



LIABILITY INSURANCE

Policy



THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.

Royal & Sun Alliance Insurance plc (herein called the Insurers) and the Insured agree that

The Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one Document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

The Insurers will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurers shall agree to accept the premium

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

1 Applicable Courts

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

2 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

3 Bodily injury

Death, or any bodily or mental injury or disease of any person.

4 Business

Your business or profession as shown in the schedule.

5 Confiscation

Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

6 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.

7 Defence costs

Costs incurred with our prior written agreement to investigate, settle or defend a claim against you.

8 Denial of access

Nuisance, trespass or interference with any easement or right of air, light, water or way.

9 Employee

Any person working for you in connection with your business who is:

- 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.

10 Endorsement

A change to the terms of the policy.

11 Excess

The amount you must bear as the first part of each agreed claim.

12 Geographical limits

Worldwide excluding USA\Canada.

13 Nuclear risks

- 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.

14 Period of insurance

The time for which this policy is in force as shown in the schedule.

15 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.

16 Policy

This insurance document and the schedule, including any endorsements.

17 Pollution

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

18 Products

Any goods supplied to others which were sold, manufactured, repaired, installed, erected, altered, cleaned or treated by you.

19 Property damage

Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.

20 RSA

Martello Professional Risks Limited, a wholly owned subsidiary of Royal & Sun Alliance Insurance plc)

Underwriting Centre: Saturn House 130/132 High Street
Chesham Bucks HP5 1EF

Claims Centre: 200 St Vincent Street Glasgow G2 5SG Telephone
Number 0845 678 2772

21 Tool of trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

22 Terrorism

Terrorism shall mean acts of persons 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

23 Virus

A piece of unauthorised executable code which propagates itself through **your** computer system or network.

24 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

25 We / us / our

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

26 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

- I 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.

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
 - 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
 - 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 fines 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.

- 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**.

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.

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.

2 Claims outside the geographical limits

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 £5,000,000. 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

You or **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

The most **we** will pay is the relevant amount shown in the schedule.

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**.

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**.

Aggregate limit

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**.

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.

Rights of third parties

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.

Other insurance

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.

Governing law

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

Arbitration

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.

Data Protection

All personal information supplied by you will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the RSA Group of companies or our agents or subcontractors.

The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

How to contact the Data Protection Liaison Officer

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to

Data Protection Liaison Officer
RSA
Customer Relations Office
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

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

We will not make any payment under this **policy** unless **you**:

- a) notify **RSA** promptly of any claim or threatened claim against **you**
- b) notify **RSA** as soon as practicable of:
 - i) **your** discovery that **products** are defective;
 - ii) any threatened criminal action by any governmental, administrative or regulatory body
- c) give **RSA**, 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 **RSA** 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

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.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. If your complaint is not resolved or you are not happy with our response and the course of actions proposed, you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Tel: 0800 1076160
Fax: 01422 325146
e-mail: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Underwritten by
Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court,
Chart Way, Horsham, West Sussex RH12 1XL.
Authorised and regulated by the Financial Services Authority.