

CONTRACTORS COMBINED LIABILITY INSURANCE CERTIFICATE

The Contract of Insurance

This **Certificate** is a contract of insurance between **You** and **Us**. In return for the premium shown in the **Schedule** that **You** have paid or agreed to pay **We** agree to insure **You** in accordance with the terms and conditions contained in this **Certificate** and any **Endorsement**.

You should take the time to read all its terms, especially the conditions which **You** have to fulfil to ensure that **Your** insurance remains valid and what **You** have to do when making a Claim.

Insurance Act

Duty of Fair Presentation

You are required to make a fair presentation of the risk to **Us**.

If **You** breach **Your** duty to provide a fair presentation and any such breach was deliberate or reckless, **We** may regard the **Certificate** as void and are not required to return any paid premium to **You**.

If the breach was not deliberate or reckless, **Our** remedy shall depend upon what **We** would have done if **You** had complied with the duty of fair presentation:

1. **We** may regard the **Certificate** as void if **We** would not have entered into the insurance on any terms in the absence of the breach. In this case, the **We** must return the premium paid.
2. If the **We** would have entered into the insurance but on different terms (other than terms relating to premium) the **Certificate** is to be treated as if those different terms applied from the outset, if **We** so require.
3. If **We** would have entered into the insurance but would have charged a higher premium **We** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

Sanctions

MUM is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions).

MUM is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose **MUM** or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

Any Insurance Intermediary or broker who undertakes any insurance intermediation activity in relation to this policy is required to comply similarly with laws applicable to us in respect of any services provided to **MUM** or on **MUM's** behalf.

To comply with Sanctions, **MUM** may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties **MUM** deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and **MUM** will not be liable for this or for similar steps taken by third parties.

Important

In deciding to insure **You** and in setting the terms and premium, **We** have relied on the **Proposal**. **You** must ensure that all information provided in the **Proposal** is accurate and complete. **You** must disclose every material fact and circumstance **You** know or ought to know, and provide a fair presentation of the information required to enable **Us** to assess **Your** insurance risk, both at the commencement of the **Period of Insurance** and at any subsequent renewal of this **Certificate**.

It is important that **You**:

- check that the information **You** have given **Us** is accurate and complete;
- comply with **Your** duties as set out in this **Certificate** and any **Endorsement**.

If this **Certificate** does not meet **Your** requirements, or if **Your** requirements change, **You** should contact **Your Broker** at **Your** earliest opportunity.

Renewal

MUM will write to **Your Broker** at least 21 days before the **Period of Insurance** ends with renewal terms or with full details of the information that **MUM** will require in order to offer renewal terms. Please contact **Your Broker** if **You** do not want to renew this **Certificate**. Occasionally, **We** may not be able to offer to renew **Your Certificate**. If this happens, **We** will write to **Your Broker** at least 21 days before the expiry of **Your Certificate** to allow enough time for **You** to make alternative insurance arrangements.

Interpretation

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of this **Certificate** headed 'General Definitions'.
- headings are for ease of reference only and shall not be taken into account in construing this **Certificate**.
- references to masculine include the feminine and vice versa;
- the singular includes the plural and vice versa;
- reference to any legislation, statute or statutory provision shall include any amendment or replacement;
- references to any position, title or legislation shall include their equivalent in the relevant jurisdiction.

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Section A – Employers’ Liability

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover under Section A.

Operative Clause

Subject to the exclusions, conditions and definitions of this **Certificate**, **We** will **Indemnify You** under Section A against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and expenses**

in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by **You** in the **Business** and which is caused during the **Period of Insurance**:

- i) within the **United Kingdom**; or
- ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in connection with the **Business** provided that the **Employee** is normally resident in the **United Kingdom**.

Limit of Indemnity

- a) The amount specified in the **Schedule** as the limit of indemnity for Section A.

Our liability to **You** under Section A for damages and **Costs and Expenses** payable by **You** in respect of any one claim relating to any one or more employees arising out of any one occurrence will not exceed the amount specified in the **Schedule** as the limit of indemnity for Section A.

- b) Despite anything contained in paragraph a) above, **Our** liability to **You** under Section A for damages and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause arising out of **Terrorism** will not exceed GBP 5,000,000.
- c) Despite anything contained in paragraph a) above, **Our** liability to **You** under Section A for damages and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to **Asbestos** or materials or **Products** containing **Asbestos** will not exceed GBP 5,000,000.

Employers’ liability compulsory insurance

The **Indemnity** granted by Section A is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers’ liability to their **Employees**.

If however **We** pay any sum which would not have been paid but for the provisions of that law then **You** must repay the sum to **Us** on demand.

Extensions applicable to Section A

*These extensions are subject to all other terms of this **Certificate** so far as they can apply unless otherwise stated.*

Extension 1 - Unsatisfied court judgments

In the event that:

- a) a judgment for damages is obtained against any company or individual other than **You** operating from premises within the **United Kingdom** by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance** arising out of and in the course of their employment by **You** in the **Business**; and
- b) it remains unsatisfied in whole or in part six months after the date of that judgment. **We** will **Indemnify** the **Employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as:
 - i) there is no appeal outstanding;
 - ii) any payment made by **Us** will be subject otherwise to the terms, exclusions, limitations and conditions applicable to Section A of this Policy;
 - iii) **We** will be entitled to take over and prosecute for **Our** own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance **We** may reasonably require;
 - iv) **You** will take all reasonable steps to:
 - a. Procure assignment of the judgment by the **Employee** or personal representative to **Us**; and
 - b. to recover monies due from the party against whom the judgment was obtained.

Exclusions applicable to Section A

1. **We** will not **Indemnify You** under Section A against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by law.
2. **We** will not **Indemnify You** under Section A against legal liability arising **Offshore**.
3. **We** will not **Indemnify You** under Section A against **Your** legal liability arising from **You**, in the course of **Your Professional Business**, carrying out the manufacture, mining, processing, distribution, testing, removal, storage, disposal, sale or use of **Asbestos** or **Products** containing **Asbestos**.

Section B – Public Liability

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover under Section B.

Operative Clause

Subject to the exclusions, conditions and definitions of this **Certificate**, **We** will **Indemnify You** under Section B against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and expenses**

in the event of:

- i) accidental **Bodily Injury** to any person other than any **Employee**
- ii) accidental loss of or damage to **Property**
- iii) obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **Period of Insurance** and arising out of the activities of **Your Business**:

- i) in the **United Kingdom**;
- ii) elsewhere in the world in respect of temporary visits in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **United Kingdom**.

Limit of Indemnity

Our liability to **You** under Section B for damages payable by **You** in respect of all claims arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the amount specified in the **Schedule** as the limit of indemnity for Section B.

Costs and expenses are payable in addition to the limit of indemnity under Section B apart from:

- i) any judgment award or settlement made within; and
- ii) any order made anywhere in the world to enforce, either in whole or in part, a judgment, award or settlement made within

North America for which the limit of indemnity for Section B will be the maximum amount payable including **Costs and expenses**.

Extensions applicable to Section B

*These extensions are subject to all other terms of this **Certificate** so far as they can apply unless otherwise stated.*

Extension 1 - Defective premises

We will **Indemnify You** against **Your** legal liability under Section 3 of the Defective Premises Act 1972 for **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by **You**. This **Indemnity** does not apply to any costs or expenses incurred in repairing, replacing or making any refund in respect of any of those premises.

Extension 2 - Leased premises

We will Indemnify You against **Your** legal liability for loss of or damage to premises or fixtures or fittings in and on premises during the **Period of Insurance** which are leased to **You**.

This **Indemnity** does not apply in respect of **Your** legal liability for:

- i) loss or damage if the liability is assumed under any tenancy or other agreement and would not have arisen in the absence of that tenancy or agreement; or
- ii) the first GBP 250 of that loss or damage.

Extension 3 - Contingent liability (non-owned vehicles)

For the purposes of this Extension 3 - "**You/Your**" is restricted to the policyholder named in the **Schedule** and any associated or subsidiary company of the policyholder provided it has been notified and agreed by **Us**.

We will Indemnify You against **Your** legal liability for **Bodily Injury** and loss of or damage to **Property** occurring during the **Period of Insurance** arising out of the use of any motor vehicle in connection with the **Business** which is not **Your Property** or leased or hired to **You** and is not provided by **You**.

This **Indemnity** does not apply in respect of:

- i) loss of or damage to a vehicle being driven by **You**;
- ii) **Bodily Injury** or loss of or damage to **Property** while that vehicle is being driven by **You**;
- iii) liability arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of any vehicle as a requirement of relevant Road Traffic Act legislation;
- iv) a vehicle being used outside the **United Kingdom**.

Extension 4 - Overseas personal liability

Where **You** or any of **Your** directors or **Employees** are temporarily visiting a country outside the **United Kingdom** during the **Period of Insurance** in connection with the **Business**, **We will Indemnify You** and:

- i) if **You** are an individual, **Your** spouse and child(ren) accompanying **You**; and
 - ii) any of **Your** directors or **Employees**; and
 - iii) any spouse or child(ren) of **Your** directors or **Employees** accompanying them
- against legal liability incurred in a personal capacity for accidental **Bodily Injury** or loss of or damage to **Property** occurring during that visit.

Extension 5 - Car park and cloakroom liability

We will Indemnify You against legal liability in respect of accidental loss of or damage, occurring during the **Period of Insurance**, to vehicles or personal effects of other persons which **You** hold in trust or in **Your** custody or control as long as those vehicles and personal effects:

- i) are not being stored by **You** for a fee or other consideration and/or
- ii) are not held in trust by **You** or in **Your** custody or control for the purpose of work being carried out on them.

Extension 6 – Environmental costs

We will Indemnify You against:

- a) 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

- b) 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
- 1) all **Pollution** which arises out of one incident shall be deemed to have occurred at the time such incident takes place;
 - 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**;
 - 3) **We** shall not provide **Indemnity** under this Extension against any costs or any liability for costs of **Remediation** arising out of **Pollution**:
 - i) occurring outside the United Kingdom;
 - ii) consisting of any radioactive substances or **Asbestos**;
 - iii) arising out of genetically modified organisms.
 - 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;
 - 5) **Our** liability under this Extension for costs payable in respect of all **Remediation** which is deemed to have occurred during any one **Period of Insurance** shall not in the aggregate exceed GBP 100,000 and the total amount payable under this Extension and otherwise under Section B for all damages in respect of **Pollution** 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 Section B in the **Schedule**;
 - 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:
 - i) any measures to prevent the spread of any **Pollution** or the removal of an immediate threat of **Pollution**;
 - ii) the removal or disposal of any waste deposited by **You** or on **Your** behalf;
 - iii) any amounts payable by way of compensation to third parties affected by such **Pollution**;
 - iv) any amounts payable by way of fines or penalties;
 - v) 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**;
 - vi) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the **Pollution**;
 - vii) any reinstatement reintroduction or restoration of flora or fauna;
 - viii) any restoration of natural habitats or species protected under **Environmental Legislation**.

Extension 7 - Legionellosis

General Exclusion 20 shall not apply to any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like provided that:

- a) **We** will only **indemnify You**
 - i) in respect of all sums which **You** become legally liable for in damages and **Costs and expenses** arising from **Pollution** which arise out of or are a consequence of

- any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like where the claim is first made in writing to **You** during the **Period of Insurance**; or
- ii) if the first notification of a circumstance which has caused or is alleged to have caused **Bodily Injury** and can be reasonably expected to give rise to a legal liability arising from **Pollution** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like is notified to the **Us** during the **Period of Insurance** or within thirty days (30) after expiry of the same **Period of Insurance**
- b) **Our** liability under this Extension for all damages and **Costs and expenses** shall not exceed the limit of indemnity shown in the **Schedule** or GBP 1,000,000 (whichever is the lesser sum) and for all sums for which **You** become legally liable arising from **Pollution** shall not exceed the limit of indemnity shown in the **Schedule**
- c) This Extension shall not apply to any legal liability arising from **Pollution** which arises out of or as a consequence of any discharge, release or escape of Legionella or other air-borne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like if before the **Period of Insurance** **You** had become aware of circumstances which have given or may give rise to such **Pollution**.

Exclusions applicable to Section B

We will not **Indemnify You** under Section B against **Your** legal liability:

1. caused by or arising from any **Products** after they have ceased to be in **Your** custody or control other than food or drink for consumption on **Your Premises**;
2. for damage to materials, parts or equipment furnished in connection with performance of the **Work Away** but this limitation shall not be applied to **Products** previously supplied under any previous contract;
3. for damage to **Property** that is removed, repaired, adjusted, altered, reinstated, withdrawn or disposed of in the course of and necessitated by the performance of the **Work Away**;
4. for any expenditure incurred by **You** or others for the removal, repair, adjustment, alteration, reinstatement, withdrawal, inspection or disposal of the **Work Away** as a result of any defect (suspected or known) in or unsuitability for the intended purpose of the **Work Away**.

Section C – Products Liability

This is an optional section of cover. Please refer to **Your Schedule** to confirm whether **You** have cover under Section C.

Operative Clause

Subject to the exclusions, conditions and definitions of this **Certificate**, **We** will **Indemnify You** under Section C against:

- a) all sums which **You** become legally liable to pay as damages; and
- b) **Costs and expenses**

in the event of:

- i) accidental **Bodily Injury** to any person;
- ii) accidental loss of or damage to **Property**

occurring anywhere in the world during the **Period of Insurance** and caused by any **Products** after they have ceased to be in your custody or control.

Limit of Indemnity

Our liability to **You** under Section C for damages payable by **You** in respect of or arising out of any one event or all events of a series resulting from or attributable to one source or original cause will not exceed the sum in the **Schedule** as the limit of indemnity for Section C.

Our liability to **You** under Section C for damages payable by **You** in respect of all claims arising during one **Period of Insurance** will not exceed the sum in the **Schedule** as the limit of indemnity for Section C.

Costs and expenses are payable in addition to the limit of indemnity under Section C.

Occurrences of a Series (applicable to Section C only)

All **Occurrences** of a series which are consequent on or attributable to one source or original cause shall be added together and treated as one **Occurrence** irrespective of the **Periods of Insurance** in which the **Occurrences** in the series arise or the number of persons or organisations who sustain **Bodily Injury** or damage to **Property** or obstruction interference with traffic loss of amenities trespass nuisance or any like cause.

Such **Occurrences** shall be deemed to have happened on the date on which the first **Occurrence** happened and **Our** liability for all compensation arising out of all such **Occurrences** shall not exceed the Limit of Indemnity specified in the **Schedule** applicable to that period of insurance in which the first **Occurrence** arose.

Exclusions applicable to Section C

We will not **Indemnify You** under Section C against **Your** legal liability caused by or arising out of any **Products** which:

- i) to **Your** knowledge are to be sold, supplied, erected, repaired, altered, treated, installed in or for use for delivery or use in **North America**;
- ii) are sold, supplied, erected, repaired, altered, treated, installed in or for use in any **Aircraft**, hovercraft or waterborne craft or for marine or aviation purposes.

General Extensions

*These extensions are subject to all other terms of this **Certificate** so far as they can apply unless otherwise stated.*

1. **Indemnity to Principals**

Notwithstanding General Exclusion 1 **We** will **Indemnify** any party including any **Principal** whom under contract or agreement **You** have agreed to **Indemnify** but only to the extent required by such contract or agreement and only to the extent that liability arises solely out of the work performed by **You** or on **Your** behalf and provided that:

- a) such party or **Principal** shall, as though they were **You**, observe, fulfil and be subject to the terms and conditions of this **Certificate** in so far as they can apply; and
- b) **Our** liability under this Extension shall in no way operate to increase any Limit of Indemnity.

2. **Cross liabilities**

If the policyholder named in the **Schedule** comprises more than one party, **We** will treat each party as though a separate **Certificate** had been issued to each of them.

However, nothing in this Extension will increase **Our** liability to pay more than the applicable limit of indemnity under the applicable Section of this **Certificate**.

3. **Compensation for court attendance**

In the event of any of **Your** directors, partners or **Employees** attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to **Indemnity** under this **Certificate**, **We** will provide compensation at the following rates for each day on which attendance is required:

- i) any director or partner GBP 500 per day;
- ii) any **Employee** GBP 250 per day

limited in total for all court appearances commenced during the **Period of Insurance** to GBP 10,000, which is payable in addition to the limits of indemnity specified in the **Schedule**.

4. **Local Democracy, Economic Development and Construction Act 2009**

*This extension only applies to Section B and C of the **Certificate**.*

We will **Indemnify You** against **Your** legal liability incurred in respect of any claim(s) first made against **You** during the **Period of Insurance** for Claimants' costs and expenses arising from any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Constructions Act 2009 (formerly the Housing Grants, Construction and Regeneration Act 1996) or an adjudication clause or rules contained in a contract.

However, it is a condition precedent to **Our** liability to **Indemnify You** that **You** shall:

- i) notify **Us** within two business days of the receipt of any "notice of intention to adjudicate" or of the service by **You** of any "notice of intention to adjudicate" in circumstances which will lead to or are likely to lead to a claim against **You** being dealt with as part of the adjudication;
- ii) promptly supply **Us** with all details relating to any reference to adjudication, including copies of all documentation made available to **You** or subsequently by **You** to the adjudicator;

- iii) allow **Us** to appoint advisers and to have conduct of the adjudication as they deem appropriate and to co-operate with **Us** in the conduct of the adjudication; any appointments made by **Us** shall be at **Our** expense subject to the excess applicable;
- iv) meet any request, direction or timetable of the adjudicator;
- v) satisfy **Us** that any liability incurred under the adjudicator's decision for which indemnity is being sought is as a direct result of negligence by **You** in the conduct of **Your** professional activities;
- vi) not to disclose to anyone the existence of this Policy without **Our** consent;
- vii) institute legal proceedings or arbitration in accordance with the terms of the original contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested to do so by **Us** and to allow **Us** to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings and, if appropriate, any such steps taken by **You** shall be at **Our** expense but subject always to the application of the excess;
- viii) not agree to accept the decision of the adjudicator as finally determining the dispute without prior consent in writing of **Us**;
- ix) ensure that the adjudication provisions in the contract shall:
 - a) provide the adjudicator must be independent of the parties to the dispute;
 - b) not allow for the adjudicator's decision to finally determine the dispute;
 - c) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision on commercial considerations;
- x) ensure that the contract does not place any conditions upon the timing of commencement of legal or arbitration proceedings (for the avoidance of doubt this does not apply to adjudication proceedings).

5. **Prosecution defence costs**

Definitions:

- Applicable Legislation**
- Health and Safety at Work etc. Act 1974
 - Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the United Kingdom, and
 - Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990.

You / Your Is limited to paragraphs a) to c)i) of the General Definition of "**You**".

We will Indemnify You against:

- a) costs and expenses incurred with **Our** written consent;
 - i) in the defence of any criminal proceedings brought against **You** in respect of an offence under or breach, whether actual or alleged, of any **Applicable Legislation** provided that the offence or breach is committed or is alleged to have been committed within the **United Kingdom** during the **Period of Insurance** in the course of the **Business**;
 - ii) in an appeal against a conviction arising from the above criminal proceedings;
- b) any prosecution costs awarded against **You** arising from those proceedings stated in paragraph a) above;
- c) Costs and expenses incurred with **Our** written consent, of **Your** legal representation at an inquiry ordered under any **Applicable Legislation**

provided that the incident giving rise to the inquiry occurred within the **United Kingdom** during the **Period of Insurance** in the course of the **Business**

all of which proceedings or inquiry result from any matter which is the subject of **Indemnity** under a Section of this **Certificate** which is stated to be applicable or covered in **Your Schedule**.

For the purpose of this Extension:

1. **Our** total liability will not exceed GBP 1,000,000 in total for costs and expenses incurred with **Our** written consent in respect of sub-paragraphs a) and c) above inclusive of GBP 100,000 in total for all prosecution costs awarded against **You** in respect of sub-paragraph b) above, which is payable in addition to the limit(s) of indemnity specified in the **Schedule**, for all offences and breaches committed or alleged to have been committed and all incidents occurring during the **Period of Insurance**. For the avoidance of doubt **Our** total liability under this Extension will not exceed the sum of GBP 1,000,000.
2. amounts payable under this Extension (for the avoidance of doubt) are not limited to situations where **We** have a financial interest in the outcome of the proceedings.

Conditions

1. **We** will refer claims under this Extension to one of **Our** panel of expert legal advisors, but **You** can appoint **Your** own legal representative should **You** wish.
2. If you elect to appoint **Your** own legal representative the **Indemnity** under this Extension will be payable for their services on the basis of **Our** standard terms of appointment for legal representation or other reasonable terms of appointment to which **We** agree, **Our** agreement not to be unreasonably withheld.
3. **We** are entitled to have sight of the appointed legal representative's file relating to the defence of a prosecution or representation at an inquiry which is the subject of a claim under this Extension and **You** are considered to have provided consent for **Us** or **Our** appointed agent to have sight of the file for auditing, quality and cost control purposes.
4. At any time **We** may seek an independent barrister's opinion as to the prospects of success in defending the prosecution. If the opinion is that a "not guilty" plea does not have a reasonable prospect of success then **We** will advise **You** of that opinion. Should **You** elect to continue with a "not guilty" plea then:
 - i) **We** will withdraw **Our** support for **Your** defence and be under no further obligation to **Indemnify You** against any costs incurred from the date of **Your** refusal to accept that opinion; unless
 - ii) **You** obtain an independent barrister's opinion at **Your** own expense which contradicts the opinion that **We** have obtained; in which case
 - iii) **We** will ask the Chairperson or Vice-Chairperson of the Bar Council to appoint a Queen's Counsel to give a final opinion, at our expense, as to the prospects of success in defending the prosecution.If the opinion of the Queen's Counsel agrees with **Your** Barrister's opinion then **We** will continue to support **Your** defence, but if it does not **We** will

withdraw **Our** support for **Your** defence and be under no further obligation to **Indemnify You** against any costs incurred from the date of the Queen's Counsel final opinion.

This does not affect **Your** rights under "General Conditions - 2. Arbitration", nor (if **You** meet the criteria) to refer a dispute to the Financial Ombudsman Service by following the complaints procedure in "Complaints".

5. In the event that **You** are dissatisfied with the service provided by the appointed legal representative:

i) during the proceedings **You** should raise this with them in the first instance. If **You** remain dissatisfied then if they:

a) are a member of **Our** panel **You** can complain to **Us** by following the complaints procedure in "Complaints";

b) were **Your** own appointment **You** could elect to replace them, but **You** must understand that:

- this could prolong the court case;
- whilst the consequences could be to your advantage they might be to your disadvantage;
- this is likely to incur increased costs for which **We** would only **Indemnify You** if **You** have made **Us** aware of your dissatisfaction and if **We** have given **Our** written consent to replacement before it happens.

Nothing in this sub-paragraph 5 i) b) removes or diminishes any other provision of this Extension.

ii) after the proceedings have been concluded and a verdict handed down then if they:

a) are a member of **Our** panel **You** may complain to us by following the complaints procedure in "Complaints";

b) were **Your** own appointment **You** can complain to them and if **You** remain dissatisfied you can refer your complaint to the Solicitors Regulation Authority Contact Centre on 0370 606 2555 or email contactcentre@sra.org.uk.

Exclusions

We will not Indemnify You:

- i) against liability for fines or penalties of any kind;
- ii) against liability, or for costs and expenses in defending a prosecution for liability, arising from or caused by any deliberate act or omission of any person eligible for an **Indemnity** under this Extension if the result could reasonably have been expected to constitute a breach of the **Applicable Legislation** having regard to the nature and circumstances of that act or omission;
- iii) against liability for costs and expenses in defending a prosecution where **Indemnity** is provided by any other insurance.

General Exclusions

*The following General Exclusions are applicable to all Sections of the **Certificate** unless stated otherwise.*

1. **Contractual Liability**
We will not **Indemnify You** against **Your** legal liability which is assumed by **You** under contract or agreement unless liability would have arisen in the absence of that contract or agreement.
2. **Excess**
We will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.
3. **Hazardous work**
We will not **Indemnify You** against **Your** legal liability for any loss arising in connection with any work:
 - a) of demolition except where such work forms an ancillary part of a contract for construction, alteration or repair
 - i) carried out by **Employees** of structures not exceeding five (5) metres in height, or
 - ii) undertaken by bona fide subcontractors on **Your** behalf
 - b) of construction, alteration or repair of bridges, dams, docks, harbours, towers, steeples, spires, chimney shafts, blast furnaces, viaducts, mines or collieries;
 - c) undertaken in or on aircraft or watercraft, airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access, nuclear plant installations, chemical or petrochemical works, oil refineries, gas works, fuel storage facilities or power stations;
 - d) involving railway track, signal, rolling stock or where trains continue to operate where work is ongoing (red zone working);
 - e) of pile driving, tunnelling or quarrying;
 - f) involving the use of explosives for any purpose;
 - g) involving excavations below a depth of three (3) metres;
 - h) carried out at a height in excess of fifteen (15) metres.
4. **North America**
We will not **Indemnify You** against **Your** legal liability:
 - i) in respect of any judgment award or settlement made within
 - ii) in respect of any order made anywhere in the world to enforce, in whole or in part, any judgment award or settlement made within**North America** other than in respect of liability arising out of temporary visits to **North America** in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **United Kingdom**.
5. **Punitive Damages, Penalties and Fines**
We will not **Indemnify You** against **Your** legal liability for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form.
6. **Radioactivity**
We will not **Indemnify You** against **Your** legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination radioactivity from any nuclear fuel or

- from any nuclear waste from the combustion of nuclear fuel;
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly;

provided that in respect of claims arising out of injury which form the subject of **Indemnity** under “*Section A – Employers’ Liability*” this exclusion will only apply to the legal liability:

- a) of any party or their personal representative to whom **Indemnity** is granted under *Section B Extension 1 – Defective premises*; or
- b) assumed by **You** under any agreement where liability would not have arisen in the absence of that agreement.

7. **War**

We will not **Indemnify You** against **Your** legal liability directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

8. **Sanctions**

We will not **Indemnify You** against anything where or to the extent that to do so would expose **Us** or **MUM** 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 or any other economic or financial sanctions and embargos legislation applicable to **Us** or **MUM**.

The following General Exclusions are not applicable to Section A – Employers’ Liability.

9. **Mechanically Propelled Vehicles and Aircraft, Watercraft etc.**

We will not **Indemnify You** against **Your** legal liability

- a) caused by or arising from the ownership, possession or use under **Your** control, or under the control of any of **Your** directors or **Employees**, of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation;
- b) caused by or arising out of the ownership, possession or use by **You** or on **Your** behalf of any **Aircraft**, hovercraft, **Offshore** installation or watercraft (other than hand-propelled, wind-powered or motor launches not exceeding (15) metres whilst on inland waterways).

10. **Advice, Design and Professional Services**

We will not **Indemnify You** against **Your** legal liability caused by or arising out of any breach of professional duty in relation to:

- a) advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee or in circumstances where a fee would normally be charged;

planning, project management or supervision of works where you are engaged to act in that capacity, either for a specific fee or under an agreement separate from that to execute the works.”

11. **Asbestos**

We will not **Indemnify You** against **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link

has been or is established to 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 been operative in the sequence of events resulting in a loss.

12. **Cyber**

Notwithstanding any provision to the contrary within this **Certificate**, **We** will not **Indemnify You** in respect of any **Cyber Loss**. For the purposes of this exclusion:

- i) **Cyber Loss** means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - a. the use or operation of any **Computer System** or **Computer Network**;
 - b. the reduction in or loss of ability to use or operate any **Computer System, Computer Network** or **Data**;
 - c. access to, processing, transmission, storage or use of any **Data**;
 - d. inability to access, process, transmit, store or use any **Data**;
 - e. any threat of or any hoax relating to i) a. to d. above;
 - f. any error or omission or accident in respect of any **Computer System, Computer Network** or **Data**.
- ii) **Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by **You** or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- iii) **Computer Network** means a group of **Computer Systems** and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange **Data**.
- iv) **Data** means information used, accessed, processed, transmitted or stored by a **Computer System**.

13. **Due Care**

We will not **Indemnify You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent **Bodily Injury** or loss of or damage to **Property**.

14. **Liquidated Damages and Contractual Remedies**

We will not **Indemnify You** against **Your** legal liability arising out of clauses or warranties which pre-define and/or pre-agree compensation payable by **You** for loss, detriment, or injury to a person or a person's rights or **Property** (including but not limited to liquidated damages clauses, penalty clauses, performance warranties or contractual warranties given to third parties) unless liability would have arisen in the absence of those clauses or warranties.

15. **Loss or Damage to Property manufactured designed sold supplied repaired or installed**

We will not **Indemnify You** against **Your** legal liability

- b) for damage to any **Products** or any part thereof where such **Products** are not

being sold or supplied as part of a contract for construction, building, erection or installation;

- c) for loss of, destruction of or damage to **Products** designed, sold, supplied, repaired or installed by **You** where such **Products** are sold or supplied as part of a contract for construction, building, erection or installation, or any structure or contract works (including materials for incorporation therein):
 - i) prior to certified completion or handover by **You**;
 - ii) after certified completion or handover by **You** where such loss, destruction or damage arises out of the defective condition of any part of such property, structure or contract works.

17. **Financial Loss**

We will not **Indemnify You** against **Your** legal liability for pure economic loss not consequent upon **Bodily Injury** or damage to **Property**, but this exclusion will not apply to obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water.

18. **Own Property**

We will not **Indemnify You** against **Your** legal liability for loss of or damage to **Property** belonging to **You** or in **Your** or **Your Employee's** custody or control other than:

- i) in respect of **Property** including motor vehicles belonging to **Your Employees** or visitors to premises occupied by **You**; or
- ii) as set out in the **Indemnity** provided to **You** under *Extension 6 - Car park and cloakroom liability*;
- iii) in respect of any premises including contents (not being premises leased to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to those premises.

19. **Performance of Contract**

We will not **Indemnify You** against **Your** legal liability which is the inevitable or unavoidable consequence of the performance of a contract.

20. **Pollution**

We will not **Indemnify You** against **Your** legal liability caused by or arising out of **Pollution**, but **We** will **Indemnify You** under *Section B – Public Liability* or *Section C – Products Liability* against liability in respect of accidental **Bodily Injury** or accidental loss of or damage to **Property** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident if that incident takes place in its entirety at a specific and identified time and place during the **Period of Insurance** provided that:

- i) all **Pollution** which arises out of any one incident will be deemed to have occurred at the time that incident takes place;
- ii) **We** will not **Indemnify You** against liability in respect of **Pollution** happening anywhere in **North America**; and

nothing in these provisos will increase **Our** liability to pay more than the limits of indemnity specified in the **Schedule** in total in respect of damages costs fees and expenses awarded against **You** during the **Period of Insurance**.

21. **Product Costs**

We will not **Indemnify You** against **Your** legal liability for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or any part of those **Products**.

22. **Recall and Defects**
We will not **Indemnify You** against **Your** legal liability for the costs incurred by anyone in:
- a) recalling or making refunds in respect of any **Products**.
 - b) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You**.
23. **Terrorism**
We will not **Indemnify You** against **Your** legal liability directly or indirectly caused by or arising out of **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

Claims and How to Make a Claim

It is a condition precedent to **Our** liability to **Indemnify You** or to make any payment under this **Certificate** that **You** will comply with “Claims and How to Make a Claim” sections 1 and 2.

1. Notification

You must give notice in writing to Sedgwick International UK as soon as reasonably practicable, but no later than fourteen days, of:

- i) any event or occurrence that may give rise to a claim under this **Certificate**;
- ii) receipt of notice of any impending prosecution, inquest or fatal accident enquiry, claim, summons or process;
- iii) **Your** actual knowledge of any RIDDOR incident involving any person;
- iv) **Your** actual knowledge of any **Bodily Injury** to any person involving a stay in hospital in excess of three business days

Notice shall include the reasons for the anticipation of a claim, with full particulars as to the circumstances, dates and persons involved. All documents related to the above requirements must be forwarded to Sedgwick International UK as soon as reasonably practicable, but no later than fourteen days after receipt.

You must notify Sedgwick International UK within two business days of the receipt of any “notice of intention to adjudicate” or of the service by **You** of any “notice of intention to adjudicate” in circumstances which will lead to or are likely to lead to a claim against **You** being dealt with as part of the adjudication.

Any notifications relating to this Policy should be made to mum@sedgwick.co.uk or Sedgwick International UK, 2 The Boulevard, City West One Office Park, Gelderd Road, Leeds, LS12 6NY (tel. 0113 387 9032).

2. Claims handling

- i. **You** must not make any admission, offer, promise or payment without **Our** written consent.
- ii. **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Your** own benefit any claim for **Indemnity** or damages or otherwise.
- iii. **We** will have full discretion in the conduct of any proceedings and in the settlement of any claim.
- iv. **You** must give all information and assistance as **We** may reasonably require.

General Conditions

*The following General Conditions are applicable to all Sections of the **Certificate** unless stated otherwise.*

1. **Adjustment of premium**

Where the premium is provisionally based on **Your** estimates **You** must keep accurate records and within ninety (90) days of the expiry of the **Period of Insurance** declare actual values as **We** require. The premium will then be adjusted and any difference paid or allowed to **You**, except that if the premium stated in the **Schedule** is expressed as “minimum and deposit” and the premium adjustment calculation results in an amount which is less than the “minimum and deposit” stated in the **Schedule**, a rebate of premium will not be paid to **You**. Where the estimates include remuneration to **Employees**, the required declaration must also include remuneration to all persons defined as **Employees** by this **Certificate**. Failure to declare these particulars to **Us** will entitle **Us** to estimate those actual values if **We** so wish and to assess further premium payment due calculated on **Your** original estimated values.

2. **Arbitration**

In the event of any dispute between us as to the meaning, effect or validity of this **Certificate**, or the amount to be paid under this **Certificate** (liability being otherwise admitted by **Us**), then the dispute should be referred to an arbitrator to be appointed by **You** and **Us** in accordance with Insurance and Reinsurance Arbitration Society (ARIAS) (UK) Arbitration Rules (or any subsequently amending authority or rules).

All costs of the arbitration will be at the discretion of the arbitrator who will decide how much each of the parties in dispute must pay and to whom.

The seat of the arbitration will be in London, England and the arbitration tribunal will apply the proper law of this contract and of this arbitration condition as stated in General Condition 19, “Governing Law”.

However, **You** may not need to engage in arbitration if **You** meet the criteria for the Financial Ombudsman Service to deal with the dispute and **You** follow the complaints procedure, all of which is contained in “Complaints”.

3. **Bona fide subcontractors check**

Whenever work is undertaken on **Your** behalf by a bona fide subcontractor, it is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** that **You** will establish and maintain an administrative procedure for obtaining evidence that bona fide subcontractors effect employers and public liability insurance that:

- a) covers the work undertaken by the bona fide subcontractor; and
- b) has limits of indemnity no less than provided by this **Certificate**; and
- c) includes an “indemnity to principals” clause,

and such evidence is revalidated every twelve months throughout the duration of their contract or agreement with **You**.

4. **Change of risk**

You must give notice to **Us** of any alteration or circumstance which materially affects the risks insured under this **Certificate** and until **We** are advised of that alteration or circumstance and have expressly agreed in writing to accept liability for that altered risk and **You** have paid or agreed to pay the additional premium (if

any) **We** will not be liable in respect of any claim or claims due wholly or partially to that alteration or circumstance.

5. **Discharge of liability**

We may at any time pay to **You** in connection with any claim or series of claims under this **Certificate** to which an **Indemnity** applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which those claims can be settled and, upon payment being made, **We** will relinquish the conduct and control of and be under no further liability in connection with those claims except for the payment of defence costs incurred with **Our** consent before the date of payment (unless the limit of indemnity is stated to be inclusive of defence costs). However, if **We** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and the balance of the amount required to dispose of the claim is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **Certificate** then **We** will also contribute **Our** proportion of subsequent defence costs incurred with **Our** consent. Our proportion will be calculated as the percentage of the relevant limit of indemnity under this **Certificate** to the total limit of indemnity provided by the insurances to which **You** are entitled to an **Indemnity**.

6. **Fire Precautions**

This condition is not applicable to Section A of the Certificate

It is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** that all the following precautions are complied with by **You**, **Your Employees** or by **Your** sub-contractors whenever carrying out any work involving the application of heat or use of angle grinders:

- a) when blow torches, blow lamps, electric oxy-acetylene or other welding or flame cutting equipment, hot air guns or angle grinders are to be used
 - i) a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat and a record of inspection kept
 - ii) all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be removed away from the immediate vicinity of the work (to a distance of not less than fifteen (15) metres from the point of application of heat or use of angle grinders)
 - iii) all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable, any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material.
- b) there shall be available for immediate use at the site of the work either
 - i) two (2) portable multi-purpose dry powder fire extinguishers to European Standard BS EN3 or British Standard BS 5423 with a minimum capacity of 4.0 kilograms each and serviced in accordance with BS5306-3 or
 - ii) a hydraulic hose reel provided the situation is one where water would not aggravate a fire or explosion

- c) the lighting of all blow lamps, blow torches, welding and cutting equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended
- d) where the equipment involves the use of gas cylinders, those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least fifteen (15) metres from the point of application of heat or use of angle grinders)
- e) any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst lighted
- f) for one (1) hour after completion of each period of work or stage of work involving the application of heat or use of angle grinders or for one (1) hour after the completion of work involving the application of heat or use of angle grinders in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work (including that described in paragraph a) i of this condition) shall be made at frequent intervals up to the end of the period of one (1) hour to ensure that nothing is smouldering and there is no risk of fire (and a record of inspections shall be kept).

7. **Fork lift truck**

This condition is not applicable to Section A of the Certificate

It is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** that:

- a) all drivers must be at least eighteen (18) years of age;
- b) all drivers must:
 - i) complete a training course in the safe use of fork lift trucks through an Accredited Training Provider belonging to one of the five accrediting bodies as recognised by the Health & Safety Executive.
 - ii) complete a refresher course within five (5) years of the initial training programme, and the insured must retain appropriate documentation verifying completion thereof;
- c) whenever a fork lift truck is unattended
 - i) the ignition keys must be removed, or
 - ii) the vehicle otherwise immobilised, to prevent unauthorised use;

For the purpose of this clause, unattended means that the fork lift truck is out of sight of the driver and/ or more than one minute's walking distance from the driver to prevent unauthorised use.
- d) the carriage of passengers, unauthorised use or application as a tool in excess of the design capabilities of the vehicle is prohibited at all times;
- e) all drivers must engage all operational safety systems in accordance with the manufacturers' recommendations.

8. **Fraud and misrepresentation**

If **We** determine that any claim is in any respect fraudulent or if **You** or anyone acting on **Your** behalf makes any claim or any statement knowing this to be false or fraudulent in any way, **We** will be entitled to cancel this **Certificate** from the date of the fraudulent claim or the date that the false or fraudulent statement was made

and **We** will not pay or **Indemnify You** in relation to any fraudulent claim or any subsequent claims.

9. **Innocent misrepresentation and/or failure to disclose material information**

If **You** deliberately or recklessly breach **Your** duty to provide a fair presentation **We** will be entitled to avoid this **Certificate**, refuse all claims and not return any of the premiums paid.

a. If the breach is neither deliberate nor reckless, **We** will avoid this **Certificate** and return the premiums only if **We** would not have entered into this contract had **We** known the true position. If **We** would have entered into this contract, but on different terms, those terms will be deemed to be incorporated in this **Certificate**. In addition, if **We** would have entered into this contract, whether the terms would have been the same or different, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

b. The burden of proof for this condition will be on **Us**.

For the purpose of this condition, the acts, omissions or knowledge of one of the policyholders will not be imputed to any other policyholder.

We or **Your Broker** will write to **You** if **We**:

- c. intend to treat this insurance as if it never existed; or
- d. need to amend the terms of **Your** insurance.

10. **Manchester Underwriting Management**

MUM acts as **Our** agent and not for **You**.

11. **Notices**

Any notice to be given under this **Certificate** must be sent by pre-paid first class post and shall be deemed to have been received:

11.1 by **You** if it is sent to **Your** last known address or to **Your Broker**; and

11.2 by **Us** if sent to **MUM**.

12. **Observance**

The due observance and fulfilment of the provisions of this **Certificate** insofar as they may relate to anything to be done or complied with by **You** will be a condition of this **Certificate**. In the event of a breach by **You** of any provision that is described elsewhere in this Certificate as a condition precedent to **Our** liability **We** will be entitled to reject **Your** claim entirely. In the event of a breach of any provision of the **Certificate** that is not a condition precedent, and without prejudice to any of **Our** other rights, **We** may reject or reduce claims connected with the breach, to the extent **We** can demonstrate some prejudice, and continue the **Certificate** on such terms as it may determine. In both cases, if any payment on account of any claim has already been made, **You** will repay forthwith all payments on account to **Us**.

13. **Other insurances**

If in respect of any claim under this **Certificate** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Certificate**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Certificate**) in respect of that claim but always limited to the limit of indemnity.

14. **Premium payment**

You agree to pay the premium in full to **Us** within 60 days of inception of the **Period of Insurance** and that if the premium has not been so paid **We** shall have the right to cancel this **Certificate** by giving **You** 14 days' notice in writing. If **We** exercise this right then the premium payable by **You** shall be due to **Us** pro-rata for the period during which **We** have been on risk during the **Period of Insurance** unless any notification has been made in accordance with "Claims and How to Make a Claim" section 1 prior to the expiry of the notice period in which case the full premium shall be due and payable.

We agree that if the premium due is paid in full to **Us** before the notice period expires, **Our** notice of cancellation shall be withdrawn automatically.

15. **Several liability notice**

The subscribing insurers' 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 insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

16. **Underground Services**

This condition is not applicable to Section A of the Certificate

It is a condition precedent to **Our** liability to **Indemnify You** under this **Certificate** in respect of damage to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation, or earth moving operations, that

- a) **You** shall prior to the commencement of such work
 - i) have made enquiries with the owner or relevant authority responsible as to the location of existing pipes, cables, mains or other underground services and shall have received written confirmation or have confirmed any conversation in writing
 - ii) carry out investigation using remote electrical devices to locate existing pipes, cables, mains or other underground services where practicable
 - iii) convey the location of such pipes, cables, mains and underground services to those Employees or contractors carrying out such work on Your behalf;
- b) **You** shall adopt or cause to be adopted a method of work which minimises the risk of Damage to pipes, cables, mains and other underground services;
- c) **You** shall retain a full written record of the enquiries and measures taken to locate and minimise the risk of damage to such pipes cables mains and other underground services.

17. **Third party rights**

You and **We** are the only parties to this contract and no other person or party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights under this **Certificate**, but this does not affect the ability of any third party to enforce any other right or remedy they may have.

18. **Cancellation**

We may at any time during the **Period of Insurance** serve written notice on **You** at **Your** last known address cancelling the **Certificate** with effect from the thirtieth day after service of the notice. Such cancellation shall not affect the coverage or premium

attributable under this insurance to the period prior to cancellation. **We** will return to **You** a part of the premium paid in excess of that proportionate to the pre-cancelled **Certificate**. If the premium at the commencement of the **Period of Insurance** has been calculated on any estimates provided by **You**, it will be adjusted in accordance with General Condition 1 "Adjustment of premium" before calculating the return of premium.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third day after being posted if sent by pre-paid letter post properly addressed.

If **You** pay **Your** premium by direct debit and there is any default in payment, **We** will contact **You** to request payment by a given date. If payment is still not received by this date, **We** may then cancel this insurance. No refund or credit of premium will be due when cancellation takes place in these circumstances.

19. **Governing law**

This **Certificate** is governed by English law.

20. **Language**

The language of **Your Certificate** and any communication throughout the duration of the **Period of Insurance** will be English.

General Definitions

In this **Certificate** where the following words appear in bold type they shall have these meanings:

Asbestos	Asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.
Aircraft	Any vessel, craft, vehicle, drone, kite, hang-glider, balloon, or other appliance whether heavier or lighter than air which is used within or outside the Earth's atmosphere and includes any part and any component of these.
Bodily Injury	Death, injury, illness, disease, mental injury and anguish, nervous shock, medically recognisable psychiatric or psychological injury, including PTSD.
Broker	The insurance broker or adviser through whom You purchased this Certificate .
Business	The Business, as specified in the Schedule , carried on in the United Kingdom including the following activities: a) ownership use repair maintenance and decoration of premises occupied by You ; b) repair or maintenance of vehicles or plant owned or used by You ; c) the provision and management by You of canteen, social, sports, educational and welfare organisations for the benefit of any Employee and first aid, fire, security and ambulance services; d) participation in exhibitions held in member countries of the European Union in connection with the Business specified in the Schedule ; and e) private work undertaken for You by any Employee or for any director or Employee with Your previous consent.
Certificate	This document and any accompanying Schedule and Endorsements to it.
Claim	Any demand, suit or proceeding (including interim proceeding), whether civil, third-party, regulatory or enforcement, or any counterclaim, arbitration, alternative dispute resolution process, either seeking compensation or which if successful could be expected to result in the payment of compensation or any other relief, including non-pecuniary relief.
Costs and expenses	a) Claimant's costs and expenses arising in respect of any claim against You which may be the subject of Indemnity under this Certificate . b) All costs and expenses incurred by You with Our written consent in respect of any claim against You which may be the subject of indemnity under this Certificate . c) Costs and expenses of legal representation at any coroner's

inquest or fatal accident inquiry in respect of any death.

Employee	<p>Any person who is:</p> <ul style="list-style-type: none">a) employed under a contract of service or apprenticeship with You;b) a labour master or person supplied by him;c) employed by labour only sub-contractors, but only whilst working for You and under Your control;d) self-employed and working for You and under Your control;e) hired to or borrowed by You;f) supplied to You for the purpose of study work or training experience;g) a prospective employee who is undergoing practical work experience whilst being assessed by You as to his or her suitability for employment;h) a voluntary helper while working under Your supervision and control and in connection with the Business; ori) an outworker or homeworker employed under a contract to personally carry out any work in connection with the Business while they are engaged in that work.
Endorsement / Endorsed	<p>A document detailing a change in the terms and conditions of this insurance.</p>
Environmental Legislation	<p>Any legislation for the protection of the environment or control of Pollution.</p>
Excess	<p>The first part of any claim which You must pay. The applicable excess is stated in the Schedule if not stated in this Certificate.</p>
Indemnity / Indemnify / Indemnified	<p>The principle according to which a person who has suffered a loss is restored (so far as possible) to the same financial position that they were in immediately before the loss, subject to the limits of indemnity as specified in the Schedule.</p>
MUM	<p>Pen Underwriting Limited trading as Manchester Underwriting Management whose address is Link House, St. Mary's Way, Chesham, Buckinghamshire HP5 1HR, who act as Our agent</p>
North America	<p>The United States of America or Canada or any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada.</p>
Occurrence	<p>One event or series of events or continuing condition consequent on or attributable to an originating source that causes damage to Property or Bodily Injury.</p>
Offshore	<p>From the time of embarkation by an Employee onto a vessel or aircraft (including helicopters) for conveyance from land to an offshore installation or support or accommodation vessel until disembarkation by that Employee from a vessel or aircraft (including helicopters) onto land upon return from an offshore installation or support or accommodation vessel. For the purpose of this definition</p>

“offshore installation” does not include wind farms which are deemed not to be offshore.

Period of Insurance	The period from the effective date shown in the Schedule until midnight on the expiry date shown in the Schedule .
Pollution	a) pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and b) all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.
Premises	The buildings or land that are owned, leased, hired or tenanted by or on loan to You for the purposes of the Business .
Principal	The other party to a contract or agreement for whom You are undertaking work or services or providing Products where that party is responsible for setting out the terms of the contract or agreement.
Products	Any Property (including integral software, packaging, containers, labels and instructions for use) after it has left the custody or control of You which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on Your behalf.
Property	Property which is both material and tangible.
Proposal	All information supplied by You to Us by written, electronic or any other means.
Remediation	Works or operations to treat remove or dispose of Pollution.
RIDDOR	shall mean the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.
Schedule	shall mean the schedule attached to this Certificate and which forms part of this contract of insurance
Terrorism	Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat of an act of terrorism, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
United Kingdom	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man and the territorial waters of those countries.
Us/Our/Ours/We	The Insurer or Insurers stated in the Schedule of Insurers

You/Your

- a) The policyholder named in the **Schedule**;
- b) Any associated or subsidiary company of the policyholder provided it has been notified to and accepted by **Us**;
- c) At **Your** request:
 - i) any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Certificate** if the claim had been made against **You**;
 - ii) any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity;
 - iii) any of **Your** directors, partners or senior officials in respect of private work carried out by any **Employee** for them with **Your** consent;
 - iv) any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Certificate** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement;
 - v) **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You** provided that if **Indemnity** is extended to any party described in paragraphs c)i) to c)iv) above that party complies with the terms of this **Certificate** so far as they can apply and in any event **Our** liability will not exceed the limit of indemnity.

Work Away

work, operations, installation or services performed by or on behalf of **You** but not on the **Premises**