

POLICY WORDING

Please read carefully and retain



Combined Liability Insurance Policy

Welcome to Intasure Liability Insurance

designed specifically for Liability

Introduction

In return for payment by the Insured to the Insurers of the premium required the insurers will provide the insurance described herein subject to the provisions set out in this Policy.

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Insurers named in the Schedule.

This policy should be read together with the Schedule and any Endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, the details of which are shown on your schedule; you understand what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.



for and on behalf of Intasure®

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN4 8BS

ENQUIRIES: 0345 073 7137

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829276 - Kelly Adjusters Limited

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The **Policy** has several Sections. Check **Your Schedule** to see which Sections are in force and any clauses or endorsements that are applicable.

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Certification

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number BW0175321 to Arthur J. Gallagher Insurance Brokers Limited trading as Intasure by **Insurers** whose identity is as stated in the **Schedule** and in consideration of the premium specified herein, the said **Underwriters** are hereby bound, each for his own part and not for another, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

THE **UNDERWRITERS** hereby agree to the extent and in the manner hereinafter provided, to indemnify **The Insured** against **Damage** sustained or legal liability for accidents happening during the **Period of Insurance** stated in the **Schedule**, after such **Damage** or liability are proved.

PROVIDED always that:

- 1) the liability of the **Underwriters** shall not exceed the limits of liability expressed in the said **Schedule** or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the **Underwriters**;
- 2) this **Policy** insures in respect ONLY of such of the sections hereof as are so specified in the **Schedule**.

IN WITNESS whereof this **Policy** has been signed as follows:

100% with Argenta Syndicate 2121 at Lloyd's.

The subscribing **Underwriters** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing **Underwriters** are not responsible for the subscription of any co-subscribing **Underwriters** that for any reason does not satisfy all or part of its obligations.

The Insured is requested to read this **Policy** and, if it is incorrect, return it as soon as practicable for alteration.

This **Policy** is made and accepted subject to all the provisions, conditions, warranties and exclusions set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

In Witness whereof, this **Policy** has been signed at the place stated and on the date specified in the **Schedule** on behalf of the **Insurers** as stated in the **Schedule** by

Arthur J. Gallagher Insurance Brokers Limited trading as Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent, TN4 8BS



Authorised signatory

Insurance Act 2015

Insurance Act 2015 - Remedies for breach of the duty of fair presentation

- 1) If, prior to entering into this insurance contract, **The Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - a) If **The Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - i) The **Insurer** may avoid the contract, and refuse to pay all claims; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If **The Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if **The Insured** had complied with the duty of fair presentation:
 - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
 - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the **Insurer** so requires.
 - iii) In addition, if the **Insurer** would have entered into the contract, but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
- 2) If, prior to entering into a variation to this insurance contract, **The Insured** shall breach the duty of fair presentation, the remedies available to the **Insurer** are set out below.
 - a) If **The Insured's** breach of the duty of fair presentation is deliberate or reckless:
 - i) The **Insurer** may by notice to **The Insured** treat the contract as having been terminated from the time when the variation was concluded; and,
 - ii) The **Insurer** need not return any of the premiums paid.
 - b) If **The Insured's** breach of the duty of fair presentation is not deliberate or reckless, the **Insurer's** remedy shall depend upon what the **Insurer** would have done if **The Insured** had complied with the duty of fair presentation:
 - i) If the **Insurer** would not have agreed to the variation at all, the **Insurer** may treat the contract as if the variation was never made, but must in that event return any extra premium paid.
 - ii) If the **Insurer** would have agreed to the variation to the contract, but on different terms (other than terms relating to the premium), the variation is to be treated as if it had been entered into on those different terms, if the **Insurer** so requires.
 - iii) If the **Insurer** would have increased the premium by more than it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{higher premium}) \times 100$.
 - iv) If the **Insurer** would not have reduced the premium as much as it did or at all, then the **Insurer** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, the **Insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged} / \text{reduced total premium}) \times 100$.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

How to use your Policy

YOUR POLICY

Here is **Your** new **Policy** containing details of the cover **You** have arranged. We have made every effort to make our intentions clear. Please read **Your Policy** carefully and if **You** have any queries we will be pleased to help **You**.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the **Policy**.

WHAT COVER IS INCLUDED?

The **Policy** is divided into a number of different Sections. To find which Sections are in force **You** should check **Your Schedule**, the document enclosed with the **Policy**. The **Schedule** also tells **You** how much **You** are insured for under each Section.

IF YOU HAVE A QUERY

If **You** have any queries or concerns regarding this **Policy** **You** should contact us using telephone numbers at the beginning of this **Policy** wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance **Policy** 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **You** will have received the **Policy** documents upon the day following the date it was emailed / posted to **You**.

Once cover has commenced outside the 30 day period, **You** may cancel **Your Policy** at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the **Insurer's** cancellation rights, please refer to 17.8 of **Your Policy** wording.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the **Policy** and **Schedule** to check that **You** are covered. To register a claim please contact **Kelly Adjusters Limited** on 01371 829276. **You** may write to:

Kelly Adjusters Limited, Little Seabrooks House, Braintree Road, Felsted, Essex, CM6 3JZ

Or email: newclaims@kellyadjusters.co.uk

YOUR RESPONSIBILITIES

We will expect **You** to comply with all terms and conditions.

EMPLOYERS' LIABILITY TRACING OFFICE (ELTO) AND YOUR DATA

Your Policy details will be added to the Employers Liability Database, managed by the Employers Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the Employers' liability insurer of an employer at a particular point in time.

- **You** can find out more;
- by contacting us; or,
- at www.elto.org.uk.

EMPLOYERS LIABILITY INSURANCE - MANDATORY INFORMATION REQUIRED

You must provide us with the following information for each entity insured under this section of the **Policy**:

1. Employer name; and
2. Full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- b. All staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. The entity is not registered in England, Wales, Scotland or Northern Ireland.

You must inform us as soon as practicable of any changes to the above information. This information is required by us to enable compliance with mandatory regulatory requirements for Employers' liability insurance.

FRAUDULENT CLAIMS

- 1) If **You** make a fraudulent claim under this **Policy**, We:
 - a) Shall not be liable to pay the claim; and
 - b) May recover from **You** any sums paid by Us to **You** in respect of the claim; and
 - c) May by notice to **You** treat the **Policy** as having been terminated with effect from the time of the fraudulent act.
- 2) If We exercise Our rights under clause (1)(c) above:

How to use your Policy

- a) We shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- b) We need not return any of the premiums paid.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.”

SEVERAL LIABILITY

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the **Schedule**. The **Insurers** are not responsible for the subscription of any co-subscribing Insurers or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

GOVERNING LAW

This **Policy** shall be governed by and construed in accordance with the laws of England and Wales.

The Insured having submitted the Proposal to the **Insurer** which it is agreed shall be the basis of, and be incorporated into, this **Policy** and in consideration of the Premium paid or to be paid by **The Insured**, the **Insurer** agrees to indemnify **The Insured**, subject to the terms, conditions, exclusions and limitations in this **Policy**.

LIABILITY INSURANCE

1. OPERATIVE CLAUSE

The **Underwriters** will indemnify **The Insured** against their legal liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of the United Kingdom.

This indemnity applies only to such legal liability as defined by each insured Section of this **Policy** arising out of the **Business** specified in the **Schedule**, subject always to the terms, conditions and exclusions of such Section and of the **Policy** as a whole.

2. DEFINITIONS

For the purpose of this **Policy**:

- 2.1. **The Insured/ You/ Your** means:
- 2.1.1. the person, persons or corporate body named in the **Schedule**
 - 2.1.2. subsidiary companies of **The Insured** notified to and accepted in writing by the **Underwriters**.
- 2.2. **Business** means the **Business** conducted at or from **Premises** in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and shall include:
- 2.2.1. the ownership, repair and maintenance of **The Insured's** own property
 - 2.2.2. provision and management of canteen, social, sports and welfare organisations for the benefit of any **Person Employed** and medical, fire fighting, and security services
 - 2.2.3. private work undertaken by any **Person Employed** for any director or partner of **The Insured** with the prior consent of **The Insured**.
- 2.3. **Injury** means death, bodily **Injury**, illness or disease of or to any person.
- 2.4. **Damage** means loss of possession of or **Damage** to tangible property.
- 2.5. **Person Employed** means any:
- 2.5.1. employee being a person under a contract of service or apprenticeship with **The Insured**
 - 2.5.2. labour master and persons supplied by him
 - 2.5.3. **Person Employed** by labour only sub-contractors
 - 2.5.4. self employed person under the control of **The**

Insured

- 2.5.5. person hired to or borrowed by **the Insured**
 - 2.5.6. person undertaking study or work experience or youth training scheme with **The Insured** working for **The Insured** in connection with the **Business**.
- 2.6. **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, altered or repaired by or on behalf of **the Insured**.
- 2.7. **Pollution** means Pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.
- 2.8. **Defence Costs** mean costs, fees and expenses incurred by **The Insured** with the written consent of the **Underwriters** in the defence or settlement of any claim under this **Policy**.
- Defence Costs** include legal expenses:
- (a) incurred by or awarded against **the Insured** arising out of any prosecution of **the Insured**:
 - i. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - ii. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
 - iii. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
 - (b) arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
 - (c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**
- 2.9. **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

LIABILITY INSURANCE

government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2.10. Insurers / Underwriters

Means Argenta Syndicate 2121 at Lloyd's

2.11. Excess

Means amount shown in the **Schedule** to any Section of this **Policy** being the amount of each and every claim which is not covered and for which **you** are considered to be **your own Insurer**

2.12. Endorsement

Means any amendments relating to the insurance provided by this **Policy** which are

- (1) not within the **Policy** but attached to any **Schedule** issued by the **Insurers** or
- (2) within the **Policy** and stated in the **Policy Schedule** as applying to this **Policy**

2.13. Geographical Limits

Means United Kingdom Great Britain, the Channel Islands and the Isle of Man.

2.14. Period of Insurance

Means **Period of Insurance** stated in the **Policy Schedule** and any subsequent period for which premium payment is made by **you** and is accepted by the **Insurers**.

2.15. Policy

Means **Policy** wording together with all **Schedules** Endorsements and notices attached or issued by the **Insurers**

2.16. Premises

Means address of **Premises** stated in the **Schedule** to each Section insured by this **Policy** but where no **Premises** are so stated the address of **Premises** shall be as stated in the **Policy Schedule**

2.17. Products

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, altered or repaired by or on behalf of the **Insured** from or within the **Geographical Limits** in connection with the **Business**.

2.18. Schedule

Means most current **Schedule** issued to **you** by the **Insurers**.

2.19. Temporary Employment

A **Person Employed** for less than 50 days a year

3. INDEMNITY TO OTHERS

The indemnity granted extends to:

- 3.1. managerial or supervisory Employees of **The Insured** in their **Business** capacity for legal liabilities arising out of the performance of the **Business** and any director or partner of **The Insured** in respect of private work undertaken by any **Person Employed** for such director or partner with the prior consent of **The Insured**
- 3.2. the officers, committees and members of **The Insured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
- 3.3. any person or firm for legal liabilities arising out of the performance of a contract with **The Insured** constituting the provision of labour only
- 3.4. 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 indemnity under this **Policy** if the claim had been made against **The Insured**
- 3.5. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were **The Insured**.

4. CROSS LIABILITIES

Each person or party granted indemnity by this **Policy** is separately indemnified in respect of claims made against any of them by any other subject to the **Underwriters' total liability** not exceeding the stated Limits of Indemnity.

5. LIMITS OF INDEMNITY

- 5.1. SECTION A – The **Underwriters'** 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 claim against **The Insured** or series of claims against **The Insured** arising out of one occurrence.

LIABILITY INSURANCE

5.2. SECTIONS B AND C – The **Underwriters'** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** against each Section in respect of any one occurrence or series of occurrences arising from one originating cause

Provided always that the Limit of Indemnity:

- 5.2.1. under Section B in respect of liability arising out of **Pollution** applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**
- 5.2.2. under Section C applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**.
- 5.2.3. in respect of **Defence Costs**, section 6.1.3. Corporate Manslaughter and Corporate Homicide Act 2007, shall not exceed £1,000,000 in all during the **Period of Insurance**.

6. DEFENCE COSTS

Subject to the written consent and the control of the **Underwriters** and subject to all other **Policy** Conditions and Exclusions, this **Policy** will also pay **Defence Costs**.

Defence Costs include legal expenses:

- 6.1. incurred by or awarded against **The Insured** arising out of any prosecution of **The Insured**:
 - 6.1.1. for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
 - 6.1.2. for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)
 - 6.1.3. incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings, in respect of manslaughter or culpable homicide or alleged manslaughter, or culpable homicide including a breach of the Corporate Manslaughter and Corporate Homicide Act 2007
- 6.2. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry

6.3. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this **Policy**

Defence Costs will be payable in addition to the Limits of Indemnity except in respect of Section A and in respect of Section 6.1. when the Limit of Indemnity will be inclusive of all **Defence Costs** unless this **Policy** is specifically endorsed to the contrary.

7. COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or Employee of **The Insured** attending court as a witness at the request of the **Underwriters** in connection with a claim which is the subject of indemnity under this **Policy** the **Underwriters** will provide compensation to **The Insured** at the following rates for each day on which attendance is required:

- | | | |
|------|-------------------------|------|
| 7.1. | any director or partner | £250 |
| 7.2. | any Employee | £100 |

Section A - EMPLOYERS' LIABILITY

Your Schedule tells You if this Section is in force.

8. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by **The Insured** within the **Geographical Limits** and occurring during the **Period of Insurance**.

9. SECTION A – EXCLUSIONS

This Section does not apply to or include legal liability:

- 9.1. arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by Persons Employed
- 9.2. incurred in circumstances where any road traffic legislation requires compulsory insurance or security and an indemnity is afforded to **The Insured** by any such insurance or security
- 9.3. arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.
- 9.4. arising out of **Terrorism** except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-limit of £5,000,000 shall apply.
- 9.5. arising out of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or **Products** containing asbestos, except to the extent that an indemnity is deemed to be required in accordance with the provisions of any law relating to compulsory insurance of liability to employees, in which case a sub-Limit of Indemnity of £5,000,000 shall apply.

It is a condition precedent to the liability of **Underwriters** that **The Insured** do not manufacture mine process distribute test remediate remove store dispose sell or use asbestos or materials or **Products** containing asbestos.

10. SECTION A – COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands relating to compulsory insurance of liability to employees.

If however, there has been non-observance of any **Policy** conditions by **The Insured**, and the **Underwriters** shall have paid any sum which would not have been paid but for the provisions of such law then **The Insured** shall forthwith repay such sum to the **Underwriters**.

Section B - PUBLIC LIABILITY

Your Schedule tells You if this Section is in force.

11. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the **Period of Insurance**.

12. SECTION B – EXCLUSIONS

This Section does not apply to or include legal liability:

12.1. in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by **The Insured**.

12.2. arising out of or in connection with any **Product**.

12.3. arising out of the ownership, possession or use by or on behalf of **The Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

12.3.1. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation

12.3.2. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract

12.3.3. arising out of any motor vehicle or trailer temporarily in **The Insured's** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

12.4. arising out of the ownership, possession or use by or on behalf of **The Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

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

12.5.1. clothing and personal effects (including vehicles and their contents) of Employees and visitors

12.5.2. **Premises** (including contents therein) temporarily occupied by **The Insured** for work therein or thereon but no indemnity 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

12.5.3. **Premises** tenanted by **The Insured** provided always that liability for such **Damage** is not assumed by **The Insured** under agreement where liability would not have existed in the absence of the agreement

12.6. arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

12.7. arising outside Great Britain, Northern Ireland, the Isle of Man and the Channel Islands except in respect of temporary non-manual visits by **Persons Employed**.

Section C - PRODUCTS LIABILITY

Your Schedule tells You if this Section is in force.

13. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental **Injury** and/or **Damage** occurring during the **Period of Insurance** and arising out of or in connection with any **Product**.

14. SECTION C – EXCLUSIONS

This Section does not apply to or include legal liability:

- 14.1. in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by **The Insured**.
- 14.2. for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective
- 14.3. arising out of the recall of any **Product** or part thereof
- 14.4. arising out of 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
- 14.5. arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- 14.6. arising from circumstances known to **The Insured** prior to the inception date of this Insurance.
- 14.7. arising from the failure of any **Product** to perform its intended function.

GENERAL EXCLUSIONS (applicable only to Sections B & C)

15. EXCLUSIONS APPLICABLE ONLY TO SECTIONS B & C

Sections B and C do not apply to or include legal liability:

- 15.1. arising out of the deliberate, conscious or intentional disregard by **The Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**.
- 15.2. arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.
- 15.3. arising out of **Pollution** of the atmosphere or of any water, land, buildings or other tangible property except to the extent that **The Insured** demonstrates that such **Pollution**:
 - 15.3.1. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of Insurance**.
 - 15.3.2. was not the direct result of **The Insured** failing to take reasonable precautions to prevent such **Pollution**.

Provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Underwriters** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the Limit of Indemnity stated in the **Schedule** in the aggregate in respect of the **Period of Insurance**.
- 15.4. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with an act of **Terrorism**. These Sections also exclude legal liability directly or indirectly occasioned by, happening through, in consequence of, arising out of, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.
- 15.5. a. directly or indirectly occasioned by, happening through, arising out of, resulting from or
In connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or

- b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens.

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

- 15.6. directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.
- 15.7. arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use 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 consequence of a loss.
- 15.8. Directly or indirectly resulting from, or in consequence of any travel package arrangement.
- 15.9. **Cyber Liability**

Liability arising directly or indirectly out of

- a. loss of alteration of or **Damage** to or
- b. reduction in the functionality availability or operation of
any computer system or programme hardware data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment as a result of **Your** E-activities

For the purpose of this Exclusion E-activities means any use of electronic networks including the internet and private networks intranets extranets electronic mail worldwide web and similar medium carried out by **You** or by any person persons partnership firm or company acting for **You** or on **Your** behalf.

GENERAL EXCLUSIONS (applicable only to Sections B & C)

15.10 North America Occurrences

- (i) liability caused by or arising from any operations domiciled or registered in the United States of America or Canada or any territory within their jurisdiction
- (ii) occurrences in respect of which legal action or litigation is brought in a court of law outside north America to enforce a judgement therein whether by way of reciprocal agreement or otherwise.

GENERAL EXCLUSIONS (applicable to all Sections of the policy)

16. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This **Policy** does not apply to or include legal liability:

- 16.1. directly or indirectly caused by or contributed to by or arising from:
 - 16.1.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 16.1.2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of **Injury** which form the subject of Indemnity under Section A this Exclusion shall only apply to liability:

 - a) of any party to whom Indemnity is granted under Clause 3.4. (or their personal representatives)
 - b) assumed by **The Insured** by agreement which would not have attached in the absence of such agreement
 - c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
 - d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
 - e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)
- 16.2. for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever
- 16.3. for the **Excess** stated in the **Schedule** in respect of the first amount of each claim arising out of **Damage**
- 16.4. which forms the subject of insurance by any other **Policy**

and this **Policy** shall not be drawn into contribution with such other insurance.

16.5. Sanction Limitation and Exclusion Clause

The **Insurers** shall not be deemed to provide cover and nor shall they be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

16.6. **Damage** or indemnity against any legal liability directly or indirectly occasioned by happening through or in consequence of

- a) war, invasion, act of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising military rising, insurrection, rebellion, revolution, military or usurped power, martial law, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority.
- b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above.

GENERAL CONDITIONS (applicable to all Sections of the policy)

the **Schedule** shall bear such specific meaning wherever it may appear.

17.10 All disputes concerning the interpretation of this **Policy** are understood and agreed by both **The Insured** and the **Underwriters** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

17.11 **Contract (Rights of Third Parties) Act 1999 Clarification Clause**

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

17.12 **Your Right to Cancel**

You have the right to cancel the insurance Policy within 30 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that **You** will have received the **Policy** document upon the day following the date it was posted to **The Insured** by first class post.

If **You** do cancel this insurance within the initial 30 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to the **Underwriters** in respect of the Policy.

If **You** do not exercise **Your** right of cancellation within the initial 30 day period, this insurance **Policy** will automatically come into force from the inception date specified in the **Schedule**. **You** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at **Your** written request. Underwriters reserve the right not to allow a return of premium.

To exercise **Your** right to cancel, contact Intasure, who arranged this cover for **You**.

17.13 **North America**

In respect of any Products which are exported to North America or temporary work or visits to North America:

- a) in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Insurers or with the Insurers written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule
- b) there will be no indemnity under this policy for fines or penalties for aggravated exemplary or punitive damages and/or any additional damages resulting from the multiplication of compensatory damages against an original Insured awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- c) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of Pollution happening in North America or where a claim is brought in a court of law in North America
- d) the Insurers will not pay the first £2,500 of any claim
- e) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

GENERAL CONDITIONS (applicable to all Sections of the policy)

17.14 How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Details of Your Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

COMPLAINTS PROCEDURE

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact

The Managing Director
Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells, Kent
TN4 8BS
Tel: 0345 111 0680

Policy Queries Email: admin@intasure.com
Claims Email: newclaims@kellyadjusters.co.uk

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London
EC3M 7HA

Tel No: +44 (0)20 7327 5693
Fax No: +44 (0)20 7327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million at the time

of the complaint. The FOS will only consider **Your** complaint if **You** have given Intasure or the underwriter the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS)

All the **Insurers** on the Intasure Commercial Combined Liability **Policy** are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of **Business** or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim..

Further information about the compensation scheme can be obtained from Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100
Website: www.fscs.org.uk

Law applicable to contract

You and the **Insurer** are free to choose the law applicable to this contract but in the absence of agreement to the contrary, the law of the country in which **You** reside at the date of the contract (or, in the case of a **Business**, the law of the country in which the registered office or principal place of **Business** is situated) will apply.

If **You** are not resident (or, in the case of a **Business**, the registered office or principal place of **Business** is not situated) in England or Wales, Scotland, Northern Ireland, Channel Islands or the Isle of Man the law which will apply is the law of England and Wales.

ENQUIRIES: 0345 073 7137

Monday - Friday 9am - 5.30pm

CLAIMS: 01371 829 276 - Kelly Adjusters Limited





ENQUIRIES: 0345 073 7137

Monday - Friday 9am - 5.30pm.

CLAIMS: 01371 829 276 - Kelly Adjusters Limited

Intasure
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Kent
TN4 8BS

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www.intasure.com/business