CONVEX INSURANCE UK LIMITED
Combined Liability Policy

United Kingdom

CONX-CAS-001-0322

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Introduction

Convex Insurance UK Limited (the “Underwriters”) agrees to insure the Assured (as named in the Schedule) against loss as provided by the terms of this Policy.

The Assured has presented information in connection with its application for insurance. The Underwriters have relied on the information which the Assured has provided to them in deciding to accept this Policy and in setting its terms and premium.

This Policy consists of: the Schedule (in a separate document), this Introduction, the Operative Covers (Section 1), General Additional Covers, General Exclusions, Claims Information and General Terms and Conditions (Section 2), Definitions (Section 3) and any Endorsements (in a separate document if issued), all of which are to be read as one contract (together the “Policy”).

The insurance cover provided under each Operative Cover of this Policy is:

a) subject to the terms, Additional Covers, Optional Covers (if stated as operative in the Schedule) and Exclusions within that Operative Cover; plus

b) all the General Additional Covers, Terms, Conditions and Exclusions set out in Section 2.

Capitalised words and terms have special meaning and are defined in the Definitions Section 3.

Please read this Policy carefully and make sure this Policy meets your needs. If the Policy is incorrect, please speak to your Broker.

Please keep this Policy safe and quote the Policy Number appearing in the Schedule in all communications.

Complaints

For the purpose of interpreting this section concerning our Complaints Handling policy, Underwriters shall be referred to as “We”, “Us” and “Our”.

Our aim is always to provide the Assured with the best possible service. If the Assured feels that We have not provided the best possible service or made an error, then please advise Us in the first instance. We will take the Assured’s complaint seriously and do Our best to investigate and resolve it as quickly as possible. We have established the following complaints handling procedure to ensure that this happens.

Step 1

Tell Us about it. There are different ways the Assured can do that.

1. Communicate with the Assured’s usual contact at Convex being either their Account Manager or Broker. Let them know that the Assured is dissatisfied with the service they have received and tell them why.

   The Assured can contact Us by email, telephone, or letter.

2. Contact Our complaints team:
   complaints@convexin.com
   Tel: +44 (0)7919 603210
   Convex Insurance UK Limited
   52-54 Lime Street, London EC3M 7AG, United Kingdom

   We will acknowledge the Assured’s complaint promptly and We will let the Assured know who will be handling their complaint and provide the Assured with their contact details.

Step 2

We aim to resolve the Assured’s complaint as soon as possible. If it is complicated or We need to investigate the circumstances further, then We may not be able to resolve it straight away and it may take longer depending on its complexity. We aim to get to the Assured a final response within eight (8) weeks of receiving their complaint. If We cannot do so, then We will tell the Assured why it is taking more time and let the Assured know what We are doing and how long We expect it will take to resolve.

Step 3

If the Assured is not happy with Our response, or actions, and feel that the matter has not been resolved to their satisfaction, then there are two options to take it further:

1. The Assured may be eligible to refer the complaint to the Financial Ombudsman Service, the "FOS". Please note that there are time limits within which the Assured must contact the FOS (these limits have been mentioned previously in this Policy). Convex Insurance UK Limited needs to give the Assured their final response within eight (8) weeks of their complaint, at the most, depending on what the Assured has complained about. The Assured should get in touch with the FOS within six (6) months of receiving Convex Insurance UK Limited's final response to your complaint.

   The Financial Ombudsman Service,
   Exchange Tower,
   London E14 9SR.

   Email: complaint.info@financial-ombudsman.org.uk
   Website: http://www.financial-ombudsman.org.uk

2. Alternatively, the Assured may contact Lorraine Mullins, the Chief Compliance Officer of Convex Insurance UK Limited.

   Email: lorraine@convexin.com or write to the following address:
   Convex Insurance UK Limited
   52 Lime Street
   London EC3M 7AF
   United Kingdom

Our Commitment

All complaints are reported to, and overseen by, the Chief Compliance Officer. If We get a complaint or have done something wrong or failed to do something well, We will do our best to put it right and to learn from it by root cause analysis (this is where Convex Insurance UK Limited will sample a selection of complaints and what caused them then to address the causes of the complaints as explained further). We will make sure that We investigate and establish what went wrong and why. We will then work out what We need to do to prevent that happening in the future and consider whether any other customers could have been affected. Irrespective of whether We have had complaints We will report regularly on complaints and root cause analysis and remediation in Our management information to the executive management committees and to the Board of Convex Insurance UK Limited.

Financial Services Compensation Scheme

The Underwriters are covered by the Financial Services Compensation Scheme. The Assured may be entitled to compensation from the Scheme if the Underwriters are unable to meet its obligations to you under this Policy. If the Assured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor, Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website (www.fscs.org.uk).

Regulatory Information

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 840616).

Registered Office 52 Lime Street, London, EC3M 7AF.

Registered in England Number 11796392.

You can find this information on the Financial Conduct Authority's ("FCA's") website at www.fca.org.uk which includes a register of all the firms the FCA regulate or by calling the FCA on 0800 111 6768 (Call 0800 111 6768 (freephone) or 0300 500 8082 from the UK), or +44 207 066 1000 from abroad. The FCA are open from Monday to Friday, 8am to 6pm and Saturday 9am to 1pm.

Privacy

This Privacy Notice describes how Convex Insurance UK Limited (for the purpose of this notice “We”, “Us” or "Convex Insurance UK Limited") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “You”) when We are providing our insurance and reinsurance services.

How We Will Use Your Data

The information provided to Convex Insurance UK Limited, together with medical and any other information obtained from You or from other parties about You in connection with this Policy, will be used by Convex Insurance UK Limited for the purposes of determining Your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required, by law, to collect certain personal information about You, or because of any contractual relationship We have with You. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by Convex Insurance UK Limited for these purposes with other group companies and third parties, insurance intermediaries and service providers. Such parties may become Data Controllers in respect of Your personal information. Because We operate as part of a global business, We may transfer Your personal information outside the European Economic Area for these purposes.

Your Rights Regarding Your Personal Information

You have certain rights regarding Your personal information, under local law. These include the rights to request access, rectification, erasure, restriction, objection, and receipt of Your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If You have questions or concerns regarding the way in which Your personal information has been used, please contact the Data Protection Officer, Lorraine Mullins, by email or letter at:

Lorraine@convexin.com
Convex Insurance UK Limited
52 Lime Street
|London EC3M 7AF
United Kingdom

We are committed to working with you to obtain a fair resolution of any concern about privacy. If, however, you believe that we have not been able to assist with your concern, you have the right to make a complaint to the UK Information Commissioner's Office (“ICO”).

For more information about how we process your personal information, please see our full privacy notice at: https://convexin.com/privacy-policy/ or for a written copy please contact us at:

Convex Insurance UK Limited
52 Lime Street
London EC3M 7AF
United Kingdom

Section 1

This Section sets out the insurance covers provided by this Policy.

Operative Cover A – Employers' Liability

Cover under this Operative Cover A is subject to the terms and Exclusions within this Operative Cover A plus all the General Additional Covers, Terms, Conditions and Exclusions set out in Section 2. Optional Covers only provide cover if a sub Limit of Liability is specified in the Schedule. Capitalised words and terms are defined in the Definitions Section 3.

1. **Operative Clause**
   The Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including Claimants' costs, fees and expenses) and Defence Costs in respect of Bodily Injury sustained by an Employee

   a) arising out of and in the course of their employment by the Assured; or

   b) arising out of and in the course of their employment or participation in the performance of a contract with the Assured the primary purpose of which is the provision of labour only;

   in connection with the Business of the Assured and caused during the Policy Period in the Covered Jurisdictions stated in the Schedule.

   The indemnity provided shall only apply to Bodily Injury sustained:

   a) within the United Kingdom;

   b) by Employees of the Assured undertaking non-manual work during temporary visits abroad provided that such Employees are ordinarily resident in the United Kingdom.

2. **Limit of Liability and Defence Costs**

   a) The Underwriters' liability to pay Damages (including Claimants' costs, fees and expenses) shall not exceed the Limit of Liability stated in the Schedule as applicable to this Operative Cover in respect of an Occurrence.

   b) Defence Costs will be payable as part of the Limit of Liability stated in the Schedule as applicable to this Operative Cover, unless otherwise stated in the Schedule.

3. **Additional Covers Applicable to Operative Cover A**

   a) **Asbestos**
   This Operative Cover A will apply, subject to all its terms and conditions, to Bodily Injury caused to an Employee arising out of the exposure to asbestos or alleged exposure to asbestos or materials or products containing asbestos, where a sub Limit of Liability is specified in the Schedule.

   b) **Medical Treatment**
   Indemnity shall be extended to the Assured and any medical doctor or dentist employed by the Assured in respect of liability to any person under a contract of service with the Assured resulting from treatment given, provided that any such doctor or dentist shall be subject to the terms of this Policy as if they were the Assured so far as they can apply and provided that the Assured would have been entitled to indemnity under this Operative Cover A if the Claim had been made against the Assured.

   c) **Terrorism**
   This Operative Cover A will apply, subject to all its terms and conditions, to Bodily Injury caused to an Employee arising out of Terrorism, where a sub Limit of Liability is specified in the Schedule.

   d) **Unsatisfied Court Judgments**
   In the event of a Judgment for Damages being obtained by any Employee or the personal representative of any Employee:

i. in respect of Bodily Injury sustained by the Employee that arises out of and in the course of employment by the Assured in connection with the Business during the Policy Period;

ii. against any company or individuals operating within premises in the United Kingdom in any court situated in those territories;

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

the Underwriters will, at the request of the Assured, pay to the Employee or the personal representative of the Employee the amount of any such Damages and any awarded costs to the extent they remain unsatisfied. Provided always that:

i. there is no appeal outstanding;

ii. if any payment is made under the terms of this Additional Cover to Operative Cover A the Employee or the personal representative of the Employee shall assign any Judgment to the Underwriters;

iii. any payment made by the Underwriters shall be only in respect of liability for which the Assured would have been entitled to indemnity under Operative Cover A of this Policy if the judgment had been made against the Assured.

4. Optional Covers Applicable to Operative Cover A

Operative Cover A will only provide cover under these Additional Covers if the relevant Additional Cover has been noted as operative in the Schedule or if agreed in writing with the Underwriters.

a) **Offshore**
This Operative Cover A will apply, subject to all its terms and conditions, to Bodily Injury sustained Offshore by the Employee that arises out of and in the course of employment by the Assured in connection with the Business during the Policy Period, where a sub Limit of Liability is specified in the Schedule.

b) **Data Protection**
This Operative Cover A will apply, subject to all its terms and conditions, to the Assured's legal liability to pay compensation to any Employee as a result of Bodily Injury under Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679 (UK GDPR).

General Exclusion 3, Cyber, will not apply to the extent that this Additional Cover provides cover.

5. Exclusions Applicable to Operative Cover A

a) **Motor**
This Operative Cover A does not provide any indemnity in respect of liability for which compulsory motor insurance or security is required under any applicable legislation.

This Operative Cover A is also subject to the General Exclusions set out in Section 2.

6. Employers' Liability Compulsory Insurance Claims
The indemnity granted by this Operative Cover is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in the United Kingdom and offshore installations in territorial waters around Great Britain and its Continental Shelf BUT the Assured shall repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute.

Operative Cover B – Public Liability

Cover under this Operative Cover B is subject to the terms and Exclusions set out in this Operative Cover B plus all the General Additional Covers, Terms, Conditions and Exclusions set out in Section 2. Capitalised words and terms are defined in the Definitions Section 3.

1. **Operative Clause**
   The Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including Claimants' costs, fees and expenses) and Defence Costs in respect of accidental

   a) Bodily Injury;

   b) Property Damage;

   arising from the Business of the Assured and occurring during the Policy Period in the Covered Jurisdictions stated in the Schedule.

   The indemnity provided shall only apply to Bodily Injury or Property Damage occurring

   a) within the Territorial Limits;

   b) during the course of temporary visits abroad outside the Territorial Limits by Employees of the Assured undertaking non-manual work, provided that

      i. Employees are usually domiciled within the United Kingdom;

      ii. temporary visits do not exceed six (6) months in duration.

2. **Limit of Liability and Defence Costs**

   a) The Underwriters' liability to pay Damages (including Claimants' costs, fees and expenses) shall not exceed the Limit of Liability stated in the Schedule as applicable to this Operative Cover in respect of an Occurrence.

   b) Defence Costs will be payable as part of the Limit of Liability stated in the Schedule as applicable to this Operative Cover, unless otherwise stated in the Schedule.

3. **Additional Covers Applicable to Operative Cover B**

   a) **Data Protection Legislation**
   This Operative Cover B extends to cover the Assured for legal liability in respect of any Claim for compensation as a result of Bodily Injury and/or Property Damage under Section 169 of the Data Protection Act 2018 or under Article 82 of the General Data Protection Regulation (EU) 2016/679 (UK GDPR).

   Cover in respect of such Claims shall be available only under the terms and conditions of this Additional Cover and nowhere else in this Policy.

   For the purposes of this Additional Cover non-material damage which is the subject of such Claim shall be considered as Bodily Injury and will be treated as having occurred when the Claimant first had knowledge or alleges that they first had knowledge of the event giving rise to that Bodily Injury.

   This Additional Cover applies where Claims are made against the Assured during the Policy Period arising from Bodily Injury and/or Property Damage occurring on or after the Retroactive Date specified in the Schedule and before the Expiry Date of the Policy. If a Circumstance, occurring subsequent to the Retroactive Date and before the Expiry Date of the Policy is notified to the Underwriters in accordance with Section 2, Claims Information – Condition 1 – Claims Procedure, the Underwriters will not deny any subsequent Claim arising out of that Circumstance solely because the Claim was made after the Expiry Date of the Policy.

   The Underwriters' liability under this Additional Cover shall be limited to GBP 50,000 any one Occurrence and in the aggregate, inclusive of Defence Costs, which shall be a part of and not in addition to the Limit of Liability.

   The Excess under this Additional Cover shall be 10% of each Claim subject to a minimum of GBP 1,000, and it shall be applicable to all Claims, including Defence Costs:

i. against liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this Policy if the result could have been expected having regard to the nature and circumstances of such act or omission;

ii. for the costs of replacing, reinstating, rectifying or erasing any Personal Data, as defined in Data Protection Act 2018;

iii. against liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or

iv. against liability which attaches by virtue of a contract or agreement, but which would not have attached in the absence of such contract or agreement.

General Exclusion 3, Cyber, General Exclusion 4, Data Loss, and General Exclusion 5, Data Protection, will not apply to the extent that this Additional Cover provides cover.

b) **Denial of Access**
The indemnity granted by this Operative Cover B is extended to indemnify the Assured against legal liability to pay Damages (including Claimants' costs, fees and expenses), as a result of a denial of access that occurs during the Policy Period and arises out of or in connection with the Business. For the purpose of this Additional Cover, denial of access means nuisance, trespass or interference with any easement, right of air, light, water or way.

c) **Overseas Liability**
The indemnity granted by this Operative Cover B is extended, at the request of the Assured, to indemnify the Assured and its Employees and directors (including their families or persons ordinarily resident with them), against legal liability for Bodily Injury, Property Damage or denial of access (as per Operative Cover B,3.b above) incurred in a personal capacity while temporarily outside the United Kingdom in connection with the Business, provided that such Bodily Injury, Property Damage or denial of access does not arise out of the ownership or occupation of land or buildings.

d) **Private work**
The indemnity granted by this Operative Cover B is extended to indemnify the Assured against legal liability in respect of work carried out on behalf of Principals and/or directors of the Assured by Employees engaged or borrowed from the Assured in their private capacity.

e) **Defective Premises Act**
The indemnity granted by this Operative Cover B is extended to indemnify the Assured against legal liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by the Assured for purposes in connection to the Business and which have since been disposed of by the Assured.

Underwriters shall not be liable under this Additional Cover for:

i. Bodily Injury or Property Damage in respect of which the Assured is entitled to indemnity from any other insurance;

ii. the costs of remedying any defect or alleged defect in such premises.

4. Exclusions Applicable to Operative Cover B
This Operative Cover does not provide any indemnity in respect of liability:

a) for Bodily Injury;

i. sustained by any Employee arising out of and in the course of their employment by or under a contract of service with the Assured; or

ii. arising out of and in the course of their employment or participation in the performance of a contract with the Assured the primary purpose of which is the provision of labour only;

in connection with the Business of the Assured.

b) For Property Damage to tangible property owned, leased or hired by the Assured or under hire purchase or on loan to the Assured or in the Assured's care, custody and control other than:

i. Employees' and visitors' clothing, tools and personal effects up to a limit of GBP 500;

ii. premises (including contents thereof) not owned or rented by the Assured but temporarily occupied by them for the purpose of work therein or thereon;

iii. premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement.

c) arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under the Road Traffic Act or any similar legislation.

d) caused by the ownership or operation by or on behalf of the Assured of any waterborne craft, hovercraft, aircraft, or rail borne vehicle;

e) arising out of any work undertaken Airside: in, on or within any aircraft, airport runway, taxiway, dispersal area, apron, hanger, cargo, transit or flight handling area, including open spaces between and/or other operational or manoeuvring area and including any flight control facilities, wherever situated unless notified and agreed by the Underwriters prior to the work being undertaken;

f) arising out of or in connection with any Pollution;

g) arising out of or in connection with any Product; or

h) arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by the Assured for a fee.

This Operative Cover B is also subject to the General Exclusions set out in Section 2.

Operative Cover C – Product Liability

Cover under this Operative Cover C is subject to the terms and Exclusions set out in this Operative Cover C plus all the General Additional Covers, Terms, Conditions and Exclusions set out in Section 2. Capitalised words and terms are defined in the Definitions Section 3.

1. **Operative Clause**
   The Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including Claimants' costs, fees and expenses) and Defence Costs in respect of accidental:

   a) Bodily Injury; or

   b) Property Damage;

   arising from any Product within the Territorial Limits and Covered Jurisdictions stated in the Schedule.

   The trigger applicable to this Operative Cover is either a), b) or c) below, as specified in the Schedule:

   a) **Losses Occurring During**
   This Operative Cover applies where Bodily Injury or Property Damage occurs during the Policy Period.

   b) **Claims Made**
   This Operative Cover applies where a Claim is first made against the Assured during the Policy Period and in accordance with Section 2, Claims Information – Condition 1. f) – Claims Procedure arising from any Bodily Injury or Property Damage occurring on or after the Retroactive Date specified in the Schedule and before the Expiry Date of the policy.

   c) **Claims Made and Notified**
   This Operative Cover applies where a Claim is first made against the Assured and is notified to the Underwriters during the Policy Period or within sixty (60) days of the Expiry Date and in accordance with Section 2, Claims Information – Condition 1. f) – Claims Procedure arising from any Bodily Injury or Property Damage occurring on or after the Retroactive Date specified in the Schedule and before the Expiry Date of the Policy.

   However, this Operative Cover does not apply to any Claim that is covered under any subsequent insurance the Assured acquires, or would be covered but for the exhaustion of the Limit of Liability applicable to such Claim.

   In respect of Additional Cover 3 a) Advertising Injury, if the date of the Occurrence is not self-evident, it shall be treated as having occurred on the date of the first publication of material that is or is alleged to be injurious.

2. **Limit of Liability and Defence Costs**

   a) The Underwriters' liability to pay Damages (including Claimants' costs, fees and expenses) shall not exceed the Limit of Liability stated in the Schedule as applicable to this Operative Cover in respect of an Occurrence.

   b) Defence Costs will be payable as part of the Limit of Liability stated in the Schedule as applicable to this Operative Cover, unless otherwise stated in the Schedule.

3. **Additional Covers applicable to Operative Cover C**

   a) **Advertising Injury**
   The indemnity granted by this Operative Cover C is extended to indemnify the Assured against legal liability to pay Damages (including Claimants' costs, fees and expenses), in respect of unintended and unexpected:

      i. libel, slander or defamation;

      ii. infringement of copyright, title, slogan or other intellectual property rights;

      iii. piracy, unfair competition or idea misappropriation under an implied contract; and/or

      iv. any invasion of the rights of privacy

   committed or alleged to have been committed during the Policy Period in any advertisement, publicity, article, internet website activity, broadcast or telecast arising from advertising activities by or on behalf of the Assured in connection with the Assured's Products, goods or services, but Underwriters shall not be liable for:

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

ii. incorrect description or mistake in the price of Products, goods or services sold or offered for sale by the Assured;

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

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

The Underwriters' liability under this Additional Cover shall be limited to GBP 1,000,000 any one Occurrence and in the aggregate, inclusive of Defence Costs, which shall be a part of and not in addition to the Limit of Liability.

4. Exclusions Applicable to Operative Cover C

This Operative Cover does not provide any indemnity in respect of liability:

a) for Bodily Injury;

i. sustained by any Employee arising out of and in the course of their employment by or under a contract of service with the Assured; or

ii. arising out of and in the course of their employment or participation in the performance of a contract with the Assured the primary purpose of which is the provision of labour only;

in connection with the Business of the Assured.

b) for Property Damage to tangible property owned, leased or hired by the Assured or under hire purchase or on loan to the Assured or in the Assured's care, custody and control other than:

i. Employees' and visitors' clothing, tools and personal effects up to a limit of GBP 500;

ii. premises (including contents thereof) not owned nor rented by the Assured but temporarily occupied by them for the purpose of work therein or thereon; and

iii. premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement.

c) arising out of or in connection with any Pollution;

d) arising out of the recall of any Product, or any product manufactured, distributed or handled by a customer of the Assured of which the Product becomes a component part;

e) for Damage to any Product or part thereof;

f) for costs incurred in the repair, reconditioning or replacement of any Product or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning or replacement;

g) if the trigger for Operative Cover C is the making of a Claim (under 1. b) and 1. c) above), arising out of any Product which has left the custody or control of the Assured prior to the Retroactive Date, if any, stated in the Schedule;

h) arising out of any Product which, with the Assured's knowledge, is intended for incorporation into the structure, machinery, or controls of any aircraft or spacecraft;

i) arising out of any Product which, with the Assured's knowledge, is intended for incorporation into any marine equipment upon which the navigation or safety of a waterborne vessel depends or use in a waterborne vessel;

j) arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by the Assured for a fee;

k) for loss of or damage to any Product attributable to any known or suspected:

i. defect or deficiency therein, or

ii. unsuitability for its intended purpose or use;

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

m) for Bodily Injury or Property Damage directly or indirectly caused by, arising from or in connection with food and drink supplied by, or on behalf of, the Assured primarily to the Assured's Employees at the Premises as a staff benefit;

n) for Bodily Injury or Property Damage arising out of the presence, ingestion, inhalation, absorption or exposure to lead in any Product;

o) for Property Damage to that part of any property upon which the Assured or any Employee of the Assured is or has been working where such Property Damage arises out of such work.

This Operative Cover C is also subject to the General Exclusions set out in Section 2.

Operative Cover D – Pollution Liability

Cover under this Operative Cover D is subject to the terms and Exclusions set out in this Operative Cover D plus all the General Additional Covers, Terms, Conditions and Exclusions set out in Section 2. Capitalised words and terms are defined in the Definitions Section 3.

1. **Operative Clause**
   The Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including Claimants' costs, fees and expenses) and Defence Costs in respect of accidental:

   a) Bodily Injury; or

   b) Property Damage;

   arising from Pollution occurring in in its entirety during the Policy Period within the Territorial Limits and Covered Jurisdictions stated in the Schedule in connection with the Business of the Assured but only to the extent that the Assured can demonstrate that such Pollution:

   a) was the direct result of a sudden specific and identifiable event occurring during the Policy Period;

   b) was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution during the Policy Period.

2. **Limit of Liability and Defence Costs**

   a) The Underwriters' liability to pay Damages (including Claimants' costs, fees and expenses) shall not exceed the Limit of Liability stated in the Schedule as applicable to this Operative Cover in respect of an Occurrence.

   b) Defence Costs will be payable as part of the Limit of Liability stated in the Schedule as applicable to this Operative Cover, unless otherwise stated in the Schedule.

3. **Additional Covers Applicable to Operative Cover D**

   a) **Denial of Access**
   The indemnity granted by this Operative Cover D is extended to indemnify the Assured against legal liability to pay Damages (including Claimants' costs, fees and expenses), as a result of a denial of access that occurs during the Policy Period and arising from Pollution in connection with the Business. For the purpose of this Additional Cover, denial of access means nuisance, trespass or interference with any easement, right of air, light, water or way.

   b) **Private work**
   The indemnity granted by this Operative Cover D is extended to indemnify the Assured against legal liability in respect of work carried out on behalf of Principals and/or directors of the Assured by Employees engaged or borrowed from the Assured in their private capacity arising from Pollution in connection with the Business.

4. **Exclusions Applicable to Operative Cover D**
   This Operative Cover does not provide any indemnity in respect of liability:

   a) for Bodily Injury;

      i. sustained by any Employee arising out of and in the course of their employment by or under a contract of service with the Assured; or

      ii. arising out of and in the course of their employment or participation in the performance of a contract with the Assured the primary purpose of which is the provision of labour only

      in connection with the Business of the Assured.

   b) for Property Damage to tangible property owned, leased or hired by the Assured or under hire purchase or on loan to the Assured or in the Assured's care, custody and control other than:

      i. Employees' and visitors' clothing and personal effects up to a limit of GBP 500;

ii. premises (including contents thereof) not owned nor rented by the Assured but temporarily occupied by them for the purpose of work therein or thereon;

iii. premises tenanted by the Assured to the extent that the Assured would be held liable in the absence of any specific agreement.

c) arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under the Road Traffic Act or any similar legislation;

d) caused by the ownership or operation by or on behalf of the Assured of any waterborne craft, hovercraft, aircraft, or rail borne vehicle;

e) arising out of or in connection with any Product;

f) arising out of or from advice, design, plans, specifications, formulae, surveys or directions prepared or given by the Assured for a fee;

g) for Property Damage to premises presently or at any time owned or tenanted by the Assured;

h) for Property Damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Assured or otherwise in the Assured's care, custody or control.

This Operative Cover D is also subject to the General Exclusions set out in Section 2.

Section 2

This Section sets out all general Additional Covers, Exclusions and Terms and Conditions that apply to the entire Policy.

Additional Covers applicable to all Operative Covers

This part of the Policy provides details of the general Additional Covers. These apply to all Operative Covers and they are in addition to the Additional Covers specific to any Operative Cover.

1. **Court Attendance Costs**
   In the event that the Underwriters request the Assured or any Employees to attend Court or any arbitration or adjudication hearing as a witness of fact in connection with a Claim made against the Assured for which cover is afforded under this Policy, Underwriters will provide compensation to the Assured at the following rates for each day or part thereof on which attendance is required:

   a) any partner or director of the Assured — GBP 500.

   b) any Employee — GBP 250.

2. **Cross Liability Clause**
   It is hereby declared and agreed that where more than one party is named in the Schedule as the Assured, indemnity shall apply as though individual insurances have been issued to each party provided always that the Underwriters' total liability shall not exceed the sums stated in the Schedule as the Limit of Liability.

3. **Indemnity to Others**
   At the request of the Assured, and subject to the prior written consent of Underwriters, indemnity extends to include liability of:

   a) any director of the Assured or Employee in respect of liability arising in connection with the Business of the Assured as stated in the Schedule;

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

   c) any hired or borrowed employee for whom the Assured is responsible or for any other person who is under a contract of service with a contractor of the Assured and where the Assured in the course of the Business of the Assured has agreed to accept responsibility;

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

   each of whom shall, as though the Assured, be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under the relevant Operative Cover if the Claim had been made against the Assured.

4. **Indemnity to Principal**
   Where the Assured so requests, the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured. Such Principal shall be subject to and comply with the terms and conditions of the Policy. This clause shall in no way operate to increase the Limits of Liability as stated in the Schedule.

5. **Corporate Manslaughter**
   The indemnity granted by this Policy is extended to apply to Defence Costs in cases of an alleged offence by the Assured under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent amending legislation, provided that:

a) the proceedings relate to an offence alleged to have been committed during the Policy Period and in the course of the Business;

b) the cover will not apply:

   i. to fines or penalties of any kind;

   ii. to liability assumed under a contract or agreement which would not have attached in the absence of such contract or agreement

   iii. to proceedings consequent upon any deliberate act or omission.

The Underwriters' liability under this Additional Cover shall be limited to GBP 1,000,000 in the aggregate in any one Policy Period. This limit will form part of and not be in addition to the relevant Limit of Liability stated in the Schedule.

All Additional Covers are subject to the specific Exclusions within the Operative Cover plus the General Exclusions set out in this Section 2 (below).

General Exclusions applicable to all Operative Covers

This part of the Policy provides details of the General Exclusions. These apply to all Operative Covers (unless stated otherwise below) and they are in addition to any Exclusions specific to any Operative Cover.

This Policy does not insure, apply to or include any cover for any loss, damage, Claim, cost, expense or other sum directly or indirectly arising out of or relating to:

1. **Abuse**

   a) any act that results in the maltreatment of a person and which may be of, but not limited to, a physical, sexual, verbal, psychological or emotional or financial nature.

   This exclusion does not apply to Operative Cover A, Employers' Liability.

2. **Asbestos:**

   a) exposure or alleged exposure to asbestos or materials containing asbestos.

   This exclusion does not apply to Operative Cover A, Employers' Liability.

3. **Cyber**

   a) any 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 or operation of any computer, computer system, computer software programme, code, virus or process or any other electronic system.

   This exclusion does not apply to Operative Cover A, Employers' Liability and to the cover provided by Additional Cover 3 (a), Data Protection, in Operative Cover B, Public Liability.

4. **Data Loss**

   a) the loss of or damage to data, documents, information or records stored on a computer, cloud or media system(s) and/or distortion or erasure caused by any means.

   This exclusion does not apply to the cover provided by Additional Cover 3 (a), Data Protection, in Operative Cover B, Public Liability.

5. **Data Protection**

   a) compensation, damages, losses, costs and expenses, fines, penalties, or any other sum arising out of, directly or indirectly, a breach of privacy rules or legislation including the General Data Protection Regulation (EU) 2016/679 (UK GDPR) or equivalent.

   This exclusion does not apply to Operative Cover A, Employers' Liability and to the cover provided by Additional Cover 3 (a), Data Protection, in Operative Cover B, Public Liability.

6. **Deliberate failure to prevent Bodily Injury or Property Damage**

   a) deliberate, conscious or intentional disregard by the Assured's technical or administrative management of the need to take all practical steps to prevent Bodily Injury or Property Damage.

7. **Liquidated Damages**

   a) liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties.

   This exclusion does not apply to Operative Cover A, Employers' Liability.

8. **Nuclear**

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

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or

c) any weapon of war or mass destruction, whether or not employing atomic or nuclear fission or fusion or like reaction or radioactive force or matter, or pathogenic, chemical, biological or similar agents.

9. Communicable disease

a) any Communicable Disease (as hereinafter defined), or any fear or threat (whether actual or perceived) of any Communicable Disease, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any Communicable Disease.

b) For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

The exclusion does not apply to Operative Cover A, Employers' Liability.

10. War

a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

11. Terrorism

a) an act of Terrorism.

The exclusion does not apply to Operative Cover A, Employers' Liability.

In addition, the following Exclusions apply to this Policy:

12. Sanctions
Underwriters shall not be deemed to provide cover and Underwriters shall not be liable to pay any Claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such Claim or provision of such benefit would expose the Underwriters 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.

13. United States of America and Canada
Where the Covered Jurisdiction applicable to any Operative Cover is shown in the Schedule as Worldwide, then in respect of any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part:

a) the Operative Cover does not cover any liability:

i. for and/or arising out of Pollution;

ii. for the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances; and

b) the Operative Covers shall not apply to nor insure against the loss of any Assured domiciled or registered in the United States of America or Canada or any country which operates under the laws of the United States of America or Canada, other than in respect of sales offices of the Assured where prior agreement has been sought from the Underwriters.

When this exclusion applies, General Condition 23, United States of America and Canada Jurisdiction, may also apply.

Claims Information

This part of the Policy details the procedure to be followed when the Assured wishes to make a claim.

1. **Claims Procedure**
   The Assured must:

   a) give written notice of a Claim or any incident that may give rise to a Claim under this Policy as soon as reasonably practicable and, in any event, within thirty (30) days of such knowledge using the following details:

   Crawford & Company Adjusters (UK) Ltd

   Address: 249 Midsummer Boulevard, Central Milton Keynes, Buckinghamshire, MK9 1YA

   Email:convexclaims@broadspiretpa.co.uk

   Telephone: 01908 302011

   b) give all such additional information or documentation as the Underwriters, or their appointed agent, may require and continue to forward all such information and documentation immediately when they are received (until otherwise instructed). Every Claim, writ, summons or process and any other written notification of Claim and all documents relating thereto shall be forwarded unanswered to the Underwriters, or their appointed agent, immediately when they are received;

   c) make no admission of liability, offer, promise, compromise or payment without the Underwriters' prior written consent or the prior written consent of their appointed agent; and

   In the event of a breach of terms clause 1. a) – c) above, the Underwriters shall be entitled to refuse to pay a Claim under this Policy in its entirety.

   d) In the event of any Occurrence giving rise to any loss or damage insured under this Policy, take such immediate action as is necessary to minimise the loss.

   e) The Underwriters shall be entitled to take over the conduct, in the name of the Assured, of the defence or settlement of any Claim or to issue in the name of the Assured but for the Underwriters' own benefit any claim for indemnity or Damages or otherwise. The Underwriters shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require.

   f) Where the Operative Cover trigger is shown as Claims Made and Notified in the Schedule, if a Circumstance occurring subsequent to the Operative Cover Retroactive Date and before the Expiry Date of the Policy is notified to Underwriters during the Policy Period and in accordance with this Policy Condition, the Underwriters will not deny any subsequent Claim arising out of that Circumstance solely because the Claim was made after the Expiry Date of the Policy.

2. **Co-operation**
   In addition to their obligations set out in Claims Procedure (above), the Assured shall at all times afford such information, assistance and cooperation to the Underwriters or their appointed agents as may be requested. In the event of a breach of this term, the Underwriters shall be entitled to refuse to pay a Claim under this Policy in its entirety.

3. **Document Retention**
   In addition to their obligations set out in Claims Procedure (above), the Assured shall at all times ensure that all documentation relevant to a Claim or Circumstance are retained and not destroyed or disposed of. In the event of a breach of this term, the Underwriters shall be entitled to refuse to pay a Claim under this Policy in its entirety.

General Terms and Conditions

This part of the Policy sets out the General Terms and Conditions. These apply to all Operative Covers and they are in addition to the terms specific to each Operative Cover.

1. **Allocation of Recoveries**
   If a recovery is made or recovery proceeds are received from a third party in respect of any loss or Claims which may or have been paid, either in whole or in part, under this Policy, the recovery proceeds shall be applied as follows:

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

   b) from the remaining balance, the Assured should receive any sum paid or lost by it (excluding interest), in excess of its indemnification under this Policy;

   c) after payment of the above, the Underwriters should receive all sums they have paid (excluding interest) in respect of the loss which is the subject of the recovery;

   d) after payment of the above, the Assured receives any balance (excluding interest);

   e) after payment of above, any interest recovered should be distributed between the Assured and the Underwriters in the same manner outlined above.

2. **Alterations in Risk**
   The Assured is required to notify the Underwriters as soon as is reasonably practicable of all material facts or alterations in the risk which come to his knowledge or arise during the Policy Period. The Underwriters reserve the right to amend the Policy terms and conditions.

   In the event of a breach of this term, the Underwriters shall have no liability under this Policy unless the Assured shows that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

3. **Apportionment of Defence Costs**
   Except where the Limit of Liability is inclusive of Defence Costs, if a payment exceeding the Limit of Liability has to be made to dispose of a Claim, the liability of the Underwriters to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Liability bears to the amount paid to dispose of a Claim.

4. **Cancellation**

   a) The Assured is entitled to cancel this Policy by giving the Underwriters thirty (30) days' notice in writing.

   b) The Underwriters are entitled to cancel this Policy by giving the Assured thirty (30) days' notice in writing.

   Upon such cancellation by either the Assured or the Underwriters, any return of Premium due to the Assured will be calculated at a proportional daily rate depending on how long the Policy has been in force unless the Assured have made a claim in which case the full annual Premium is due.

5. **Currency**
   The currency of all Premiums, sums insured, Limits of Liability and Excesses shown in this Policy, Schedule, Endorsement(s) or any renewal shall be Great British Pounds indicated as GBP.

6. **Discharge of Liability**
   The Underwriters may at any time pay to the Assured in connection with any Claim or series of Claims under this Policy to which a Limit of Liability applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such Claims can be settled. Upon such payment being made, and the payment of Defence Costs incurred prior to the date of such payment where such Defence Costs are stated as being in addition to the relevant Limit of Liability, Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such Claims.

7. **Excess**
   Where an excess is stated in the Schedule the Assured shall be responsible for the first amount so specified each and every Occurrence, inclusive of costs and expenses.

   No cover will be granted under any Operative Cover for the amount of the Excess stated in the Schedule. The Limits of Liability stated in the Schedule are in excess of and not reduced by the amount of any Excess.

Where an Occurrence gives rise to liability under Operative Covers B (Public Liability), C (Product Liability) and D (Pollution Liability), only the largest Excess of those Operative Covers shall apply to all losses and Claims arising from that Occurrence.

8. Fair Presentation

The Assured is under a duty to make a fair presentation of the risk to Underwriters prior to entering into the Policy and prior to the agreement of any variation to the Policy.

A fair presentation is one that includes all material information, presented in a manner that is clear and accessible, and in compliance with all requirements of the Insurance Act 2015.

Failure to make a fair presentation of the risk will give Underwriters a range of remedies, as set out in the Insurance Act 2015, which can be broadly summarised as follows:

a) if the breach was deliberate or reckless:

   i. treat the Policy as if it never existed;

   ii. decline all claims; and

   iii. retain the premium; or

b) if the breach was not deliberate or reckless (for instance, negligent), depending on what Underwriters would have done had there been no breach:

   i. treat the Policy as if it never existed, decline all claims and return the premium;

   ii. treat the Policy as if it had been entered into on different terms from those agreed, or

   iii. proportionally reduce the amount payable on a claim based on the premium the Underwriters would have charged, as more specifically set out in the Insurance Act 2015.

The remedies summarised in a) and b) apply to a breach of the duty of fair presentation made prior to the Policy being entered into, and, with some modifications, to a breach of the duty made prior to the agreement of a variation, as set out more fully in the Insurance Act 2015.

This summary is provided for illustrative purposes only to assist the Assured in understanding the duty to make a fair presentation and the consequences of a breach of the duty of fair presentation. It is not intended to amend or disapply any provision of the Insurance Act 2015 concerning the duty of fair presentation.

9. Fraudulent Claims

a) If the Assured makes a fraudulent claim under this Policy:

   i. the Underwriters are not liable to pay the claim;

   ii. the Underwriters may recover from the Assured any sums paid by the Underwriters to the Assured in respect of the claim; and

   iii. in addition, the Underwriters may by notice to the Assured treat the Policy as having been terminated with effect from the time of the fraudulent act.

b) If the Underwriters do treat the Policy as having been terminated:

   i. they may refuse all liability to the Assured under this Policy in respect of a relevant event occurring after the time of the fraudulent act; and

   ii. they need not return any of the Premiums paid under the Policy.

10. Interpretation

In this Policy:

a) the singular includes the plural and vice-versa; the masculine includes the feminine and vice versa.

b) with the exception of headings, capitalised words and terms have the meaning given to them in the Definitions Section 3 of this Policy;

c) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

d) headings are capitalised for ease and used for general reference only. They shall not be considered when interpreting or determining the meaning of this Policy; and

e) if any term, condition, exclusion, Endorsement or provision or part thereof is found to be or becomes invalid or unenforceable, this shall not affect the validity and enforceability of the remainder of the term, condition, exclusion, Endorsement or provision and the rest of this Policy.

11. Jurisdiction of Covered Judgments

It is hereby agreed between Underwriters and the Assured that indemnity provided by this Policy shall apply only to judgments of first instance against the Assured in the Courts of Law of the Covered Jurisdictions stated in the Schedule and not to judgments obtained elsewhere nor to judgments or orders obtained in the said courts for the enforcement of foreign judgments, whether by way of reciprocal agreements or otherwise, unless the Assured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover which offer and acceptance must be signified by specific endorsement to this Policy.

The Premium for this insurance has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other courts.

12. Law and Jurisdiction

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

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including contractual or non-contractual disputes or claims) arising out of or in connection with this Policy or its subject matter, interpretation or formation.

13. Limit of Liability

Underwriters' liability to pay Damages (including Claimants' costs, fees and expenses) and Defence Costs shall not exceed the sum stated in the Schedule in respect of any one Occurrence.

Where an Occurrence gives rise to liability under Operative Covers B (Public Liability), C (Product Liability) and/or D (Pollution Liability), the total amount of Underwriters' liability shall not exceed the greatest Limit of Liability available under the relevant Operative Cover providing indemnity for the Occurrence.

Where an aggregate Limit of Liability is stated in the Schedule to apply, the Underwriters' total liability to pay Damages (including Claimants' costs fees and expenses) and Defence Costs in respect of the entire Policy Period shall not exceed the stated aggregate Limit of Liability regardless of the number or severity of Occurrences or Claims.

Notwithstanding the above provisions, limits specified in an Additional Cover of this Policy will apply as set out in the Additional Cover.

14. Other Insurance

If any Claim or loss covered by this Policy is also covered in whole or in part by any other valid and collectable insurance (other than insurance that is specifically stated to be in excess of this Policy) the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurances.

15. Personal Protective Equipment

The Assured must at all times ensure that:

a) all Employees are made aware of the dangers of not using personal protective equipment including but not limited to by way of training;

b) personal protective equipment is provided and signed for upon receipt by the Employee, except that disposable personal protective equipment does not need to be signed for; and

c) a register is maintained which demonstrates compliance with the above including but not limited to demonstrating that Employees have received appropriate training.

In the event of a breach of this term, the Underwriters shall have no liability under this Policy unless the Assured shows that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

16. Precautions

The Assured must at all times take all reasonable precautions or steps:

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

b) in the selection of Employees or Sub-contractors;

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

d) to prevent accidents, Bodily Injury or Property Damage.

17. Premium Adjustment

If any of the Premium for this Policy has been calculated on estimates furnished by the Assured, the Assured shall keep accurate records containing all particulars relative thereto and shall at all times allow the Underwriters to inspect such records. The Assured shall, within three months from the expiry of each Policy Period furnish such particulars to Underwriters and the Premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Assured as the case may be subject to any minimum Premium required. The Underwriters reserve the right to request that the Assured supplies an auditor's certificate with such calculations that are the subject to adjustment under this Policy attesting to the accuracy thereof. Such calculations shall include all remuneration paid to Employees and all payments made to self-employed persons or employees of labour only sub-contractors for whom liability is assumed or on such other basis as may be agreed. If due, any additional Premium shall be paid within thirty (30) days of advice to the Assured of any adjustment due.

If the Assured fails to produce such particulars within the timeframe required or pay any additional Premium due in accordance with this clause, the Underwriters shall be entitled to refuse to pay, or reduce the amount they pay, for any Claim under this Policy.

18. Premium Payment

a) The Assured undertakes that Premium will be paid in full to the Underwriters within sixty (60) days of inception of this Policy (or, in respect of instalment premiums, when due).

b) If the Premium due under this contract has not been so paid to the Underwriters by the sixtieth (60th) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) the Underwriters shall have the right to cancel this contract by notifying the Assured via the Broker in writing. In the event of cancellation, Premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk, but the full contract premium shall be payable to Underwriters in the event of a loss or Occurrence or Claim prior to the date of termination which gives rise to a valid claim under this Policy.

c) It is agreed that the Underwriters shall give not less than fifteen (15) days' prior notice of cancellation to the Assured via the broker. If Premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

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

19. Rights of Recourse

The Assured will all times retain full rights of recourse against those supplying products or otherwise providing a service in connection with any Product or any component part thereof, unless the Underwriters have agreed in writing to the waiver of such rights.

In the event of a breach of this term, the Underwriters shall be entitled to refuse to pay, or reduce the amount they pay, for any Claim under this Policy.

20. Sub-contractors

The Assured must take all steps to ensure that all Sub-contractors that they engage maintain policies of insurance (with insurers other than the Underwriters) no less comprehensive than:

a) employers' liability coverage with a limit of liability of not less than GBP 5,000,000 any one Occurrence;

b) public liability coverage with a limit of liability equal to or greater than the limits provided by this Policy; and

c) both such policies contain an Indemnity to the Assured as principal.

The Assured:

a) shall obtain written evidence of the above; and

b) shall not assume by agreement, any liability that would not have attached to them in the absence of such agreement, including but not limited to, the assumption of liability on behalf of any sub-contractor or the waiver of rights of recourse against any Sub-contractor.

In the event of a breach of this term, the Underwriters shall have no liability under this Policy unless the Assured shows that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

21. Subrogation

The Assured shall, at the request and at the expense of the Underwriters, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters for the purpose of enforcing any rights and remedies of or obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon its paying for or making good any loss or damage insured by this Policy whether such acts and things shall be or become necessary or required before or after their indemnification by the Underwriters.

22. Third Party Rights

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

23. United States of America and Canada Jurisdiction

Where the Covered Jurisdiction applicable to any Operative Cover is shown in the Schedule as Worldwide, then in respect of any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part:

a) the Limits of Liability stated in the Schedule are inclusive of Defence Costs

b) any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is subject to the law and exclusive jurisdiction of England and Wales;

c) the Underwriters shall not be liable for the amount shown as the applicable Excess in the Schedule, being the first amount of each and every Claim. For the purpose of this condition "Claim" shall include compensatory awards or damages, Claimants' costs, fees and expenses and associated Defence Costs.

When this clause applies, General Exclusion 13 United States of America and Canada may also apply.

Section 3

This Section sets out the specific meaning given to certain words and terms used in this Policy.

Definitions

Capitalised words and terms are defined in the Definitions below. As used herein:

1. **Assured means:**
   the person(s), partnership, corporation or organization specified in the Schedule.
2. **Bodily Injury means:**
   death, bodily injury, illness or disease of or to any person.
3. **Business means:**
   a) the ordinary business of the Assured specified under Business Description in the Policy Schedule undertaken by the Assured at or from the Premises;
   b) the participation in exhibitions by the Assured.
4. **Circumstance means:**
   a circumstance, condition, fact, event or incident known to the Assured and which the Assured ought reasonably to realise may give rise to a Claim.
5. **Claim means:**
   a written demand, notice, or other written communication received by the Assured asserting a liability or responsibility of the Assured for damages or other relief.
6. **Claimant means:**
   any party making a Claim against the Assured.
7. **Court of Summary Jurisdiction means:**
   a Magistrates' Court or such similar criminal court of first instance dealing with offences without the involvement of a jury.
8. **Damages means:**
   monetary compensation capable of being awarded in civil proceedings but excluding:
   a) aggravated, punitive and exemplary damages; and
   b) criminal fines and penalties.
9. **Defence Costs means:**
   all costs, fees, and expenses incurred by the Assured, with the Underwriters' prior written consent, in the defence or settlement of any Claim under this Policy including legal expenses:
   a) arising out of representation at any Coroner's Inquest or Fatal Accident inquiry;
   b) arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Policy Period by the Assured and/or (with the Underwriters' prior written consent for such cover) Employees, partners or directors of the Assured, and in the course of the Business of the Assured in respect of matters which may form the subject of indemnity by this Policy provided that:
      i. the Underwriters shall not be liable for any fines or penalties imposed as a consequence of such prosecution;
      ii. the Underwriters shall not be responsible for Defence Costs where the Underwriters required the opinion of Queen's Counsel (whose appointment is at the Underwriters' sole discretion) as to whether or not such costs should extend or

continue to extend to the support of such defence, and where such Queen's Counsel's opinion is that there is no reasonable defence to the prosecution;

iii. the Underwriters' liabilities for Defence Costs in cases of breach or alleged breach of the English Health & Safety at Work Act 1974 (and/or any legislation of similar effect) are limited to prosecutions under Section 33(1)(a) to (c) of the Act or similar duty imposed under consolidating legislation or legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands;

iv. the Underwriters' liabilities for Defence Costs in cases of breach or alleged breach of the English Consumer Protection Act 1987 (and/or any legislation of similar effect) are limited to proceedings not consequent upon a deliberate act or omission; and

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

10. **Employee means:**
any person under a contract of service or apprenticeship with the Assured or engaged by the Assured to perform a contract constituting the provision of labour only; while working for the Assured in connection with the Business.

11. **Endorsement means:**
changes to the terms and conditions or scope of this Policy agreed by the Underwriters that can add, delete or otherwise alter the cover provided by this Policy.

12. **Excess means:**
the first amount of each and every Claim or Occurrence, as ascertained after the application of all other terms and conditions of this Policy, that is to be paid by the Assured and which the Underwriters are not liable to pay as specified in the Schedule.

13. **Expiry Date means:**
the last day of the Policy Period.

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

15. **Limit of Liability means:**
the limit of liability applicable to the relevant Operative Cover (or sub-limit or item insured under such Operative Cover) specified in the Schedule. The Limit of Liability is inclusive of Defence Costs unless expressly specified in the Schedule to be in addition to Defence Costs.

16. **Occurrence means:**
any accident, event, events of a series, injury, continuous or repeated injurious exposure to substantially the same general conditions arising out of one originating cause which results in Bodily Injury, Property Damage or Pollution neither expected nor intended by the Assured.

17. **Offshore means:**
the time from which an Employee of the Assured embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform within the territorial waters of the United Kingdom, until such time the Employee disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform.

18. **Policy Period means:**
the period specified in the Schedule and will be the period of time during which this Policy provides indemnity.

19. **Pollutants means:**
any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, dust, fibres, fungi, mould, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. For the avoidance of doubt, bacteria, viruses or other pathogens do NOT fall within the definition of Pollutants.

20. **Pollution means:**
any discharge, seepage, migration, dispersal, release or escape of Pollutants at any time or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property.

21. **Premises means:**
the buildings, lands, properties and constructions used for the purposes of the Assured's Business within the United Kingdom.

22. **Premium means:**
the amount of premium specified in the Schedule.

23. **Principal means:**
a person, persons or corporate body or other entity who engages the Assured, in writing, to perform a contract.

24. **Product means:**
the Assured's tangible products (including all associated packaging material, containers, labelling, instructions, or advice provided in connection therewith) sold, supplied, distributed, free issued, loaned, leased or licensed to others, designed, specified, formulated, manufactured, processed, serviced, treated, constructed, installed, erected, inspected, adjusted, altered, cleaned, handled, repaired by, or on behalf of, the Assured in the ordinary course of Business, which have left the care, custody or control of the Assured.

25. **Property Damage means:**
physical loss of or material damage to or destruction of tangible property.

26. **Retroactive Date means:**
the date(s) stated in the Schedule.

27. **Schedule means:**
the document entitled Schedule which relates to and forms part of this Policy.

28. **Sub-contractor means:**
any bona fide sub-contractor including any company or firm or individual who enters into a contract with the Assured, in the course of the Assured's Business, for the provision of services or the supply of goods or materials in conjunction with labour, but this does not include any company, firm or individual who enters into a contract of service with the Assured for supply of labour only.

29. **Territorial Limits means:**
the Territorial Limits stated in the Schedule.

30. **Terrorism means:**
an act or series of acts including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious, or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

31. **Underwriters means:**
Convex Insurance UK Limited.

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

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