

hencilla
canworth

POLICY DOCUMENT

DJ INSURANCE



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About Your Policy

Certification And Extent Of Policy Coverage

This is to certify that in accordance with the authorisation granted to Hencilla Canworth Limited by the Insurers and in consideration of the premium specified having been paid, Insurers agree to the extent and in the manner detailed, to indemnify the Insured against loss or Damage sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the Business, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

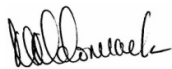
Provided always that:

- (1) Insurers liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- (2) this Policy insures only in respect the sections specified in the Policy Schedule.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

This Policy has been issued and signed on behalf of Insurers by

Hencilla Canworth Limited
Simpson House
6 Cherry Orchard Road
Croydon
Surrey
CR9 6AZ

Authorised signatory



Mike McCormack
Director
Hencilla Canworth Ltd

Identity of Insurers (except in respect of Professional Indemnity Section)

Argo Direct Ltd on behalf of ArgoGlobal SE

Individual proportion 70%

Argo Direct Limited (No. 4019569) is registered in England and Wales at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

Covéa Insurance plc

Individual proportion 30%

Covéa Insurance plc, Registered in England and Wales No.613259. Registered office, Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.

Covéa Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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 Endorsement entitled Identity of Insurers. The Insurers are not responsible for the subscriptions 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.

How to make a claim

We understand that claims form a critical component of Our offering the moment the Policy becomes tangible and We are relied upon to deliver upon Our commitment to You.

To report a claim please contact:

Hencilla Canworth Ltd
Telephone: 020 8686 5050
Email: media@hencilla.co.uk

Complaints

Pen Underwriting Limited are a Managing General Agent of the Insurers listed on Page 1.

At Pen Underwriting, it is always our intention to provide a first class standard of service. However, it is appreciated that occasionally things go wrong. In a majority of cases the agent who arranged the insurance will be able to resolve any concerns and You should contact them directly in the first instance.

Alternatively You can complain by contacting Pen Underwriting Limited (as per the contact details below) quoting Your Policy and/or Claim number. We will investigate Your concerns and provide a response as soon as possible.

Address:
Pen Underwriting Limited
Complaints
7th Floor Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Telephone: 0141 285 3539
Email: pencomplaints@penunderwriting.com

You can also contact Your Insurer.

Should You remain dissatisfied having received a Final Response to Your complaint and You fit the definition of an 'eligible complainant', You may then be able to refer Your complaint to the Financial Ombudsman Service (FOS). Please note that the FOS allow 6 months from the date of the Final Response to escalate Your complaint to them. Further details on eligibility and the referral process can be found on the FOS Website.

Address:
The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 0234567 (for landline users)
Telephone: 0300 1239123 (for mobile users)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Language and Law

The language of this Policy and all related communications will be in English and the law applicable to this contract will be English Law and the decisions of English courts

The Contract of Insurance

The Policy Introduction Sections Definitions terms Conditions and Exclusions Schedule and Endorsements are to be read as one document

Compensation Scheme

The providers of this insurance as defined in this Policy are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim

You are covered for 90 per cent of the claim without any upper limit. However, for compulsory classes of insurance You are covered for 100 per cent of the claim without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS

You can visit the website at www.fscs.org.uk or write to: Financial Services Compensation Scheme

7th Floor
Lloyd's Chambers
Portsoken Street
London
E1 8BN

Policy Definitions

These Definitions apply to Your entire Policy wherever these words or phrases appear starting with an upper case letter except where otherwise stated

Business

means Your business as stated in the Schedule

Company/Our/Us/We

means insurers whose identity is stated under Identity of Insurers

Contractual Liability

means liability attaching to You by virtue of a contract but which would not have attached in the absence of such contract

Damage

means physical loss or destruction of or damage to Property

Data

means information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

Electronic Data

means facts concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

Employee(s)

means

- 1) anyone under a contract of service or apprenticeship with You
- 2) any
 - a) labour master or labour only subcontractor or person supplied or employed by them
 - b) self-employed person
 - c) person hired to or borrowed by You
 - d) person engaged under a work experience youth training or similar scheme
 - e) voluntary helper
 - f) outworker or homeworker

under Your control and supervision while working for You in connection with Your Business

Endorsement(s)

means the document(s) detailing modifications made to the insurance provided under the Policy or Section

Event

means any one occurrence or series of occurrences directly or indirectly attributable to single source or the same original repeated or continuing cause

Excess

means the amount You or any party entitled to indemnity will contribute in relation to every Event insured at each Premises each and every loss before We assume any responsibility to make a payment for and applies after the application of all other terms and Conditions including any Condition of Average (underinsurance)

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Incident

means an Event of Damage to insured Property used by Your Business carried on at the Premises

Insured/You/Your

means the person or corporate body or organisation detailed in the Schedule

Microchip

means a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers

Period of Insurance

means the period stated in the Schedule or any subsequent period for which We agree to accept payment of premium

Pollution or Contamination

means

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

Premises

means the location of insured Property occupied by You

for the purposes of Your Business and includes the grounds within the boundaries for which You are responsible as stated in each respective Section of the Schedule

Property

means material property

Proposal

means any completed proposal form and or information provided by You or on Your behalf in connection with this insurance Policy including all declarations and or statement of fact and or instructions

Schedule

means the document stating the operative Section(s) You have chosen the Period of Insurance and details Your Business the Limit of Liability or Sum Insured and or Total Sum Insured and or Insurance Provided under the Sections(s)

Section(s)

means the parts of this Policy that detail the insurance cover provided for each individual Section of this Policy

Specified Perils

means the numbered specified perils detailed in the Buildings & Contents Section of this Policy

Sum Insured

means the maximum amount We will pay for each item insured under any Section

System

means computers other computing and electronic equipment linked to a computer hardware software programs data electronic data processing equipment Microchip and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

Terrorism

Not applicable to Liability Section

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's Government in the United Kingdom or any other government de jure or de facto

Unattended

means where there is no one allocated responsibility for keeping the Property and or vehicle and or trailer under observation with a reasonable prospect of preventing any unauthorised interference

Virus

means programming code designed to achieve an unexpected unauthorised and or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not

Policy Conditions

Alteration of Risk

The insurance under this Policy will cease if after the commencement of this insurance

- 1) Your interest ceases except by death
- 2) Your Business be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued
- 3) the risk of Damage accident or Bodily Injury is materially increased unless We state otherwise in writing

Misrepresentation Misdescription or Non-disclosure

You must make a fair presentation of the risk in a manner which would be reasonably clear and accessible before entering into this Policy including

If You knew You did not provide a fair presentation of the risk or if You did not care whether You made a fair presentation of the risk We may avoid this Policy and retain all premiums and You shall reimburse Us in respect of all payments already made by Us

In all other cases if You did not provide a fair presentation of the risk Our rights are set out below

- 1) if We would not have entered into this Policy if You had made a fair presentation of the risk We may avoid this Policy and return all premiums to You and You shall reimburse us in respect of all payments already made by Us
- 2) if We would have entered into this Policy but on different terms other than as to premium this Policy will be treated as if it had been entered into on those different terms
- 3) in addition if We would have entered into this Policy but would have charged a higher premium We may reduce proportionately the amount to be paid on any claim by reference to the calculation below in which "X" represents the percentage of the full value of the claim that We shall be required to pay

$X = \text{premium charged} \div \text{the premium that would have been charged if You made a fair presentation of the risk} \times 100$

- 4) if We would have charged a higher premium and would have entered into the Policy on different terms both paragraphs 2 and 3 above shall apply

Conditions Precedent and Warranties

It is a condition precedent to Our liability that You comply with all terms, conditions and exclusions of this Policy, insofar as they relate to anything to be done or complied with by You.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole;

and

- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the Insurer cannot rely on the breach of such term to exclude,

limit or discharge its liability if the Insured shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred."

If You breach any warranty in this Policy, Our liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). We will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Fraud

If any claim under this Policy is in any respect fraudulent or if any fraudulent means be used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with Your connivance We may terminate this Policy with effect from date of the fraudulent or wilful act and We shall not be liable to provide an indemnity in respect of the claim and will be entitled to recover any amounts already paid in respect of the claim and We shall not be liable to provide an indemnity in respect of any act event claim or incident after such date and We shall be entitled to retain all premiums paid in respect of the Policy

Cancellation

- 1) Your rights
 - 1.1) You may cancel this Policy in the first year of insurance within a period which begins 14 days from the commencement of cover or receipt of Policy documentation whichever is the later (this is known as the 'cooling off' period).

You may exercise this right by writing to Us instructing cancellation and returning all documentation to Us. We will refund the full amount of any premium paid by You but we may retain an administration fee.

If a claim has been made or an incident notified to Us that could give rise to a claim during the 'cooling off' period that Policy will be treated as in force and no such refund will be made.

This right does not apply at the first or any subsequent renewal of this Policy

- 1.2) You may cancel this Policy after the 'cooling off' period by sending written notice of cancellation by registered post to Us.

Such cancellation will be effective no more than sixty days after the date of posting. At Our discretion, in the event of non-payment of premium the cancellation shall be effective ten days after the date of posting. Sending notice by registered post shall be sufficient notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance.

If You cancel this policy then You may be entitled to a proportionate refund premium based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim, during the Period of Insurance whereby should the estimated or paid claim cost exceed the premium for the spend period, the cost of the claim will be deducted from the return premium payable. The total amount refunded to You will be calculated by Us in accordance with the process set out above. The calculation made by Us will be final and binding and We may retain any administration fees paid.

- 2) Our rights

We may cancel this Policy at any time by providing You with 14 days' notice of cancellation by recorded delivery letter to Your last known Business address.

If We cancel the Policy then You will be entitled to a proportionate refund of the premium paid based on the number of days remaining in the Period of Insurance, unless a claim has been made or an incident notified to Us which could give rise to a claim during the Period of Insurance when no refund of premium will be made.

- 3) Certificate of Insurance

If this Policy is cancelled You must return to Us any current certificate of insurance that has been issued as a statutory requirement to provide evidence of cover.

Claims (Action to be taken by You)

It is a condition precedent to any liability of Ours to make any payment under this Policy that You will

- 1) give written notice to Us as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such Event

- 2) notify Us and the police immediately that it becomes evident any Damage has been caused by malicious persons and or theft or attempted theft or relates to loss of money and take all practical steps to discover any guilty person and to trace and or recover the Property insured or money
- 3) deliver to Us at Your own expense within 30 days after the Event of Damage giving rise to a claim or 7 days in the Event of Damage being caused by riot civil commotion strikers locked-out workers and or malicious persons or such further time as We may allow
 - a) full information in writing of the Property lost destroyed or Damaged and of the amount of Damage
 - b) details of any other insurances on any Property hereby insured
 - c) all such proofs and information relating to the claim as may be reasonably required
 - d) if requested provide a statutory declaration of the truth in respect of the claim submitted and any other relevant details
- 4) provide all additional information We may require within the time stipulated by Us
- 5) forward unanswered to Us immediately they are received every claim form summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto
- 6) give immediate notice in writing to Us of any impending prosecution inquest or fatal accident inquiry
- 7) at all times and in addition to the obligations set out above forward such information to and cooperate with Us or Our appointed agents to allow Us to be able to comply with such relevant practice directions and pre- action protocols as may be in force
- 8) carry out and permit to be taken any action which may be reasonably practicable to prevent further Damage

Claims (Our Rights)

Not applicable to Liability Section

It is a condition precedent to any liability of Ours to make any payment under Policy that in the Event of Damage for which a claim is or may be made to Us and any person authorised by Us may without hereby incurring any liability or diminishing any of Our rights under this Policy

- 1) enter any site or Premises where Damage has occurred and take and keep possession of the Property insured

- 2) deal with any salvage as it deems fit but no Property may be abandoned to Us if We elect or become bound to reinstate or replace any Property You shall at Your own expense produce and give to Us all such plans documents books and information as We shall reasonably require

We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Conduct and Control)

It is a condition precedent to any liability of Ours to make any payment under this Policy that no admission offer promise payment or indemnity shall be made or given by or on behalf of You without Our written consent

We shall be entitled if We so desire to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our benefit any claim for indemnity or damages or otherwise

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against You and You shall give all such information and assistance as We may require

Claims (Contribution)

Not applicable to Liability Section

If at the time of any Damage there is any other insurance effected by or on Your behalf covering any of the Property lost or Damaged Our liability hereunder shall be limited to its rateable proportion of such Damage

Claims (Reinstatement)

If at Our option any Property is to be reinstated or replaced You will at Your own expense provide all such plans documents books and information as may be reasonably required

We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one Property insured Item more than the Sum Insured or Limit of Liability stated in the Schedule

Claims (Subrogation)

Any claimant under this Policy shall at the request and expense of Us take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us

Premium Adjustment

If the premium for any Section or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by You

At all times You will allow Us to inspect such record and shall supply such particulars as We may require within

one month from the expiry of each Period of Insurance and the premium shall thereupon be adjusted by Us subject to the Minimum Premium chargeable for the Section as stated in the Schedule being retained by Us

At Our request You shall supply an auditors certificate in support of such particulars

If You fail to supply such particulars within the period stated by Us We shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly

Protections

Not applicable to the Liability Section

You shall ensure that

- 1) all protections in force at the Premises at the inception of this Policy or subsequently as stipulated by or agreed by Us shall be in full operation securing the Premises whenever the Premises are closed for Your Business or left unattended
- 2) any keys for the Premises and or intruder alarm installation and or safes and or strongrooms and or any other secured area or device in which Property insured is kept are removed from the Premises whenever the Premises are closed for Your Business or left unattended
- 3) awareness of codes for the operation of the intruder alarm installation is restricted to authorised persons and no details of the same are left on the Premises

The codes shall be changed immediately following the departure from the Your Business of an authorised person

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Reasonable Precautions

You shall take all reasonable precautions

- 1) to prevent any Event which may give rise to a claim under this Policy
- 2) to maintain Your Premises and machinery and everything used in Your Business in proper repair
- 3) in the selection and supervision of Employees
- 4) to comply with all statutory and other obligations and regulations imposed by any authority
- 5) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

Where the obligations above reduce the risk of a loss of a particular kind, at a particular location and/or at a particular time do not define the risk as a whole, we shall not rely on any non-compliance to prevent our liability under the terms of this Policy if the non-compliance could not have increased the risk of the loss which

actually occurred whilst You are not in compliance with the obligations above.

We shall not be liable to provide an indemnity in respect of any act event claim or incident occurring whilst You are not in full compliance with the obligations above

Subjectivity

- 1) We will clearly state in a Subjectivity Endorsement attaching to the Schedule if the indemnity provided by this Policy is subject to You
 - 1.1) providing Us with any additional information requested by the required date(s)
 - 1.2) completing any actions agreed between You and Us by the required date(s)
 - 1.3) allowing Us to complete any actions agreed
- 2) If We require You must allow Us access to Your Premises or contract sites or Business to carry out survey(s) and state any risk requirements or actions which require Your compliance by the required date(s)

Upon completion of risk requirements or actions or where they are not completed by the required dates We may at Our option

- a) modify the premium
- b) issue a mid-term Endorsement to the Policy or Section terms Conditions and Exclusions
- c) require You to make alterations to the Premises or contract sites or Business insured by the required date(s)
- d) exercise Our right to cancel the Policy
- e) leave the Policy or Section terms Conditions and Exclusions and the premium unaltered

We will contact You or Your insurance adviser with Our decision and where applicable specify the date(s) by which any risk requirements or action(s) agreed need to be completed by You and or any decision by Us will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until they agree otherwise in writing. If You disagree with Our requirements and or decisions We will consider Your comments and where We consider appropriate We will continue to negotiate with You or Your insurance adviser and or representatives to resolve the matter to Your and Our satisfaction

In the event that the matter cannot be resolved

- 1) You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies
- 2) We may at Our option exercise Our right under 2) Our rights of the Policy Condition Cancellation

Except where stated all other Policy and Section terms Conditions and Exclusions will continue to apply

If We exercise either option a) or b) or c) above You have the right to cancel this Policy from a date agreed by You and Us and the Policy Condition Cancellation 3) Return of premium applies

The above Condition does not affect Our rights at Common Law

Rights of Third Parties

A person or company who was 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 but this does not affect any right or remedy of a third party which exists or is available apart from that Act

Assignment

You shall not assign any of the rights or benefits under this Policy and or any Section of this Policy without Our prior written consent

We will not be bound to accept or be affected by any notice of trust charge lien or purported assignment or other dealing with or relating to this Policy and or any Section of this Policy

Data Protection

Hencilla Canworth Limited (Hencilla) and Pen Underwriting Limited (Pen) are each a separate data controller of the personal information you provide or personal information that has been provided by a third party.

Hencilla and Pen collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Hencilla and Pen may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please refer to the respective Privacy Policies referenced below. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

Privacy Policies:

Hencilla Canworth Limited –

https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf

Pen Underwriting Limited –

<https://www.penunderwriting.co.uk/Privacy-Policy>

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice

Policy Exclusions

War and similar risks

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from any of the following regardless of any other cause or Event contributing concurrently or in any sequence to the Damage cost expense or liability
 - 2.1) war invasion act(s) of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority
 - 2.2) any action taken in controlling preventing suppressing or in any way relating to 2.1) above

Radioactive and Other Contamination

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the 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 but the exclusion in this paragraph shall not extend to radioactive isotopes other than nuclear fuel when such

isotopes are being prepared carried stored or used for commercial agricultural medical scientific or other similar peaceful purposes

- e) any chemical biological biochemical or electromagnetic weapon provided that
 - i) in respect of the Employers' Liability Subsection of the Liability Section or paragraphs a) and b) above shall only apply when You under a contract have
 - 1) undertaken to indemnify another party
 - 2) assumed liability which would not have attached in the absence of such contract
 - ii) paragraphs c) d) and e) above shall not apply to the Liability Section

Terrorism

Not applicable to Liability Section

We shall not provide indemnity under this Policy in respect of any Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss directly or indirectly caused by or contributed to by or arising from

- 1) Terrorism occurring in England Wales and Scotland and the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987
- 2) any act including but not limited to the use of force or violence and or the threat thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and or to put the public or any section of the public in fear occurring other than in England Wales and Scotland

Including any Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 1) or 2) above

- 3) any act of Terrorism regardless of any cause or event contributing concurrently or in any other sequence to such act of Terrorism

In any action suit or other proceedings where We allege that any Damage cost or expense is not covered the burden of proof that such Damage cost or expense is covered shall be upon You

In the event that any part of this Exclusion is found to be invalid or unenforceable the remainder will remain in full force and effect

Date Recognition

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide indemnity under this Policy in respect of any

- 1) Damage to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- 2) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any
 - 2.1) computer data processing equipment or media Microchip integrated circuit or similar device or
 - 2.2) other equipment or System for processing storing or retrieving data or
 - 2.3) computer software whether Your Property or not to
 - a) recognise correctly any date as its true calendar date
 - b) capture save retain or correctly manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date
 - c) capture save retain or correctly process any data as a result of the operation of any programmed command which causes the loss of data or the inability to capture save retain or correctly process such data on or after any date

but indemnity shall apply under all Sections except the Employers' Liability Subsection of the Liability Section or in respect of subsequent Damage which itself results from any cause not otherwise excluded under the DJ Equipment Section

Loss of Electronic Data

Not applicable to Employers' Liability Subsection of the Liability Section

We shall not provide any indemnity under this policy in respect of Damage or consequential loss directly or indirectly occasioned by or happening through or in consequence of Virus or from the destruction distortion erasure corruption or alteration of Electronic Data.

Provided that this Exclusion shall not apply to

- a) Damage not otherwise excluded under the DJ Equipment Section

- b) Public and Products Liability Subsections of the Liability Section against legal liability in respect of accidental

- 1) Bodily Injury to any person
- 2) wrongful arrest wrongful detention false imprisonment or malicious prosecution.

Sanction Limitation and Exclusion

We shall not provide insurance nor be liable to pay any claim and or provide any benefit hereunder to the extent that the provision of such insurance and or payment of such claim and or provision of such benefit would expose Us and or any member of Our group to any sanction and or prohibition and or restriction under United Nations resolutions and or the trade and or economic sanctions and or laws and or regulations of any country

DJ Equipment Insurance

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Geographical Limit Definition

Means the Geographical Limit which is stated in the Schedule which is defined as below:

UK means Great Britain Northern Ireland the Isle of Man or the Channel Islands

EU means Great Britain Northern Ireland the Isle of Man or the Channel Islands or any country which is a member of the European Union

Worldwide means anywhere in the world

Section Cover

Damage occurring to Property stated in the Schedule within the Geographical Limit stated in the Schedule during the Period of Insurance

Condition of Average

If at the time of Damage the Sum Insured for each item is less than 85 per cent of the value of the item insured then Our liability shall be limited to that proportion of the Damage which the Sum Insured bears to the value of the Property

Basis of Settlement

In the event of Damage to any Property insured the basis upon which the amount payable shall be calculated will be the reinstatement of the property.

For the purpose of this Section reinstatement shall mean

- (a) where the Property is lost or destroyed its replacement by similar property to a condition equivalent to but not better or more extensive than its condition when new
- (b) where Property is damaged the repair of the damage and the restoration of that portion of the property to a condition substantially the same as but not better or more extensive than its condition when new

Provided that

- (i) when any Property is damaged or destroyed in part only the Our liability shall be limited to the sum representing the cost which We would have been called upon to pay for reinstatement if such property had been wholly destroyed
- (ii) if the cost of reinstating the whole of the property covered to which this Condition applies exceeds its Sum Insured at the commencement of Damage the amount payable by Us will not exceed that proportion of the amount of such Damage which the said Sum Insured compares to the total cost of reinstating the whole of such property at that time

Single Article Limit

In respect of the Property insured the maximum amount we will pay in respect of any single item is the single article limit as stated in the Schedule.

Section Extensions

Continuing Hire Costs

This Extension provides insurance for loss of hiring charges for which the Insured is responsible under the conditions of hire, arising directly from physical loss, Damage or delay to any item insured hereunder.

Subject to the terms and conditions of this policy and provided that:

- 1) Our maximum liability shall not exceed the amount shown in the Schedule
- 2) We shall not be liable for hiring charges arising more than thirteen weeks from the date of loss or Damage to which they relate
- 3) We shall not be liable for the Excess as specified in the Schedule
- 4) The Insured will do and assist Us or Our representatives in doing everything reasonable to minimise any loss

Alternative Hire Costs

This Extension provides insurance for the cost of hiring alternative item(s) following Damage insured under this section.

Subject to the terms and conditions of this policy and provided that:

- 1) Our maximum liability shall not exceed the amount shown in the schedule
- 2) We shall not be liable for hiring costs arising more than six weeks from the date of loss or Damage to which they relate
- 3) We shall not be liable for the Excess as specified in the schedule
- 4) The Insured will do and assist Us or Our representatives in doing everything reasonable to minimise any loss

Fraudulent hire

This Extension provides insurance up the sum insured stated in the Schedule for loss by theft by deception of Property insured that you have hired out under a standard hire contract, but We will not make any payment unless you have:

- a) retained a copy of photographic identification of the hirer by means of either a passport, driving licence or UK Photo ID Card; and
- b) retained copy of at least two utility bills for the hirer relating to the same premises; and
- c) retained a copy of the credit card details of the hirer; and
- d) only allowed the actual hirer to collect the hire items.

Dry Hire Insurance

This Extension provides insurance for Damage to the Property insured whilst on hire without an accompanying operator (Dry Hire).

Subject to the terms and conditions of this policy and provided that:

- 1) Our maximum liability shall not exceed the amount shown in the schedule
- 2) We shall not be liable for the first £500 of any claim

Section Exclusions

We shall not indemnify You for

- 1) subsequent or inevitable loss of any kind
- 2) Damage caused by
 - a) inherent vice or latent defect or gradual deterioration or wear and tear or frost or change in water table level or its own faulty or defective design or materials and gradual operating cause
 - b) faulty or defective workmanship or operational error or omission on Your or any Employees part but this will not exclude subsequent Damage which itself results from a cause not being otherwise excluded
- 3) Damage caused by
 - a) corrosion or rust or wet or dry rot or shrinkage or evaporation or loss of weight or dampness or dryness or marring or scratching or vermin or insects
 - b) change in temperature or atmospheric or climatic conditions
 - c) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- i. Damage which itself results from any operative Specified Peril under the Buildings &

Contents Section or from any other cause not otherwise excluded

- ii. subsequent Damage which itself results from a cause not otherwise excluded
- 4) Damage from an Unattended vehicle and or trailer unless the Property is kept within the boot or secure compartment or hidden from view which is secured by all locks and other protections
- 5) Damage caused by
 - a) acts of fraud or dishonesty by Your Employees
 - b) unexplained disappearance or unexplained or inventory shortage or misfiling or misplacing of information
 - c) any process of fitting or testing or servicing or repair or renovation or adjustment
- 6) Damage caused by Pollution or Contamination unless the Pollution or Contamination is itself caused by any operative Specified Peril under the Buildings & Contents Section
- 7) Damage caused by the accidental or deliberate introduction of a Virus or other instruction information or code into any electronic equipment
- 8) the Excess amount stated in the Schedule

Liability Section

Section Definitions

These definitions apply to this Section wherever these words or phrases appear with an upper case letter except where otherwise stated

Asbestos

means asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos asbestos fibres or particles or any derivatives of asbestos

Bodily Injury

means physical or mental injury including death illness disease mental anguish or shock but not defamation

Excess

means the first amount payable to You or any other person entitled to indemnity of each and every claim before We shall be liable to make any payment

If any payment made by Us includes the amount for which You or any party entitled to indemnity is responsible such amount shall be repaid to Us immediately.

The Excess does not form part of the Limit of Liability and is payable by You before the application of the Limit of Liability

Offshore Activity

means any work on or visit to an Offshore Installation from the time of embarkation onto a conveyance at the point of final departure to such Offshore Installation until the time of disembarkation from a conveyance onto land on return from such Offshore Installation

Offshore Installation

means any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk landing ramp bridge walkway accommodation or other connected structure which has been is or will be engaged in Production

Principal

means any person employer firm company ministry or authority for whom You carry out a contract for the performance of work

Product Supplied

means any product or thing (including containers packaging or labelling) sold supplied erected repaired altered treated installed processed manufactured tested serviced hired out stored transported or delivered by You in the course of Your Business in or from the Territorial Limits

Offshore Production

means the processes of prospecting for or extraction separation storage treatment or distribution of oil or gas

Territorial Limits

Means the Territorial Limits which is stated in the Schedule which is defined as below:

UK means Great Britain Northern Ireland the Isle of Man or the Channel Islands but not Offshore Activity

EU means Great Britain Northern Ireland the Isle of Man or the Channel Islands or any country which is a member of the European Union

Rest of World excluding North America means anywhere in the world but not United States of America or Canada or not Offshore Activity

Terrorism

means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisations or governments committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear

Employers' Liability Subsection

Subsection Cover

We will indemnify You against legal liability for damages in respect of Bodily Injury caused to an Employee during the Period of Insurance within the Territorial Limits as shown in the Schedule arising out of and in the course of employment with You in connection with Your Business provided that:

- 1) If the Territorial Limits stated in the Schedule includes countries outside of Great Britain Northern Ireland the Isle of Man or the Channel Islands then;
 - a. any such Employee is ordinarily resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands and;
 - b. We shall not provide indemnity in respect of any amount payable under Workers' Compensation Social Security or Health Insurance legislation'

Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any Event shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for Bodily Injury caused by Asbestos or Terrorism

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Unsatisfied Court Judgments

Where a judgment for damages has been obtained by any Employee or the legal personal representatives of any Employee in respect of Bodily Injury caused to the Employee arising out of and in the course of employment with You in connection with Your Business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then at Your request We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in Premises within the Territorial Limits in any court situated in the Territorial Limits
- 2) there is no appeal outstanding
- 3) if any payment is made by Us the Employee or their legal personal representatives shall assign the judgment to Us
- 4) this Subsection is operative at the time that such Bodily Injury is caused and indemnity will only apply in respect of those damages that relate to Bodily Injury caused during the Period of Insurance
- 5) Our liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the Schedule

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by You under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
- 2) caused by or arising from any Offshore Activity

Public Liability Subsection

Subsection Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

Occurring during the Period of Insurance within the Territorial Limits as shown in the Schedule in connection with Your Business

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Buildings Temporarily Occupied

Subsection Exclusion 5.2) shall not apply to liability for Damage to buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance alteration extension installation or repair

Data Protection Act

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection, whichever is the lower.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn

- 3) We shall not provide indemnity
- 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
 - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - 3.6) against Contractual Liability
 - 3.7) against liability in respect of Bodily Injury to any person or Damage to Property

Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Premises previously owned or occupied by You for purposes pertaining to Your Business and which have since been disposed of by You provided that We shall not provide indemnity against liability

- 1) for which indemnity is provided by any other insurance
- 2) for the costs of remedying any defect or alleged defect in such Premises

Leased or Rented Premises

Subsection Exclusion 5.2) shall not apply to liability for Damage to Premises including their fixtures and fittings leased or rented to You provided that We shall not provide indemnity against

- 1) Contractual Liability
- 2) the first £500 of each and every Event of Damage to Premises caused other than by fire or explosion

Motor Contingent Liability

Notwithstanding Subsection Exclusions 2.3) We will indemnify You and no other person for the purpose of this Extension against legal liability for damages in respect of Bodily Injury or Damage to Property caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by You being used in the course of Your Business provided that

- We shall not provide indemnity against liability
- 1) in respect of Damage to any such vehicle or trailer or Property conveyed therein or thereon
 - 2) for which indemnity is provided by any other insurance
 - 3) caused or arising whilst such vehicle or trailer is
 - 3.1) engaged in racing pace-making reliability trials or speed testing
 - 3.2) being driven by You
 - 3.3) being driven with Your general consent or Your representative by any person who to Your knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - 3.4) used elsewhere other than within Great Britain Northern Ireland the Isle of Man or the Channel Islands

Motor Vehicles

Subsection Exclusions 2.3) shall not apply to liability caused by or arising from

- 1) the use of plant as a tool of trade at Your Premises or on any site at which You are working
- 2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- 3) Damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that We shall not provide indemnity against liability
 - a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) for which indemnity is provided by any other insurance

Overseas Personal Liability

We will indemnify You or at Your request

- 1) any director partner or Employee of Your Business
- 2) any spouse or child of Yours or any persons stated who are accompanying such persons

against liability incurred by such persons in a personal capacity in a country to which the Territorial Limits does not extend whilst on a temporary visit to such country in connection with Your Business provided that

- 1) any person entitled to indemnity under this Extension shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

- 2) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified
- 3) We shall not provide indemnity against
 - 3.1) Contractual Liability
 - 3.2) liability for which indemnity is provided by any other insurance
 - 3.3) liability in respect of Damage to Property belonging to or in the custody of or under the control of any person entitled to indemnity under this Extension
 - 3.4) liability in respect of Bodily Injury to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
 - 4.1) the ownership or occupation of land or buildings
 - 4.2) the carrying on of any business profession trade or employment
 - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

Pollution or Contamination Clean Up Costs

These definitions apply to this Extension wherever these words or phrases appear with an upper case letter

Environmental Legislation

means any legislation for the protection of the environment or control of Pollution or Contamination

Pollution or Contamination

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Remediation

means works or operations to treat remove or dispose of Pollution or Contamination but excludes works or operations to

- 1) reinstate reintroduce or restore flora or fauna
- 2) restore natural habitats or species protected under Environmental Legislation

We will also indemnify You in respect of Pollution or Contamination occurring within the Great Britain Northern Ireland the Isle of Man or the Channel Islands caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance and We will also indemnify You against

- 1) the costs of any Remediation legally required or ordered by any statutory authority or regulator acting in accordance with the terms of any Environmental

Legislation to be conducted by You and

- 2) liability for the costs of any Remediation conducted by any statutory authority or regulator and legally sought from You by that statutory authority or regulator in accordance with the terms of any Environmental Legislation provided that
 - 2.1) all Pollution or Contamination which arises out of one Event shall be deemed to have occurred at the time such Event takes place
 - 2.2) under this Extension We shall indemnify You only to the extent that the Remediation to which the indemnified costs relate is the minimum necessarily conducted under the provisions of Environmental Legislation
 - 2.3) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation arising out of Pollution or Contamination
 - a) occurring outside the Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - b) consisting of any radioactive substances or Asbestos
 - c) caused by any Product Supplied
 - d) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
 - e) arising out of genetically modified organisms
 - 2.4) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation carried out on or in order to protect any Property belonging to or in Your custody or under the control other than premises leased rented hired and not belonging to You but temporarily occupied by You for the purpose of maintenance alteration extension installation or repair
 - 2.5) Our liability under this Extension for costs payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not in the aggregate exceed £100,000 and the total amount payable
 - a) under this Extension and
 - b) otherwise under this Subsection for all damages in respect of Pollution or Contamination as defined in Policy Definitions which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate during any one Period of Insurance the amount stated as the

Limit of Indemnity for this Subsection in the Schedule

- 2.6) We shall not provide indemnity under this Extension against any costs or any liability for costs of Remediation to the extent they relate to
- a) any measures to prevent the spread of any Pollution or Contamination or the removal of an immediate threat of Pollution or Contamination
 - b) the removal or disposal of any waste deposited by You or on Your behalf
 - c) any amounts payable by way of compensation to third parties affected by such Pollution or Contamination
 - d) any amounts payable by way of fines or penalties
 - e) any costs and expenses incurred by You or prosecution costs and expenses awarded against You in connection with any criminal proceedings arising out of the Pollution or Contamination
 - f) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to Event that caused the Pollution or Contamination

- 3) caused by or arising from any Product Supplied after it has ceased to be in Your custody or under Your or any Employees control other than food or drink for consumption on Your Premises
- 4) Contractual Liability unless the sole conduct and control of claims is vested in Us but We will not in any Event provide indemnity in respect of liquidated damages or liability under any penalty clause or Damage to Property which comprises contract works executed
- 5) in respect of Damage to Property
 - 5.1) belonging to You
 - 5.2) in Your or any Employees custody or under their control other than personal effects including vehicles and their contents of any visitor director partner and or Employee of Yours
 - 5.3) being that part of any Property on which You or any Employee or agent of Yours is or has been working where Damage arises out of such work
- 6) for the Excess amount stated in the Schedule to this Subsection other than in respect of Damage to Premises including their fixtures and fittings leased rented or hired to You

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) caused by or arising from the ownership or possession or use by You or on Your behalf of any
 - 2.1) aircraft or aerospace device or hovercraft
 - 2.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length
 - 2.3) mechanically propelled vehicle
 - a) for which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) where indemnity is provided by any other insurance.

Products Liability Subsection

Cover

We will indemnify You against legal liability for damages in respect of accidental

- 1) Bodily Injury to any person
- 2) Damage to Property

occurring during the Period of Insurance anywhere in the world and caused by or arising from any Product Supplied

Limit of Liability

- 1) Our Limit of Liability for damages payable in respect of any Event and in the aggregate in respect of all Events during any one Period of Insurance shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the Schedule provided that the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the Schedule whichever is the lower for liability in respect of Terrorism
- 2) Except as stated in paragraph 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided under this Subsection will be payable in addition to the Limit of Liability applicable

Subsection Extensions

The terms Conditions and Exclusions of this Policy apply to these Subsection Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Consumer Protection & Food Safety Acts

We will provide indemnity to You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or of Part II of the Food Safety (Northern Ireland) Order 1991 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) We shall not provide indemnity in respect of
 - 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Subsection Exclusions

We shall not provide indemnity against liability

- 1) in respect of Bodily Injury to any Employee arising out of and in the course of employment by You in connection with Your Business
- 2) in respect of Damage to or the costs or expenses of recalling repairing replacing altering removing or making any refund in respect of any Product Supplied caused by or arising from
 - 2.1) any defect in or the harmful nature of or the unsuitability for its intended purpose of such Product Supplied
 - 2.2) an error or fault in connection with the sale supply or presentation of such Product Supplied

- 3) caused by or arising from any Product Supplied whilst in Your custody or under Your or any Employees control
- 4) caused by or arising from any Product Supplied which to Your knowledge for
 - 4.1) use in or on any aircraft or aerospace device
 - 4.2) aviation or aerospace purposes
 - 4.3) use in the safety or navigation of marine craft of any sort
- 5) caused by or arising from any Product Supplied which to your knowledge is for use in or supply to the United States of America or Canada
- 6) arising from a Contractual Liability other than liability arising out of a condition or warranty of goods implied by law
- 7) for the Excess amount stated in the Schedule to this Subsection

Section Extensions

The terms Conditions and Exclusions of this Policy apply to these Section Extensions and where no limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies

Additional Activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to Your Business

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of Your Premises
- 3) private work carried out by any Employee with Your consent for any director partner or senior official of Yours
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of Your own mechanically propelled vehicles
- 7) provision of gifts and promotional material

Claimants' Costs and Expenses

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

Costs of Court Attendance

If any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will reimburse You at the following rates per day for each day on which attendance is required

- 1) any director or partner of the Insured £500
- 2) any Employee £250

Cross Liabilities

If the Insured comprises of more than one party We will under the Public Liability and Product Liability Subsections provide indemnity to each such Insured in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Defence Costs and Expenses

We will provide indemnity in respect of all

- 1) costs incurred with Our written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission causing or relating to any Event
- 2) other costs and expenses incurred with Our written consent in relation to any matter

Health and Safety at Work Act

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business

- 2) We shall not provide indemnity in respect of
 - 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Policy
 - 2.5) proceedings which relate to the health safety or welfare of any Employee unless the Employers Liability Subsection is operative at the time when the offence was committed
 - 2.6) proceedings which relate other than to the health safety or welfare of any Employee and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
 - 2.7) proceedings which relate to Products Supplied unless Products Liability Subsection is operative at the time when the offence was committed
- 3) the director partner or Employee shall as though they were the Insured be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Indemnity to Other Persons

We will also provide indemnity as if a separate Policy had been issued

- 1) to the legal personal representatives of Yours or any other person entitled to indemnity under this Policy but only in respect of liability incurred by You or such other person
- 2) to any Principal but only to the extent required by the contract for work and not any Principal who is located within the United States of America or Canada
- 3) to any owner of plant hired to You but only to the extent required by the conditions of the contract of hire not any such owner who is located within the United States of America or Canada
- 4) at Your request to
 - 4.1) any officer or member of Your catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of Your Employees and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided

4.2) any director or partner or Employee of Yours while acting in connection with Your Business in respect of liability for which You would be entitled to indemnity under this Policy if the claim for which indemnity is being sought had been made against You

provided that

- a) any persons specified above shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply
- b) nothing in this Extension shall increase Our liability to pay any amount exceeding the Limit of Liability stated in the Schedule regardless of the number of persons claiming to be indemnified

Manslaughter and Corporate Manslaughter Defence Costs

We will provide indemnity to You and at Your request any director partner or Employee of Yours in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of Your Business
- 2) Our liability under this Extension for all costs and expenses shall not exceed £5,000,000 or the amount stated as the Limit of Liability for the Public Liability Subsection in the Schedule whichever is the lower in the aggregate during any one Period of Insurance
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) We agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) We shall not provide indemnity in respect of
 - 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
 - 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against You or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed

5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance proceedings

- a) brought within any country other than Great Britain Northern Ireland the Isle of Man or the Channel Islands
 - b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - c) which arise out of any activity or risk excluded by this Policy
 - d) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business
 - e) which relate other than to Bodily Injury or potential Bodily Injury to an Employee in the course of Your Business and other than to Products Supplied unless the Public Liability Subsection is operative at the time when the offence was committed
 - f) which relate to Products Supplied unless the Products Liability Subsection is operative at the time when the offence was committed
- 6) the director or partner or Employee shall as though they were You be subject to the terms Conditions and Exclusions of this Policy insofar as they can apply

Section Conditions

Avoidance of Certain Terms and Rights of Recovery

The indemnity provided under the Employers' Liability Subsection is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees within Great Britain Northern Ireland the Isle of Man or the Channel Islands or Offshore Installations within the continental shelf around those countries may require 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

Claims (Contribution)

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

Claims (Discharge of Liability)

We may at any time at Our sole discretion

- 1) under Employers Liability Subsection pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims
- 2) under Public Liability or Products Liability Subsections pay to You the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against You can be settled and We shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which We may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in Your liability to pay a sum in excess of the Limit of Liability applicable Our liability under Public Liability or Products Liability Subsections for costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by or on behalf of You in settlement of the claim or claims

Section Exclusions

We shall not provide indemnity

- 1) for any claim arising out of an event where You are performing the role of promoter or organiser
- 2) under the Public Liability or Products Liability Subsections against liability in respect of Pollution or Contamination occurring
 - 2.1) within the United States of America or Canada
 - 2.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected Event which takes place in its entirety at a specific time and place during the Period of Insurance

provided that

in respect of any liability for which indemnity is not excluded under Exclusion 2. 2) above

- a) all Pollution or Contamination which arises out of one Incident shall be deemed to have occurred at the time such Incident takes place

- b) the liability for all damages under the Public Liability or Products Liability Subsections payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Schedule as the Limit of Indemnity for the Public Liability or Products Liability Subsections
- 3) under the Public Liability or Products Liability Subsections against liability caused by or arising from advice design or specification You provided for a fee
- 4) under the Public Liability or Products Liability Subsections against liability
 - 4.1) in respect of mental injury mental anguish or shock or fear of suffering death Bodily Injury illness or Disease arising out of the actual alleged or suspected presence or release of Asbestos or exposure to or inhalation of Asbestos
 - 4.2) for the costs of management including those of any persons under any statutory duty to manage removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos

against liability for punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

Personal Accident

Section Cover

Bodily Injury suffered by an Insured Person solely and independently of any other cause occurring as a result of an Accident during the Period of Insurance, including whilst engaged in the business of the Insured.

Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown for each Insured Person in the Schedule in respect of any one Period of Insurance

Benefits	Sums Insured
1. Accidental Death	100%
2. Loss of one or both eye(s)	100%
3. Loss of one or more limb(s)	100%
4. Loss of hearing in both ears	100%
5. Loss of hearing in one ear	100%
6. Loss of Speech	100%
7. Permanent Total Disablement	100%
8. Temporary Total Disablement	Maximum 75% of Gross Weekly Wage
9. Temporary Partial Disablement	40% of Gross Weekly Wage up to a maximum GBP 100
10. Hospital Benefit	GBP 25 per complete 24 hours up to a maximum of GBP 250

Section Definitions

Accident

means sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance

Bodily Injury (applicable to this Section only)

Means Injury cause

1. by an Accident and
2. solely and independently of any other cause results in an Insured Person's death or disablement or other injury within twelve months from the date of the Accident

Bodily Injury does not include sickness

Hospital Benefit

Means the benefit payable in respect of hospitalisation

Insured Person

Means any of your directors, partners or Employees under the age of 65 years old who are named in the Schedule

Loss of Hearing

Means total loss of hearing in both or one ear(s) which lasts twelve months and at the end of that period is beyond hope of improvement

Loss of Limb

means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and recoverable loss of use of hand arm or leg

Loss of Speech

Means total loss of speech which lasts twelve months and at the end of that period is beyond hope of improvement

Operative Time

means the period of time for which We will cover for Insured Person for benefits described within the Schedule which is defined as below:

24 Hour Cover means 24 hours a day worldwide

Occupational Cover Only means whilst the Insured Person is engaged in Business duties on Your behalf or whilst travelling between the Insured Person's place of residence and place of work

Permanent Total Disablement

means disablement which entirely prevents the Insured Person from attending to their usual business or occupation which lasts continuously for 52 weeks and which at the end of that period is without prospect of improvement

Temporary Partial Disablement

Means disablement which prevents the Insured Person from attending to a substantial part of their usual business or occupation

Temporary Total Disablement

Means disablement which entirely prevents the Insured Person from attending to or engaging in their usual business or occupation

Section Conditions

1. Benefit shall not be payable under more than one of benefits 1. – 7. in respect of the same injury or same period of disablement, except that payment may be made under benefit 8. or 9. For
2. any period prior to payment being made for such benefit, provided that the amount already paid under benefit 8. or 9. shall be deducted from the payment due under benefit 1. to 7.
3. After a claim has been paid under one of benefits 1. to 7. no further liability shall attach to insurers in respect of the Insured Person
4. Benefit 7. shall be payable only on certification by a medical referee of permanent total disablement and not before the expiry of 52 consecutive weeks disablement.
5. Benefits 8 shall be payable up to but not exceeding in all 52 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4weeks.
6. Benefits 9 shall be payable up to but not exceeding in all 26 weeks in respect of any period(s) of disablement resulting from any one Bodily Injury and shall be paid at the end of any period of disablement or at the Insured's request at periodic intervals of not less than 4weeks
7. where a payment is made for Benefit 6 following Benefit 9 or for Benefit 9 following Benefit 8 arising from the same Accident, benefit shall only be paid for one benefit payment period.
8. the total sum payable in respect of any one or more claims shall not exceed in all the largest benefit under any one of the items contained in the schedule
9. The Insured Person shall as often as required and at the expense of the Insurers submit to examination by a medical practitioner of the Insurers choice
10. The Insurers shall be entitled to post mortem examination at its own expense in the event of death of an Insured Person
11. This Section is not assignable and the receipt of the Insured or their legal shall be a valid discharge of the Insurers liability

Previous Disability Clause

It is hereby understood and agreed that if the consequence of an accident shall be aggravated by any physical disability or condition of the Insured Person which existed before the accident occurred, the amount of any compensation payable under this Policy in respect of the consequences of the accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been without the necessity of medical consultation or treatment for 24 consecutive months prior to the date of the claim.

Section Exclusions

Benefit 8 & 9 are not payable in respect of:

1. (a) the first 14 days of disablement; or
(b) the first 28 days of disablement resulting from playing any type of football or rugby or field hockey
2. Bodily Injury resulting from an Insured Person taking part in or practicing for:
 - (a) abseiling, boxing, caving, hunting, ice hockey, judo, martial arts, polo, potholing, professional sports, sub aqua diving, water skiing, winter sports or wrestling
 - (b) flying and aerial activities or any kind other than as a fare paying passenger in a properly certified multi engine passenger carrying aircraft or helicopter flown in the course of licenced operations
 - (c) mountaineering or rock climbing which would normally necessitate the use of ropes or guides
 - (d) racing of any kind other than on foot or swimming or
 - (e) engaging in or taking part in armed forces service or operations
3. Bodily Injury resulting from the use of by and Insured Person of a motorcycle (as driver or passenger) other than under 250c.c and when the driver is duly qualified and is possession of a current UK driving licence and both driver and passenger wear safety helmet(s) and appropriate clothing
4. Bodily Injury arising from
 - (a) any pre-existing defect infirmity medical condition or chronic or recurring ailment of which an Insured Person is aware of or could reasonably be expected to have been aware unless it has been declared in writing and accepted by the Insurers
 - (b) Pregnancy or Childbirth
5. Bodily Injury sustained while under the influence of or due wholly or partly or directly or indirectly to the taking of drugs other than drugs taken as prescribed by a qualified registered medical practitioner but not for the treatment of drug addiction.
6. An Insured Person committing or attempting to commit suicide or in a state of insanity.
7. Self-inflicted Bodily Injury or deliberate exposure to exceptional danger unless in an attempt to save Human life
8. Bodily Injury resulting solely in the inability to take part in sports or pastimes

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