

COMBINED LIABILITY 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 or **Endorsed** on this **Certificate**.

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, **We** must return the premium paid.
2. If **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 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** or at the subsequent renewal of this **Certificate**.

It is important that **You**:

- check that the information **You** have given **Us** is accurate and complete;
- check that the Sections **You** have requested are included in the **Schedule**;
- comply with **Your** duties as set out in this **Certificate**.

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.

Cancellation

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via **Your Broker** or in writing.

Cooling off period

You have a statutory right to cancel **Your Certificate** within fourteen (14) days from the day of purchase or renewal of the contract or the day on which **You** receive **Your Certificate** or the renewal documentation, whichever is later.

If **You** wish to cancel and the insurance cover has not yet commenced, **You** will be entitled to a full refund of the premium paid. Alternatively, if **You** wish to cancel and the insurance cover has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the premium paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of premium after the cooling off period” below.

If **You** do not exercise **Your** right to cancel the **Certificate**, it will continue in force and **You** will be required to pay the premium.

After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this insurance at any time. If **You** cancel this insurance after the cooling off period **We** will pay **You** a refund of any premium paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of premium” below.

Our right to cancel this insurance

We may cancel this insurance where there is a valid reason by giving **You** thirty (30) days' notice in writing by registered letter to **Your** last known address. If **We** cancel this insurance **We** will pay **You** a refund of any premium paid as stated in "Return of premium" below.

Reasons **We** may decide to cancel **Your Certificate** include if:

- i) there is a material change in **Your** business;
- ii) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- iii) the information that forms the basis of this contract changes;
- iv) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Certificate** or **Our** ability to defend **Our** interests;
- v) following a survey **We** have required **You** to make risk improvements and **You** have not completed these within a reasonable period of time advised by **Us**;
- vi) the premium has not been paid;
- vii) there has been threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers;

Cancellation – instalment payments

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.

Return of premium

If **You** have made a claim or there has been an incident which could give rise to a claim **We** will not return any premium.

If this insurance is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the premium stated in the **Schedule** less a deduction for the time for which **You** have been covered. This will be calculated on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual premium).

However, 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. Where the premium payable for any Section or Sections of this **Certificate** is stated in the **Schedule** as being a "minimum" or "minimum and deposit", which **You** agreed to pay for this insurance, the return premium payable to **You** for that Section or those Sections will not be more than the "minimum" or "minimum and deposit" stated in the **Schedule** less a deduction for the time for which **You** have been covered.

How to make a claim

If **You** need to make a claim or notify an incident which could give rise to a claim please contact the **Broker** who arranged this insurance or contact **MUM**.

Please also refer to the "Claims Conditions".

Things You must do ...

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced. **You** must:

1. notify **Us** in accordance with "Claims Conditions- 1. Notification".
2. provide any other information **We** may reasonably require.
3. not admit liability in accordance with "Claims Conditions -2. Claims handling".
4. take all reasonable care to limit any loss, damage or injury.

Defence of claims

We may, at **Our** discretion, defend claims in accordance with "Claims Conditions-2. Claims handling".

Rights of Third Parties

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

Choice of Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales unless, at the commencement of the **Period of Insurance**, **You** are either:

- i) a resident of, or
- ii) a business with its registered office or principal place of business is situated in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and the parties submit to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Language

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

Sanctions

This **Certificate** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

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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General Definitions

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

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 or nervous shock.
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.
Contract work executed	work carried out by You or on Your behalf away from Your normal place of business or that of the party who carried out the work on Your behalf and which at the time of the event giving rise to a claim under this insurance is no longer Your Property and not under the control of You or of any Employee .
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.
Cyber Act	shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any Computer System

Data	shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System
Data Protection Law	shall mean any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time)
Employee	shall mean any person who is: <ul style="list-style-type: none"> a. Employed by You under a contract of employment; or b. Employed by You under a training contract or as an apprentice; or c. Working for You as a locum, temporary or seasonal worker including anyone supplied by an agency or contract hire company; or d. working for You as a volunteer, including anyone working on a work experience or intern scheme or placement; or e. self-employed and who is not working as an independent contractor but only while that person is working directly for You and is under Your direct control and supervision
Endorsement / Endorsed	a document detailing a change in the terms and conditions of this insurance.
Excess	the first part of any claim which You must pay. The applicable excess is stated in the Schedule if not stated in this Certificate .
Indemnity / Indemnify / Indemnified	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 .
Offshore	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 "offshore installation" does not include wind farms which are deemed not to be offshore.
MUM	shall mean 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
Period of Insurance	the period from the effective date shown in the Schedule until midnight on the expiry date shown in the Schedule . This includes any

subsequent period for which **We** may accept payment for renewal of this **Certificate**.

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.
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 tangible products or goods (including containers, labelling, instructions or advice provided in connection with those products or goods) which are manufactured, sold, supplied, erected, repaired, altered, treated, designed, tested, installed, formulated, constructed or serviced by You in the course of the Business .
Property	property which is both material and tangible.
Proposal	all information supplied by You to Us by written, electronic or any other means.
Schedule	shall mean the schedule attached to this Certificate .
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/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.

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** for all compensation payable by **You** to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.

The limit of indemnity will be the maximum amount payable including **Costs and expenses**.

- b) Despite anything contained in *paragraph 1* 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 5,000,000 GBP.
- c) Despite anything contained in *paragraph 1* 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 5,000,000 GBP.

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**.

Extension 1 - Unsatisfied court judgments

In the event that:

- a) a judgment for damages is obtained against any company or individual 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 only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of Section A of the **Certificate**;
- iii) any payment made by **Us** will only be in respect of liability for which **You** would have been entitled to **Indemnity** under Section A of the **Certificate** if the judgment had been made against **You**; and
- iv) **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.

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 Road Traffic Act legislation.
2. **We** will not **Indemnify You** under Section A against liability arising **Offshore**.

Condition applicable to Section A

The following is a condition of the insurance that **You** need to meet as **Your** part of the contract. If **You** do not meet this condition and that either causes a claim or contributes to a claim, **We** may reject that claim or payment in respect of that claim could be reduced.

It is a condition of Section A that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials 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**:

- A. in the **United Kingdom**;
- B. 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** in respect of all claims arising out of one original cause will not exceed the amount specified in the **Schedule** as the limit of indemnity for Section B, irrespective of the number of claims or claimants.

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

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 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 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

- ii) would not have arisen in the absence of that agreement; or
the first 250 GBP of that loss or damage.

Extension 3 - Contingent liability (non-owned vehicles)

For the purposes of this Extension 3 - "You/Your" is restricted to General Definitions 22.a) and 22.b) only.

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.

Exclusions applicable to Section B

We will not Indemnify You under Section B against liability:

1. 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.

2. 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.
3. 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 or wind-powered watercraft whilst on inland waterways).
4. 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.
5. caused by or arising out of;
 - i) advice, design or specification given by **You** for a fee; or
 - ii) professional services rendered by **You** or on **Your** behalf.
6. in respect of each claim arising out of damage to **Property**, for the first amount equal to the **Excess** stated in the **Schedule**.
7. for damage to **Contract work executed**.
8. for the costs incurred by anyone in:
 - i) recalling or making refunds in respect of any **Products** or **Contract work executed**;
 - ii) remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **You**.

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; or
- 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** in respect of all claims arising out of one original cause will not exceed the amount specified 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.

Exclusions applicable to Section C

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

1. caused by or arising out of any **Products** which:
 - i) to **Your** knowledge are for delivery or use in the United States of America or Canada, their territories, possessions, dependencies or protectorates; or
 - 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.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **Products** or any part of those **Products**.
3. arising out of loss of or damage to **Products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **Products**.

General Extensions

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

1. **Contractual liability**

Despite General Exclusion - 4 "*Contractual Liability*", **We** will **Indemnify You** under the applicable Section of this **Certificate** to the extent that any contract or agreement entered into by **You** with any **Principal** requires **You** to assume liability for **Bodily Injury** or loss of or damage to **Property** which arises out of the performance by **You** of that contract or agreement provided that:

- i) the conduct and control of claims is vested in **Us**;
- ii) the **Indemnity** granted by *Section A – Employers' Liability* will apply only in respect of **Your** liability to **Your Employees**; and
- iii) nothing in this extension will increase **Our** liability to pay more than the applicable limit of indemnity under any Section of this **Certificate**.

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 any 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 500 GBP per day;
- ii) any **Employee** 250 GBP per day

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

Prosecution Defence Costs Extension

Definition

- 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) legal **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:
 - a. 1,000,000 GBP in total for legal **Costs and expenses** incurred with **Our** written consent in respect of sub-paragraphs a) and c) above;
inclusive of
 - b. 100,000 GBP 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**.
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 King'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 King'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 King's Counsel final opinion.

This does not affect **Your** rights under "Claims Conditions - 5. 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 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 and 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 and 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. United States of America and Canada

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 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 other than in respect of liability arising out of temporary visits to:
- iii) the United States of America or Canada; or
- iv) any countries, territories, possessions, dependencies or protectorates which operate under the laws of the United States of America or Canada; in a non-manual labour capacity by **Your** directors or **Employees** normally resident in the **United Kingdom** under *sub-paragraph B* of the *Operative Clause to Section B – Public Liability*.

2. 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 by 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 *Extension 1 – Defective premises*; or
 - b) assumed by **You** under any agreement where liability would not have arisen in the absence of that agreement.

3. 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.

4. Contractual Liability

We will not **Indemnify You** against **Your** legal liability which is assumed by **You** under agreement unless liability would have arisen in the absence of that agreement.

5. 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.

6. **Cyber and Data Law**

- i) This exclusion takes priority over any other provision in this contract.
- ii) Save as expressly provided in this exclusion, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- iii) **We** will not indemnify **You** for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
 - a) a **Cyber Act**; or
 - b) any partial or total unavailability or failure of any **Computer System**;

provided the **Computer System** is owned or controlled by **You** or any other party acting on **Your** behalf in either case; or
 - c) the receipt or transmission of malware, malicious code or similar by **You** or any other party acting on **Your** behalf.
- iv) **We** will not indemnify **You** for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
 - a) to **You** or any other party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by **You**;
 - b) by any utility provider, but only where such failure of interruption of service impacts a **Computer System** owned or controlled by **You** or any other party acting on **Your** behalf.
- v) **We** will not indemnify **You** for any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.

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

7. **Excess**

We will not **Indemnify You** against **Your** legal liability for the first amount equal to the **Excess** stated in the **Schedule**.

8. **Computer Systems**

We will not **Indemnify You** against **Your** legal liability arising out of failure of any computer system, whether or not **Your Property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.

9. **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.
10. **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**.
11. **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 or performance warranties) unless liability would have arisen in the absence of those clauses or warranties.
12. **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**.
13. **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 the United States of America or Canada or their territories, possessions, dependencies or protectorates; and
 - iii) 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**.

Claims Conditions

Claims Conditions 1 and 2 are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet either of these conditions and that either causes a claim or contributes to a claim, **We** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **Your Certificate** may not be valid.

1. Notification

You must give notice in writing to **Us** as soon as reasonably practicable of any event or occurrence that may give rise to a claim under this **Certificate** and give all additional information as **We** may reasonably require. Every impending prosecution, inquest or fatal accident enquiry claim, summons or process and all documents relating to those must be forwarded to **Us**, unanswered if a claim for liability is made against **You**, as soon as reasonably practicable, but no later than fourteen (14) days after receipt.

2. Claims handling

You must not make any admission, offer, promise or payment without **Our** written consent.

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.

We will have full discretion in the conduct of any proceedings and in the settlement of any claim.

You must give all information and assistance as **We** may reasonably require.

3. 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.

4. Other insurance

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.

5. Arbitration

If any difference arises as to the amount to be paid under this **Certificate** (liability being otherwise admitted by **Us**) this difference will 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 "Choice of Law and Jurisdiction".

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".

6. 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 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.

7. 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.

- i) 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.
- ii) 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**:

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

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. 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:

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

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

3. 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.

4. Manchester Underwriting Management

Manchester Underwriting Management acts as **Our** agent and not for **You**.

The following are conditions of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition and that either causes a claim or contributes to a claim, **We** may reject that claim or payment in respect of that claim could be reduced. In some circumstances **Your Certificate** may not be valid.

5. 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.

6. 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 Condition 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.

Employers' Liability Tracing Office (ELTO)

By entering into this insurance **Certificate You** will be deemed specifically to consent to the use of **Your** insurance data in the following way and for the following purposes.

Certain information relating to **Your** insurance including, without limitation:

- the **Certificate / Certificate** number(s);
- employers' names and addresses (including subsidiaries and any relevant changes of name);
- dates of cover;
- employer's reference numbers provided by Her Majesty's Revenue and Customs; and
- Companies House reference numbers (if relevant) will be provided to the ELTO and added to an electronic database ("the database").

This information will be made available by **Us** or by **MUM** to ELTO in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the UK and who are covered by the employers' liability insurance of their employers ("the claimants"):

- to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies. The database will be managed by ELTO.