **Your** directors by **Employees** engaged or borrowed from **You** in their private capacity.

EXCLUSIONS

1. Abuse

We will not cover **You** in respect of liability arising from the actual, alleged, attempted, threatened, or proposed maltreatment of a person which may be of, but not limited to, a sexual, physical, verbal, psychological, emotional, or financial nature.

2. Aircraft

We will not cover **You** in respect of liability arising from the ownership, possession, or use by **You** or on **Your** behalf or by **Your Employees** of any aircraft or other aerial device.

3. Airside

We will not cover **You** in respect of liability arising from or in connection with work undertaken in or on any aircraft, airport or aerodrome runways, taxiways, dispersal or manoeuvring areas, aprons, hangars, or cargo, transit or flight handling areas, including open spaces between operational areas, flight control facilities, and associated surface roads and ground equipment parking areas.

4. Care, Custody and Control

We will not cover **You** in respect of liability for **Property Damage** to property belonging to **You** or in **Your** care, custody, or control, other than:

a) **Employees'** or visitors' personal effects up to a limit of GBP 500 per person;

b) any premises (including the fixtures and fittings) leased, rented, or hired to **You**, to the extent that **You** would be liable in the absence of any specific tenancy or other agreement.

5. Contractual Liability

We will not cover **You** in respect of liability assumed by **You** under contract, agreement, or guarantee, unless such liability would have attached in the absence of such contract, agreement, or guarantee.

6. Employee

We will not cover **You** in respect of liability for **Bodily Injury** sustained by an **Employee**, which arises out of and in the course of their employment or engagement by **You**.

7. Product

We will not cover **You** in respect of liability arising from or in connection with any **Product** unless **You** have also purchased cover under the Product Liability Sub-Section and **Pollution** is the proximate cause of the relevant liability.

8. Professional Services

We will not cover **You** in respect of liability arising from any advice, design services, instructions or specification prepared or given by **You** for a fee.

9. Vehicles

We will not cover **You** in respect of liability arising from the ownership, possession, or use by **You** or on **Your** behalf or by **Your Employees** of any mechanically propelled vehicle while it is being driven or operated on a public highway or any area where the Road Traffic Act or similar legislation applies.

10. Watercraft

We will not cover **You** in respect of liability arising from the ownership, possession, or use by **You** or on **Your** behalf or by **Your Employees** of any watercraft, hovercraft, or hydrofoil.

PRODUCT LIABILITY SUB-SECTION

WHAT IS COVERED

We will cover **You** for sums that **You** become legally liable to pay as **Damages** and **Defence Costs** in respect of accidental:

a) **Bodily Injury**

b) **Property Damage**

arising in connection with any **Product**, and within the **Territorial Limits** and the **Covered Jurisdictions** stated in the **Schedule**.

The **Schedule** indicates which Trigger applies to this Sub-Section:

i. **Losses Occurring During**

This Sub-Section applies where **Bodily Injury** or **Property Damage** occurs during the **Policy Period**.

ii. **Claims Made and Notified**

This Sub-Section applies where a **Claim** is first made against **You** and is notified to **Us** during the **Policy Period** or within sixty (60) days of the **Expiry Date**, and in accordance with the Claims Procedure, arising from any **Bodily Injury** or **Property Damage** occurring on or after the **Retroactive Date** stated in the **Schedule** and before the **Expiry Date**.

DEFENCE COSTS

We will pay **Defence Costs** incurred, with **Our** prior written consent, for representing **You** in legal proceedings which are or may be the subject of cover under this **Policy**. Payments for **Defence Costs** will be payable as part of the **Limit of Liability**, unless stated otherwise in the **Schedule**.

HOW MUCH WE WILL PAY

The most we will pay for **Damages** in respect of any one **Occurrence**, and in the aggregate during the **Policy Period**, will not exceed the **Limit of Liability** shown in the **Schedule**.

EXTENSIONS

1. Advertising Injury

We will cover **You** in respect of legal liability to pay **Damages** in respect of unintended and unexpected:

a) libel, slander, or defamation;

b) infringement of copyright, title, slogan, or other intellectual property rights;

c) piracy, unfair competition, or idea misappropriation under an implied contract; or

d) any invasion of the rights of privacy;

committed or alleged to have been committed during the **Policy Period** in any advertisement, publicity, article, internet website activity, broadcast, or telecast arising from advertising activities by or on behalf of **You** in connection with **Your Products**.

We will not cover **You** under this Extension for:

i. the failure of performance of a contract other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract;

ii. incorrect description or mistake in the price of **Products** sold or offered for sale by **You**;

iii. the failure of **Products** to conform with advertised quality, performance, or standards;

iv. any material that was first published (verbally or in writing) prior to the **Retroactive Date**, if any, stated in the **Schedule**.

The most **We** will pay under this Extension is GBP 1,000,000 in respect of an **Occurrence** and in the aggregate during the **Policy Period**. This sub-limit is a part of, and not in addition to, the **Limit of Liability**, and is inclusive of **Defence Costs**.

2. Efficacy

We will cover **You** in respect of legal liability to pay as **Damages** in respect of **Bodily Injury** or **Property Damage** arising from the failure of any **Product**, or part of a **Product**, to fulfil its intended purpose within the **Territorial Limits** and the **Covered Jurisdictions** stated in the **Schedule**.

This Extension is only effective once the **Product** has been installed by **You** or ceased to be in **Your** care, custody, or control.

EXCLUSIONS

1. Care, Custody and Control

We will not cover **You** in respect of liability for **Property Damage** to property belonging to **You** or in **Your** care, custody, or control, other than:

a) **Employees'** or visitors' personal effects up to a limit of GBP 500 per person;

b) any premises including its contents, not being premises leased or rented to **You**, which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises;

c) any premises (including the fixtures and fittings) leased, rented, or hired to **You**, to the extent that **You** would be liable in the absence of any specific tenancy or other agreement.

2. Contractual Liability

We will not cover **You** in respect of liability assumed by **You** under contract, agreement, or guarantee, unless such liability would have attached in the absence of such contract, agreement, or guarantee.

3. Employee

We will not cover **You** in respect of liability for **Bodily Injury** sustained by an **Employee**, which arises out of and in the course of their employment or engagement by **You**.

4. Known Defects

We will not cover **You** in respect of liability arising from any known or suspected defect or deficiency in a **Product**, or unsuitability for its intended purpose or use.

5. Pollution

We will not cover **You** in respect of liability arising from or in connection with any **Pollution**, unless **You** have also purchased cover under the Public Liability Sub-Section and a defect in the **Product** is the proximate cause of the relevant liability.

6. Property Damage to Product

We will not cover **You** in respect of liability for **Property Damage** to any **Product** or part thereof.

7. Professional Services

We will not cover **You** in respect of liability arising from any advice, design services, instructions or specification prepared or given by **You** for a fee.

8. Recall, Repair and Replacement

We will not cover **You** in respect of liability arising from:

a) the recall of any **Product**, or any product manufactured, distributed, or handled by **Your** customer which incorporates the **Product**;

b) the repair, reconditioning, or replacement of any **Product** or part thereof;

c) any financial or economic loss arising from or in connection with such repair, reconditioning, or replacement.

9. Retroactive Date (Claims Made and Notified)

We will not cover **You** in respect of liability arising from any **Product** which has left **Your** care, custody, or control prior to the **Retroactive Date**, if any, stated in the **Schedule**.

10. Safety-Critical Aviation Products

We will not cover **You** in respect of liability arising from any **Product** which, with **Your** knowledge, is intended for incorporation into the structure, machinery or controls of any aircraft or spacecraft.

11. Safety-Critical Marine Products

We will not cover **You** in respect of liability arising from any **Product** which, with **Your** knowledge, is intended for incorporation into any equipment upon which the safety, controls or navigation of any waterborne vessel depends.

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