



LIABILITY INSURANCE POLICY

OUR PROMISE TO YOU

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

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PLEASE REFER TO **YOUR** INDIVIDUAL SCHEDULE OF INSURANCE THAT WILL SHOW THE OPERATIVE SECTIONS OF COVER UNDER **YOUR** OWN INDIVIDUAL POLICY.

The following terms, exceptions and conditions apply to this insurance.

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**.

DEFINITIONS

Applicable Courts	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.
Asbestos risks	a. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or b. exposure to asbestos, asbestos fibres or materials containing asbestos; or c. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos
Bodily injury	Death, or any bodily or mental injury or disease of any person.
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Denial of access	Nuisance, trespass or interference with any easement or right of air, light, water or way.

Employee	Any person working for you in connection with your business who is: <ul style="list-style-type: none"> a. employed by you under a contract of service or apprenticeship; b. hired to or borrowed by you; c. self-employed and working on a labour only basis under your control or supervision; d. engaged under a work experience or training scheme; e. a voluntary helper.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	Worldwide excluding USA\Canada.
Nuclear risks	<ul style="list-style-type: none"> a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; b. any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above; c. all operations carried out on any site or premises on which anything in (a) or (b) above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Personal injury	False arrest, detention, or imprisonment; malicious prosecution; wrongful entry into, or eviction of a person from, a room, dwelling or premises that they occupy; invasion of any rights of privacy.
Policy	This insurance document and the schedule, including any endorsements .
Pollution	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
Products	Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you .
Property damage	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.
Saturn	<p>Saturn (a trading name of Martello Professional Risks Limited) of Caveat House 14 Lovat Lane London EC3R 8DZ</p> <p>Underwriting Centre: Saturn House 130/132 High Street Chesham Bucks HP5 1EF</p> <p>Claims Centre: Caveat House 14 Lovat Lane London EC3R 8DZ</p>
Tool of trade	Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.
Terrorism	Terrorism means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto
Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
War Risks	War Risks means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

We / us / our

Royal & Sun Alliance plc St Marks Court Chart Way Horsham West Sussex RH12 1XL

You / your

The insured named in the schedule. Also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your** operations.

PUBLIC AND PRODUCTS LIABILITY INSURANCE

WHAT IS COVERED BY THIS SECTION

Claims against you If, as a result of **your business**, any party brings a claim against **you** for:

- a. **bodily injury** or **property damage** occurring during the **period of insurance**;
- b. **personal injury** or **denial of access** committed during the **period of insurance**,

we will indemnify **you** against the sums **you** have to pay as compensation.

This includes a claim against any employee or volunteer worker of **yours** when they are acting on **your** behalf in whatever capacity.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Claims against others

If, as a result of **your business**, any party brings a claim, which falls within (a) above, against **your** client or customer or a distributor of **your products** and **you** are liable for that claim, **we** will treat such claim as if made against **you** and make the same payment to the client, customer or distributor that **we** would have made to **you**, provided that the party to be indemnified:

- a. has not, in **our** reasonable opinion, caused or contributed to the claim against them;
- b. accepts that **we** can control the claim's defence and settlement in accordance with the terms of this section;
- c. has not admitted liability or prejudiced the defence of the claim before **we** are notified of it;
- d. gives **us** the information and co-operation **we** reasonably require for dealing with the claim.

Criminal proceedings

If any governmental, administrative or regulatory body brings any criminal action against **you** during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, **we** will pay the costs incurred with **our** prior written consent to defend such an action against **you** or any employee of **yours**.

WHAT IS NOT COVERED BY THIS SECTION

A. We will not make any payment for any claim or loss directly or indirectly due to:

Property for which you are responsible

1. loss of or damage to any property belonging to **you** or which at the time of the loss or damage is in **your** care, custody or control. This does not apply to:
 - a. employees' or visitors' vehicles or effects while on **your** premises;
 - b. premises, including their contents, which are not owned or rented by **you**, where **you** are temporarily carrying out **your business**;
 - c. premises rented to **you**, for loss or damage not insurable under property insurance policies and for which **you** would not be liable other than by the lease or other agreement.
2. the ownership, possession, maintenance or use by **you** or on **your** behalf of any aircraft or other aerial device, hovercraft, watercraft (other than hand propelled or sailing craft less than 20

feet in length in inland or territorial waters) or any mechanically propelled vehicles and their trailers.

This does not apply to:

- a. any **tool of trade**;
- b. the loading or unloading of any vehicle off the highway.

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| Injury to employees | 3. | bodily injury to any person arising out of and in the course of their employment under a contract of service or apprenticeship with you . |
| Pollution | 4. | <ol style="list-style-type: none">a. any pollution of buildings or other structures or of water or land or the atmosphere;b. any bodily injury or property damage directly or indirectly caused by pollution unless caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance;c. any pollution occurring in the United States of America or Canada. |
| Computer virus | 5. | transmission of a computer virus . |
| Professional advice | 6. | designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee. |
| Your products | 7. | the costs of repairing, reconditioning or replacing any product or any of its parts. |
| | 8. | <ol style="list-style-type: none">a. any of your products relating to aircraft, including missiles or spacecraft, and any ground support or control equipment used in connection with such products;b. any of your products installed in aircraft, including missiles or spacecraft, or used in connection with such craft, or for tooling used in their manufacture including ground-handling tools and equipment, training aids, instruction manuals, blueprints, engineering or other data, advice and services and labour relating to such craft or your products. |
| Deliberate or reckless acts | 9. | any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore which could reasonably be expected to cause injury or damage to another party even if such injury or damage is of a different degree or type than could reasonably have been anticipated. |
| Contracts | 10. | your liability under any contract which is greater than the liability you would have at law without the contract. |
| Date recognition | 11. | date recognition . |
| War Risks, terrorism and nuclear | 12. | war risks, terrorism or nuclear risks . |
| Asbestos | 13. | asbestos risks . |
| | B. | We will not make any payment for: |
| Restricted recovery rights | 1. | that part of any claim where your right of recovery is restricted by any contract. |
| Non-compensatory payments | 2. | finances and contractual penalties, punitive or exemplary damages. |
| Claims outside the Applicable courts | 3. | any claim, including arbitration, brought outside the Applicable Courts . This applies to proceedings in the Applicable Courts to enforce, or which are based on, a judgment or award from outside the Applicable Courts. |

HOW MUCH WE WILL PAY

We will pay up to the limit of indemnity shown in the schedule for each actual or threatened claim, unless limited below. We will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim our liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. You must pay the **excess** for each claim.

All claims which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim.

- Special limits**
- a. For claims arising from **your products**, the most we will pay is a single limit of indemnity for the total of all such claims. We will also pay for **defence costs** for those claims until the limit of indemnity has been exhausted. You must pay the relevant **excess** shown in the schedule.
 - b. For claims arising from **pollution**, the most we will pay is a single limit of indemnity for the total of all such claims and their **defence costs**, including any claims forming part of a series of other claims regarded as one claim under this section. You must pay the relevant **excess** shown in the schedule.
 - c. For claims brought in the United States of America or Canada, the most we will pay is a single limit of indemnity for the total of all such claims and their **defence costs**. You must pay the relevant **excess** shown in the schedule.
 - d. The most we will pay for the costs to defend criminal proceedings is the amount shown in the schedule. This applies to all actions brought against you during the **period of insurance**.

Paying out the limit of indemnity At any stage we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay **defence costs** already incurred at the date of our payment. We will then have no further liability for those claims or their **defence costs**.

EMPLOYERS' LIABILITY INSURANCE

WHAT IS COVERED BY THIS SECTION

Claims against you If any **employee** brings a claim against you for **bodily injury** caused to them during the **period of insurance** arising out of their work for you within, or while working temporarily outside, the **geographical limits**, we will indemnify you against the sums you have to pay as compensation.

The amount we pay will include **defence costs** but we will not pay costs for any part of a claim not covered by this section.

Criminal proceedings If any governmental, administrative or regulatory body brings any criminal action against you during the **period of insurance** for any breach of statute or regulation directly relating to any actual or potential claim under this section, we will pay the costs incurred with our prior written consent to defend such an action against you.

WHAT IS NOT COVERED BY THIS SECTION

A. We will not make any payment for:

1. Any claim or loss directly or indirectly due to:

Deliberate or reckless acts

a. any act, breach or omission you deliberately or recklessly commit, condone or ignore.

Offshore

b. any **bodily injury** caused to any of your employees while they are offshore. An **employee** is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.

Road traffic c. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where **you** are entitled to indemnity from any other source.

Claims outside the geographical limits 2. Any claim brought against **you** in any court, or legal proceedings in any country, outside the **geographical limits**. This also applies to proceedings in any court within the **geographical limits** to enforce, or which are based on, a judgment or award from outside the **geographical limits**.

HOW MUCH WE WILL PAY

We will pay up to the limit of indemnity shown in the schedule, unless limited below, for all claims and their **defence costs** which arise from the same accident or event.

Special limits a. The most **we** will pay for claims and their defence costs arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.

b. **We** will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against **you** during the **period of insurance**.

COMPULSORY INSURANCE CLAUSE

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.

POLICY CONDITIONS

The following conditions apply to this **policy**. However, **you** should pay particular attention to those headed **Change of circumstances**, **Due diligence** and **Premium payment** as **your** compliance with these conditions are precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of these conditions.

Basis of insurance Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**. All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

Change of circumstances **You** must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

Due diligence **You** must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

Premium payment **We** will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation **We** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining period.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

Multiple insureds	<p>The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p>
Aggregate limit	<p>Where this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under the policy during the period of insurance.</p> <p>If the period of insurance is continuous, the aggregate limit will apply to all relevant claims or losses covered under the policy during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>
Rights of third parties	<p>You and we are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>This policy does not cover any loss or claim where you would be entitled to be paid under any other insurance if this policy did not exist.</p>
Governing law	<p>Unless some other law is agreed in writing, this policy will be governed by the laws of England.</p>
Arbitration	<p>Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>

CLAIMS CONDITIONS

The following claims conditions apply to this **policy**. However, **you** should pay particular attention to those headed **Your obligations** and **Correcting problems** as **your** compliance with these conditions are precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of these conditions.

Your obligations	<p>We will not make any payment under this policy unless you:</p> <ol style="list-style-type: none"> a. notify Saturn promptly of any claim or threatened claim against you b. notify Saturn as soon as practicable of: <ol style="list-style-type: none"> i) your discovery that products are defective; ii) any threatened criminal action by any governmental, administrative or regulatory body c. give Saturn, at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy d. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; e. give Saturn all assistance which we may reasonably require to pursue recovery of amounts we may become liable to pay under this policy, in your name but at our expense. f. if, when dealing with your client your employee or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance, unless you had to give these details in negotiating a contract with your client or have our prior written agreement
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**Correcting
problems**

We will not make any payment for **products** claims if **you** fail to take reasonable steps to remedy or rectify, at **your** expense, any defect or failure in the goods or services **you** have supplied to a client, customer or distributor.

Fraud

If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **Saturn** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

CONTROL OF DEFENCE

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.