

LIABILITY INSURANCE

Policy wording



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Welcome

Welcome to the Insurance Corporation of the Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

Statutory Status – Important Notice to Insureds

Registered Insurer

Insurance Corporation of the Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission, and is also licensed and regulated by the Jersey Financial Services Commission and the Insurance and Pensions Authority in the Isle of Man.

Insurance Corporation of the Channel Islands Limited is a member of the RSA Group of Companies.

Compulsory Insurance (Employers' Liability) outside of Guernsey

In respect of any insurance under this Policy, required to meet legislation enacted in Great Britain and Northern Ireland, Jersey and the Isle of Man the registered insurer shall be:

Royal & Sun Alliance Insurance Ltd (no 93792), Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Royal & Sun Alliance Insurance Ltd is a member of the RSA Group of Companies.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance Policy is providing a fast, effective claims service.

Should you need to make a claim under your policy. Please contact your broker for advice in the first place. Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email icci.claims@insurancecorporation.com here.

In the event of an emergency outside normal business hours, please ring 07781 108739, where you will be able to speak to Channel Islands Adjusters, our preferred loss adjuster for large or emergency insurance claims.

(Please quote your Policy Number which can be found on your Schedule).

Your Liability Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Insurance Corporation of Channel Islands Ltd (ICCI).

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Insurance Corporation of Channel Islands Ltd acceptance of this risk is based on the information presented to Us being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

Any heading in this Policy is for ease of reference only and does not affect its interpretation.

Insurance Corporation of Channel Islands Ltd will provide the insurance described in this Policy (subject to the terms set out herein), for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and Insurance Corporation of Channel Islands Ltd shall agree to accept the premium.

This Policy may be cancelled:

- A) by Us giving 30 days' notice in writing to you at your last known address,
- B) by You giving 30 days' notice in writing to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.

For and on behalf of Insurance Corporation of Channel Islands Ltd.



Mark Marshall
Managing Director, Insurance Corporation of the Channel Islands

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the General Conditions/Claims Conditions pages of this Policy. It is important that you comply with all Policy conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the General Conditions/Claims Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury or damage
- Details of the injury or damage together with claim value if known

This information will enable us to make an initial evaluation on Policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

Liability Insurance

Policy Conditions

Observance

It is a requirement of the Insurer, that the following conditions apply to all sections of the Policy, except so far as is necessary to comply with the requirements of any legislation enacted in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to Employees.

Failure to comply with Conditions 1 and 2 will result in a claim being rejected or settlement reduced unless the Insurer considers such non-compliance to be immaterial to the loss.

1 Reasonable Precautions

The Insured at their own expense shall:

- A) take reasonable precautions to prevent any circumstances or to cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant and vehicles in a sound condition,
- B) as soon as reasonably practical after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such reasonable additional precautions to be taken as the circumstances may require.

2 Action by the Insured

The Insured at their own expense shall without undue delay give to the Insurer notice with full particulars of any claim or circumstances which may give rise to a claim regardless of the Insured's Contribution.

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Insurer without undue delay on receipt.

Written notice shall also be given without undue delay by the Insured to the Insurer immediately the Insured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy.

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer which shall be entitled to take over the absolute control and conduct in the name of the Insured the negotiation proceeding defence or settlement of any claim or to prosecute any claim in the name of the Insured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Insured shall give all such assistance as the Insurer may reasonably require.

3 Adjustment

If any part of the Premium or Renewal Premium is based on estimates provided by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall allow the Insurer to inspect such record.

The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Insurer may require.

The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to the Insured.

4 Contribution

Other than in respect of Extension 5 to Section 2 if at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the indemnity will not apply except in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected.

Where a claim includes the defence of criminal proceedings brought or in an appeal against conviction, the Insurer will not pay the costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy cover would have been provided by such insurance.

5 Non Payment – Consumer Credit Termination

The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments due under any linked loan agreement or payment schedule.

6 Economic, Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition.

If any such Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known address.

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding.

For the purposes of this Clause Prohibition shall mean any economical financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this Policy is issued or would otherwise provide cover.

7 Legal Representation

Where the Insurer provides its consent to indemnify the Insured in respect of the costs of legal representation in relation to any matter which may form the subject of a claim for indemnity the Insured is free to choose a suitably qualified legal representative in respect of a claim for indemnity under Section 3 (Legal Defence Costs).

The Insurer will choose an appropriate representative (be it solicitor or otherwise) to act on the Insured's behalf, in respect of a claim for indemnity under all other Sections.

The Insurer will provide the Insured with details of the nominated appropriate representative prior to the representative's instruction.

In the event that the Insured wishes to appoint its own representative the Insured shall provide prior notification of its intention to do so and seek the Insurer's written consent.

The Insured agrees that in respect of its proposed representative:

- 1) the hourly rate (or such other fee basis as the case may be) to apply and
- 2) the terms and conditions of such appointment,

shall be subject to the Insurer's prior approval.

In the event of a dispute regarding the amount of legal costs incurred by the Insured's representative the Insured agrees that the Insurer will have the option to audit any files for the purpose of assessing the costs claimed.

8 Arbitration (applicable in respect of Section 3 Legal Defence Costs only)

Any dispute between the Insured and the Insurer in respect of Section 3 (Legal Defence Costs) may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties.

Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society Bar Council or professional body within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in the Insurer's favour the Insured's costs shall not be recoverable under this Policy.

Section 1 – Employers' Liability

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The insurance provided by Section 1 is on a costs inclusive basis whereby the costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written approval) of any Person Entitled to Indemnity are included within the Limit of Indemnity stated in the Schedule.

The Insurance Provided

The Insurer will provide indemnity to any Person Entitled to Indemnity:

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during the Period of Insurance
 - A) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - or
 - B) while temporarily outside these territories

arising out of and in the course of employment, by the Insured, in the Business.
- 2 in respect of:
 - A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim,
 - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death,
 - C)
 - i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section including the defence of any criminal proceedings brought against the Insured director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974(including as applied to the Isle of Man)or the Health and Safety at Work (Northern Ireland) Order 1978, or 1978 or Health & Safety at Work (General) (Guernsey) Ordinance, 1987 or Health and Safety at Work (Jersey) Law, 1989,
 - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success.
 - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy,

incurred with the Insurer's prior written approval.

General Provisions

Provided that in respect of any one Event:

- 1 the total amount payable under this Section (including all Extensions Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity,
 - 2 The Limit of Indemnity being:

£10,000,000 in respect of any one Event, excluding liability arising directly or indirectly out of Terrorism,

£5,000,000 in respect of any one Event arising directly or indirectly out of Terrorism.
 - 3 The Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of The Insurer the claims arising out of such Event can be settled,
- The Insurer will then relinquish control of such claims and be under no further liability in respect thereof.
- 4 the total amount payable by The Insurer in respect of all damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under the Policy on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated above.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely The Insurer and the Insured.

Extensions to Section 1

(each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgments

In the event of a judgment for damages being obtained:

- A) by any Employee or the personal representatives of any Employee in respect of Injury of the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business.
- B) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

in any court situate in the territories specified in B) above and

- C) remaining unsatisfied in whole or in part six months after the date of such judgment,

at the request of the Insured the Insurer will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- A) there is no appeal outstanding,
- B) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Insurer.

2 Compensation for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required.

- | | |
|---|------|
| A) any Director or partner of the Insured | £750 |
| B) any Employee | £500 |

3 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands from the date of creation or acquisition,

Provided that:

- A) the activity of such company falls within the Business description stated in the Schedule,
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Insured's annual turnover as declared to the Insurer at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser,
- C) the Insured shall submit full claims and underwriting information to the Insurer within 60 days after such new creation or acquisition,

the Insurer shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

Exclusions to Section 1

The indemnity will not apply to legal liability:

1 Radioactive Contamination

of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 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,

where such legal liability is:

- 1) that of any principal
- 2) accepted under agreement and would not have attached in the absence of such agreement.

2 Road Traffic Legislation

in respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union.

3 Fines or Penalties

For:

- A) fines or penalties,
- B) the costs of appeal against any improvement or prohibition notices,
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

Section 2 – Public/Products Liability

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

The Insurer will provide indemnity to any Person Entitled to Indemnity:

1 up to the Limit of Indemnity against legal liability for damages in respect of:

- A) accidental Injury of any person,
- B) accidental loss of or damage to Property,
- C) nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission,
- D) wrongful arrest or false imprisonment,

happening during the Period of Insurance, in connection with the Business.

2 in respect of:

- A) claimants costs and expenses which the Insured is legally liable to pay in connection with any claim
- B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
- C) i) costs of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in Injury which may be subject of indemnity under this Section, including the defence of any criminal proceedings brought against the Insured, director or partner or Employee of the Insured for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or an offence of corporate manslaughter or corporate homicide or a breach of the Health and Safety at Work etc Act 1974 (including as applied to the Isle of Man) or the Health and Safety at Work (Northern Ireland) Order 1978 or Health & Safety at Work (General) (Guernsey) Ordinance, 1987 or Health and Safety at Work (Jersey) Law,1989.
- D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Policy,

incurred with the Insurer's prior written approval.

General Provisions

Provided that in respect of:

- A) any one Event,
- B) all Events happening during the Period of Insurance in respect of products supplied,
- C) all incidents considered by the Insurer to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or of land or of the atmosphere.

The following shall apply:

- 1) the total amount payable by the Insurer in respect of 1 above and all Extensions Additional Clauses and Memoranda shall not exceed the Limit of Indemnity,
- 2) the Insured's Contribution will be payable before the Insurer shall be liable to make payment,
- 3) the Insurer may at any time pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which at the absolute discretion of the Insurer the claims arising out of such Event can be settled,

The Insurer will then relinquish control and be under no further liability in respect of such claims except for costs and expenses for which the Insurer may be responsible prior to the date of such payment,

- 4) where the Insurer is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity,
- 5) the total amount payable by the Insurer in respect of all damages arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Persons Entitled to Indemnity having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule,

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurer and the Insured both as defined herein.

- 6) in respect of claims happening or where a claim is brought in North America all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written approval) of any Person Entitled to indemnity are included within the Limit of Indemnity stated in the Schedule.

The Limit of Indemnity being:

£2,000,000 in respect of any one Event,

£2,000,000 in respect of all Events happening during the Period of Insurance in respect of products supplied,

£2,000,000 in respect of all incidents considered by the Insurer to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere.

Extensions to Section 2

(each of which is subject otherwise to the terms of this Policy)

1 Advertising Injury

The Insurer will indemnify the Insured in respect of legal liability for Advertising Injury committed during the Period of Insurance.

This Extension shall not apply in respect of:

- A) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission,
- B) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension,
- C) Advertising Injury where indemnity is provided by any other insurance,
- D) Advertising Injury arising out of a breach of contract except an implied contract to use another's advertising idea,
- E) Advertising Injury arising out of the failure of goods products or services to conform with any statement of quality or performance,
- F) Advertising Injury arising out of the wrong description of the price of goods products or services,
- G) Advertising Injury committed by an Insured whose Business is any of the following:
 - a) advertising broadcasting publishing or telecasting,
 - b) designing or determining the content of web-sites for others,
 - c) providing an internet search access content or service provider.
- H) Advertising Injury arising out of electronic bulletin boards or chatrooms that the Insured hosts owns or exercises control over.

2 Automatic Acquisitions

The indemnity provided by this Policy shall apply in respect of any new or acquired company within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands from the date of creation or acquisition.

Provided that:

- A) the activity of such Insurer falls within the Business description stated in the Schedule,
- B) the new creation or acquisition does not have an annual turnover in excess of 10% of the Insured's annual turnover as declared to the Insurer at the beginning of the Period of Insurance or £10,000,000 whichever is the lesser,
- C) the Insured shall submit full claims and underwriting information to the Insurer within 60 days after such new creation or acquisition,

the Insurer shall have the right to make any additional charges or changes in terms in respect of such new creation or acquisition.

3 Clean Up Costs

In the event of a Sudden Pollution or Contamination Incident the Insurer will provide indemnity to any Person Entitled to Indemnity in respect of:

- 1 Clean Up Costs arising solely under a statutory provision that operates in any part of Great Britain Northern Ireland the Channel Islands or the Isle of Man,
- 2
 - i) costs and expenses in relation to any matter which may form the subject of Indemnity under is Extension incurred with the Insurer's prior written approval,
 - ii) costs and expenses incurred with the Insurer's prior written approval in any appeal against any statutory notice served or to be served upon the Insured by any enforcing authority for any enforcement action which would be the subject of indemnity under this Extension if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success.

The indemnity provided by this Extension shall not exceed the Limit of Liability and will not apply to costs (including Clean Up Costs):

- A) incurred in achieving any improvement betterment or alteration in any original property,
- B) for remedial action carried out or in relation to property which at the time of the Sudden Pollution or Contamination Incident giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured,
- C) incurred in relation to the reinstatement reintroduction or provision of any living organism or natural habitat,
- D) arising out of a genetically modified organism,
- E) comprising of the first 10 per cent of any one Sudden Pollution or Contamination Incident subject to a minimum contribution by the Insured of £2,500 and a maximum contribution of £25,000,
- F) arising solely from the Insureds liability under legislation operating in any part of Great Britain Northern Ireland which implements Directive 2004/35/EC on environmental liability with regard to the prevention and remedying of environmental damage including the Environmental Damage (Prevention and Remediation) Regulations 2009,
- G) for incidents happening in North America or where a claim is brought in North America.

Provided that:

- 1) all costs covered under 1 and 2 above will form part of and not exceed the Limit of Indemnity shown in the Schedule for all incidents considered by the Insurer to have occurred during the Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere,
- 2) the total amount payable under this Extension shall not exceed £250,000.

4 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to indemnity under this Policy the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| A) any Director or partner of the Insured | £750 |
| B) any Employee | £500 |

5 Contingent Motor Liability

Notwithstanding Exclusion 9A) the Insurer will provide indemnity to the Insured against legal liability for Injury or loss of or damage to Property, arising out of the use in the course of the Business, by any Employee of any Vehicle not the property of nor provided by the Insured.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle,
- B) in respect of which the Insured is entitled to indemnity under any other insurance,
- C) arising out of use of any Vehicle whilst Airside.

Exclusion 7 shall not apply to this Extension.

6 Cross Liabilities

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each.

Provided that the total amount payable in respect of damages, shall not exceed the Limit of Indemnity stated in the Schedule.

7 Data Protection Act

The Business will provide an indemnity to the Policyholder and if the Policyholder so requests any Employee or director or partner of the Policyholder against legal liability to pay damages for damage or distress as described in U.K. Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation or equivalent legislation in the Channel Islands in respect of any of the foregoing

The Company will also pay claimant's costs and expenses which the Policyholder is legally liable to pay in connection with any claim incurred with the Company's prior written approval

Provided that the Policyholder has paid the appropriate fee under the Data Protection (Charges and Information) Regulations 2018 or equivalent legislation in the Channel Islands or is exempt from doing so

This Extension shall not apply in respect of:

- A) the payments of fines or penalties,
- B) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data,

- C) liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Policyholder or any other person having regard to the nature and circumstances of such act or omission
- D) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension,
- E) legal liability where indemnity is provided by any other insurance or elsewhere in this Policy

8 Defective Premises Act

The Insurer will provide indemnity in respect of legal liability for Injury or loss of or damage to Property incurred by virtue of the provisions of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

The indemnity will not apply to legal liability:

- A) for the costs of remedying any defect or alleged defect in premises disposed of by the Insured,
- B) for the costs of remedying the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials,
- C) to the extent that indemnity is provided from any other source.

9 Excess Motor Liability

Notwithstanding Exclusion 9 A) the Insurer will provide indemnity to the Insured against legal liability for damage to Property for any amount in excess of the amount payable under any motor insurance where liability arises out of the use by any Person Employed or Director of the Insured of any of the Insured's Vehicles.

Provided that:

- A) the indemnity provided shall only apply in excess of GBP 5,000,000 or the amount payable under any motor insurance whichever is the greater,
- B) the indemnity provided shall in addition be subject to the same terms conditions and warranties as the underlying motor insurance,
- C) the Limits of Indemnity contained in the Schedule shall be reduced by an amount equal to the indemnity recoverable by the Insured under the underlying motor insurance.

The indemnity will not apply to legal liability:

- A) in respect of loss of or damage to such Vehicle or to property within the Vehicle,
- B) in respect of which the Insured is entitled to indemnity under any other insurance,
- C) arising out of use of any Vehicle whilst Airside,
- D) arising directly or indirectly out of Terrorism.

10 Legionellosis

Notwithstanding Exclusion 10 the Insurer will provide indemnity to the Insured in respect of legal liability for accidental Injury caused by Legionellosis arising out of the Business:

Provided that:

- 1) all claims arising out of the same isolated repeated or continuing incidence of Legionellosis shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place,
- 2) all costs covered under this Extension will form part of and not exceed the Limit of Indemnity of £1,000,000 for all incidents considered by the Insurer to have occurred during the Period of Insurance, in respect of pollution or contamination of buildings or other structures or of water or land or the atmosphere.

11 Legionellosis run off cover

The Insurer will provide indemnity up to £1,000,000 in respect of Injury caused by Legionellosis arising out of the Business happening prior to the inception date of this Policy.

Provided that the Insurer shall not be liable for claims:

- A) where indemnity is provided by any other insurance,
- B) known to the Insured or any other Person Entitled to Indemnity prior to inception of this insurance,
- C) notified under any other Policy which was in force prior to the inception of this insurance which might be reasonably expected to give rise to a claim.

12 Member to Member Liability

The Insurer will provide indemnity to any member of the Insured's social sports or welfare organisations while engaged in such social sports or welfare activities.

Provided that:

- A) such member is not entitled to indemnity under any other Policy and
- B) such member shall observe and be subject to the terms of this Policy so far as they can reasonably apply.

13 Overseas Personal Liability

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability in respect of Injury or loss of or damage to Property incurred in a personal capacity while temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business.

The indemnity will not apply:

- A) to legal liability arising out of the ownership or occupation of land or buildings,
- B) where indemnity is provided by any other insurance.

14 Unauthorised Movement of Vehicles

The Insurer will indemnify the Insured in respect of legal liability for Injury or loss of or damage to Property, arising from or in connection with any Vehicle not the property of nor provided by the Insured, that is causing an obstruction and interfering with the Business and is moved by any Person Employed or Director of the Insured.

The indemnity will not apply:

- A) where indemnity is provided by any motor insurance contract or where insurance or security is required by law,
- B) in respect of Injury or loss of or damage to Property caused by any Vehicle being moved whilst Airside.

15 Vendor's Liability

The Insurer will provide indemnity to the Vendor in respect of legal liability for accidental Injury or accidental loss of or damage to Property arising out of the sale or distribution by such Vendor of the any of the Insured's products.

The indemnity will not apply to legal liability:

- A) arising out of the unauthorised sale or distribution of the Insured's products,
- B) arising out of the issuance of any express warranty by the Vendor which has not been authorised by the Insured,
- C) arising out of the Vendor intentionally changing the physical or chemical make-up of the Insured's products,
- D) arising out of repacking or repackaging by the Vendor unless unpacked or unpackaged solely for the purpose of inspection demonstration testing or the substitution of parts under instruction from the Insured and then repacked or repackaged in the original container or packaging,
- E) arising out of failing to carry out such inspections adjustments tests or service as the Vendor has agreed to or normally would carry out in the usual course of the business in connection with the distribution or sale of the Insured's products,
- F) arising out of demonstration installation service or repair by the Vendor of the Insured's products except such operations carried out at the Vendor's premises in connection with the sale of the Insured's products,
- G) arising out of labelling re-labelling or using the Insured's products as a container part or ingredient of any other thing or substance,
- H) incurred by persons or organisations from whom the Insured has acquired the Insured's products,
- I) assumed by the Vendor under any contract or agreement except to the extent that such liability would have attached in the absence of such contract or agreement,
- J) arising out of the sale or distribution of the Insured's products other than by the Vendor,
- K) arising out of the ownership or occupation of any premises by the Vendor,
- L) arising out of any unauthorised advice or specification by the Vendor in connection with any of the Insured's products,
- M) arising out of the failure by the Vendor, to maintain the Insured's products in a merchantable condition.

Exclusions to Section 2

The indemnity will not apply to legal liability:

1 Aircraft Products

arising from Aircraft Products.

2 Airside

arising out of work undertaken Airside.

3 Asbestos in North America

of whatsoever nature, directly or indirectly caused by or contributed to, or occurring due to the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials or the release of Asbestos Dust happening in North America or where a claim is brought in North America.

4 Asbestos Removal Costs

for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials.

5 Breach of Professional Duty

arising out of or in connection with any breach of professional duty.

6 Employers' Liability

for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business.

7 Fear of Asbestos

for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos, Asbestos Dust, or Asbestos Containing Materials.

8 Fines or Penalties

For:

fines or penalties,

the costs of appeal against any improvement or prohibition notices,

fees for intervention payable under the Health and Safety Fees (Regulations) 2012,

compensation ordered or awarded by a Court of Criminal Jurisdiction,

aggravated exemplary or punitive damages awarded by any court outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

9 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to indemnity of any:

- A) Vehicle other than legal liability arising out of:
 - I) the use of plant as a tool of trade on site,
 - II) the use of plant at the premises of the Insured,
 - III) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law.

- B) aircraft or other aerial device,
- C) aero-spatial device,
- D) hovercraft or hydrofoil,
- E) water-borne vessel or craft other than:
 - I) hand propelled or sailing craft in inland or territorial waters,
 - II) craft used for business entertainment within inland or territorial waters.

10 Pollution or Contamination

caused by or arising out of pollution or contamination of buildings or other structures or of water or of land or the atmosphere:

- A) happening in North America or where a claim is brought in a court of law in North America,
- B) happening anywhere in the world other than North America unless caused by a Sudden Pollution or Contamination Incident.

11 Product Defects and Recall

- A) Damage to any product supplied or contract work executed by the Insured caused by any defect therein or the harmful nature or unsuitability thereof for its intended purpose,
- B) for the costs of recall, removal, repair, alteration, replacement or reinstatement of any product supplied or contract work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose.

12 Professional Liability

arising from or in connection with:

- A) advice,
- B) design,
- C) specification,

provided for a fee by the Insured.

13 Property in the Insured's Custody or Control

for or arising from loss of or damage to any Property which at the time of the Event giving rise to such liability is owned by or held in trust by or in the custody or control of the Insured other than:

- A) Employees' directors' or visitors' personal effects including vehicles and their contents,
- B) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business,
- C) premises and their fixtures and fittings leased or rented to the Insured unless such legal liability,
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement,
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

14 Property Worked Upon

Damage to that part of any Property upon which the Insured is or has been working where such loss or damage is the direct result of such work.

15 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 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.

16 War and Allied Risks

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

Section 3 – Legal Defence Costs

THIS SECTION DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE

Where Injury of any person or loss of or damage to Property has not occurred or where the Insurer ceases to have an interest in the outcome of the proceedings under any other Section insured under this Policy the Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured up to a Limit of Indemnity of £250,000

- A) legal costs and other expenses incurred with the Insurer's prior written approval,
- B) costs awarded against the Insured or any director partner or Person Employed,

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success relating to an offence alleged to have been committed during the Period of Insurance in the course of the Business but only in respect of proceedings brought as stated in Part A and B below:

Part A

In respect of a breach of:

- 1) the Health and Safety at Work etc. Act 1974 (including as applied to the Isle of Man) or the Health and Safety at Work (Northern Ireland) Order 1978, or Health & Safety at Work (General) (Guernsey) Ordinance, 1987 or Health and Safety at Work (Jersey) Law, 1989, where the proceedings relate to the health safety and welfare of any Person Employed director or partner of the Insured,
- 2) the Corporate Manslaughter and Corporate Homicide Act 2007.

Part B

In respect of a breach of:

- 1) the Health and Safety at Work etc. Act 1974 (including as applied in the Isle of Man) or the Health and Safety at Work (Northern Ireland) Order 1978, 1978 or Health & Safety at Work (General) (Guernsey) Ordinance, 1987 or Health and Safety at Work (Jersey) Law, 1989, where the proceedings relate to the health safety and welfare of any person other than a Person Employed director or partner of the Insured,
- 2) Part II of the Consumer Protection Act 1987 (including as applied to the Isle of Man) or The Supply of Goods and Services (Jersey) Law 2009,
- 3) Part II of the Food Safety Act 1990 or Food Information Regulations 2014(FIR),
- 4) the Corporate Manslaughter and Corporate Homicide Act 2007.

Provided that in respect of Part **A** and **B**:

- 1) the indemnity will not apply:
 - A) to fines or penalties of any kind,
 - B) to the costs of appeal against any improvement or prohibition notices,
 - C) to fees for intervention payable under the Health and Safety Fees (Regulations) 2012,
 - D) where indemnity is provided by any other insurance,
 - E) to proceedings consequent upon any deliberate act or omission by:
 - 1) the Insured
 - 2) any partner or director of the Insured
 - 3) any Employee with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section,
 - F) to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos, Asbestos Dust or Asbestos Containing Materials.
- 2) the Insurer may at any time pay the Limit of Indemnity (less any sums already paid) or any less amount for which at the absolute discretion of the Insurer the claims arising can be settled but including any amount for which the Insurer may be responsible prior to the date of such payment.

The Insurer will then relinquish control of such claims and be under no further liability in respect thereof.
- 3) where the Insurer is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.
- 4) the Insurer shall pass notification to an independent third party service provider with whom the Insurer has an agreement which shall thereafter administer claims settlement the Insurer's behalf.

Section 4 – Financial Loss

THIS SECTION ONLY APPLIES IF SHOWN AS INSURED IN THE SCHEDULE

The insurance provided by Section 4 is on a claims made basis with the costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written approval) of any Person Entitled to Indemnity included within the Limit of Indemnity stated in the Schedule.

The Insurer will provide indemnity to any Person Entitled to Indemnity:

- 1) against legal liability incurred in connection with the Business for damages in respect of financial loss arising out of any claim which is:
 - A) first made in writing to the Insured (or any other Person Entitled to Indemnity under this Policy during the Period of Insurance

and

 - B) notified to the Insurer
 - 1) during
 - or
 - 2) within thirty days after expiry of the same Period of Insurance.
- 2) against legal liability, for claimant's costs and expenses, in connection with 1 above,
- 3) in respect of
 - A) i) of legal representation at proceedings in any court arising out of any alleged breach of statutory duty resulting in financial loss which may be subject of indemnity under this Section,
 - ii) costs and expenses of legal representation at any appeal against conviction if in opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success,

where the Insurer has an interest in the outcome of the proceedings.

- B) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above incurred by the Insurer or with the Insurer's prior written approval.

Provided that:

- 1) the financial loss is sustained within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- 2) the total amount payable under this Section (including all Extensions, Additional Clauses and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule.
- 3) the Insured's Contribution will be payable before the Insurer shall be liable to make payment.
- 4) the Insurer may at any time pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which at the absolute discretion of the Insurer the claim or claims can be settled.

The Insurer will then relinquish control and be under no further liability of such claim or claims.

- 5) the total amount payable by the Insurer in respect of all damages costs and expenses arising out of all claims during the Period of Insurance irrespective of the number of such claims and irrespective of the number of Persons Entitled to Indemnity having claims under this Policy shall not exceed the appropriate Limit of Indemnity stated in the Schedule.

For the purposes of the Limit of Indemnity all of the Persons Entitled to Indemnity under this Policy shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely the Insurer and the Insured.

Extensions to Section 4

(each of which is subject otherwise to the terms of this Policy)

1 Compensation for Court Attendance

In the event of any of the following persons attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to Indemnity under this Policy the Insurer will provide compensation to the Insured at the following rates per day for each day on which attendance is required:

- | | |
|---|------|
| A) any Director or partner of the Insured | £750 |
| B) any Employee | £500 |

2 Cross Liabilities

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each.

Provided that, the total amount payable in respect of damages costs and expenses, shall not exceed the Limit of Indemnity stated in the Schedule.

Exclusions to Section 4

The indemnity will not apply to legal liability:

1 Advice Design or Specification

arising from or in connection with:

- A) advice
- B) design
- C) specification

2 Asbestos

of whatsoever nature directly or indirectly caused or contributed to or occurring by:

- A) the presence of Asbestos, Asbestos Dust or Asbestos Containing Materials,
- B) the release of Asbestos Dust,
- C) the exposure of persons buildings or property to Asbestos, Asbestos Dust or Asbestos Containing Materials.

3 Competition or Anti-Trust Laws

arising out of any breach or alleged breach of anti-trust laws.

4 Contractual Liability

any liability assumed under any contract or agreement except to the extent that liability would have attached in the absence of such contract or agreement.

5 Defamation or Intellectual Property Rights

arising out of any defamation, injurious falsehood, passing off or infringement of any Intellectual Property Rights.

6 Deliberate Act or Omission

arising out of any deliberate act or omission, by the Insured or partner or director of the Insured.

7 Diminution in Value

for the diminution of the value of any property.

8 Electronic Risk and Data

arising directly or indirectly from or out of:

- A) the transmission or impact of any Virus,
- B) any unauthorised access to a System,
- C) interruption of or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication,
- D) Failure of a System,
- E) Damage to Data including but not limited to:
 - 1) loss of destruction or corruption of Data whether in whole or in part,
 - 2) unauthorised appropriation use access to or modification of Data,
 - 3) unauthorised transmission of Data to any third party,
 - 4) misinterpretation use or misuse of Data,
 - 5) operator error.

9 Employment-Related Practices

for financial loss of whatsoever nature, directly or indirectly resulting from Employment Related Practices.

10 Fines or Penalties

for

- A) fines or penalties
- B) compensation ordered or awarded by a Court of Criminal Jurisdiction
- C) the costs of appeal against any improvement or prohibition notices
- D) fees for intervention payable under the Health and Safety Fees (Regulations) 2012

11 Fraud

arising out of any act of fraud or dishonesty by the Insured or partner or director of the Insured.

12 Injury Damage Nuisance Trespass or Interference

in respect of

- A) Injury of any person
- B) loss of or damage to Property
- C) nuisance trespass or interference with any easement right of air light water or way
- D) wrongful arrest or false imprisonment

13 Mechanical Vehicles

arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of any:

- A) Vehicle other than legal liability arising out of:
 - 1) the use of plant as a tool of trade on site
 - 2) the use of plant at the premises of the Insured
 - 3) the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance security is required by law,

- B) aircraft or other aerial device,
- C) aero-spatial device,
- D) hovercraft or hydrofoil,
- E) water-borne vessel or craft.

14 Person Employed

for financial loss sustained by any Person Employed arising out of and in the course of employment by the Insured in the Business.

15 Product Recall

for the costs of recall removal repair alteration replacement or reinstatement of any product supplied or contract work executed by the Insured necessitated by any known or suspected defect therein or the unsuitability thereof for its intended purpose.

16 Radioactive Contamination

Damage and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 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.

17 Retroactive Liability

arising out of any cause happening before the Retroactive Date.

18 Statutory Authorities

to any statutory authority arising out of the enforcement of statutory requirements or performance of statutory duties.

19 Storage or Processing of Computer Data

for financial loss arising from any reciprocal arrangement for the storage or processing of computer data or use of computer facilities.

20 Strikes or Labour Disturbances

arising out of or in connection with any delays strikes or labour disturbances.

21 Territorial Limits

for financial loss sustained outside Great Britain Northern Ireland the Channel Islands or the Isle of Man.

22 War and Allied Risks

Damage and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

Definitions (Sections 1–4)

1 Advertising Injury

Advertising Injury shall mean:

- A) oral or written publication of material in any manner that slanders libels or defames a person's or organisation's goods products or services,
- B) oral or written publication of material in any manner that infringes a person's legal right to privacy,
- C) the use of another's advertising idea,
- D) infringement of copyright trade dress or slogan,

committed in the course of advertising the Insured's goods, products or services.

2 Aircraft Products

Aircraft Products shall mean aircraft or any aerial device (including missiles or spacecraft) and any other goods or products manufactured, sold, handled or distributed or services provided or recommended by the Insured or by others trading under their name for use in the manufacture repair operation maintenance or use of any aircraft or aerial device.

3 Airside

Airside shall mean that part of any airport airfield or military installation provided for:

- A) the take-off or landing of aircraft or the movement of aircraft on the ground,
- B) aircraft parking including any associated service roads, refuelling areas, ground equipment, parking areas, aprons, maintenance areas and hangars.

4 Asbestos

Asbestos shall include crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

5 Asbestos Containing Materials

Asbestos Containing Materials shall mean any material containing Asbestos or Asbestos Dust.

6 Asbestos Dust

Asbestos Dust shall mean fibres or particles of Asbestos.

7 Business

Business shall mean that which is specified in the Schedule and conducted solely from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man and shall include:

- A) the ownership repair and maintenance of the Insured's own property,
- B) the provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed,

- C) fire and security services maintained solely for the protection of premises owned or occupied by the Insured,
- D) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured,
- E) the provision of car parks,
- F) the provision of sponsorship of events and sponsorship of individuals,
- G) repair or servicing of vehicles other than on a commercial basis,
- H) attendance at or participation in trade fairs shows and exhibitions by any Employee or Director in connection with their employment,
- I) former activities of the Insured as declared and agreed by the Insurer,

but in respect of Section 1 shall not include any work undertaken Offshore.

8 Clean Up Costs

Clean up costs shall mean the costs reasonably incurred by:

- A) a government agency or regulatory body,
- B) the Insured with the written consent of the Insurer where a government agency or regulatory body would have required remediation,

in each case in carrying out action to curtail or minimise or remediate a Sudden Pollution or Contamination Incident in respect of which the Insured is legally responsible.

9 Data

Data shall mean information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware.

10 Employee

Employee shall mean any individual under a contract of service or apprenticeship with the Insured.

11 Employment Related Practices

Employment Related Practices shall mean any error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly committed or attempted by the Insured in connection with any actual or alleged:

- A) unlawful or unfair dismissal discharge or termination of employment,
- B) breach of any written or oral employment contract or quasi-employment contract,
- C) employment-related misrepresentation,
- D) breach of the Equality Act 2010,
- E) violation or non-compliance with legislation regulating working hours,
- F) failure to employ or promote,

- G) demotion,
- H) discipline,
- I) deprivation of a career opportunity,
- J) failure to grant tenure,
- K) failure to adopt adequate workplace or employment policies and procedures,
- L) retaliatory treatment of whistle-blowers and others,
- M) negligent evaluation,
- N) employment-related invasion of privacy,
- O) employment related breach of data protection legislation,
- P) employment related libel slander humiliation and defamation,
- Q) failure to furnish job references or accurate job references,
- R) employment related infliction of mental anguish or emotional distress.

12 Event

Event shall mean one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

13 Failure of a System

Failure of a System shall mean the complete or partial failure or inability whether in terms of availability functionality including performance or otherwise of a System whether or not owned by the Insured, to operate at any time as desired as specified or as required in the circumstances of the Insured's business activities.

14 Injury

Injury shall mean

Sections 1 and 3 (Part A)

bodily injury death disease or illness.

Sections 2 and 3 (Part B) and 4

bodily injury mental injury death disease or illness.

15 Insured

The legal entity insured by this Policy as shown in the schedule

16 Insurer

shall mean Insurance Corporation the Channel Islands Limited except in respect of compulsory insurance in the UK where the Insurer shall mean Royal & Sun Alliance Insurance Ltd.

17 Insured's Contribution

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay in respect of damages costs and expenses

18 Intellectual Property Rights

Intellectual Property Rights shall mean any patent trade mark copyright registered design technical or commercial information or other intellectual property.

19 Microchip

Microchip shall mean a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

20 North America

North America shall mean the United States of America or Canada or any other territory within the jurisdiction of either such country.

21 Offshore

Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

22 Person Employed

Person Employed shall mean any of the following while under the direct control and supervision of the Insured and while working for the Insured in connection with the Business:

- A) Employee,
- B) labour master and persons supplied by them,
- C) individuals employed by labour only sub-contractors,
- D) self-employed person (not being in partnership with the Insured),
- E) individual hired to or borrowed by the Insured,
- F) individual undertaking study or work experience while under the supervision of the Insured,
- G) person working under the Community Offender Act 1978 or similar legislation,
- H) prospective employees being assessed by the Insured as to their suitability for employment,
- I) voluntary worker helper or instructor.

23 Person Entitled to Indemnity

Person Entitled to Indemnity shall mean:

- A) the Insured,
- B) the personal representatives of the Insured in respect of legal liability incurred by the Insured,
- C) at the request of the Insured the Insurer will also indemnify the following within the terms and conditions of the Policy:
 - 1) any principal,
 - 2) any director or partner of the Insured,
 - 3) any Person Employed,

against legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured.

- 4) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided,
- 5) any director or partner of the Insured or Employee in respect of private work undertaken by any Person Employed for such director partner or Employee with the prior consent of the Insured,

each of whom shall as though the Insured be subject to the terms of this Policy so far as they can apply.

24 Property

Property shall mean material property but shall not include Data.

25 Sudden Pollution or Contamination Incident

Sudden Pollution or Contamination Incident shall mean pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man during the Period of Insurance.

Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place.

26 System

System shall include computers other computing and electronic equipment linked to computer hardware, electronic data processing equipment, Microchips and anything which relies on a Microchip for any part of its operation.

27 Terrorism

Terrorism shall mean acts of persons acting on behalf of or in connection with any 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 other government de jure or de facto.

28 Vehicle

Vehicle shall mean any mechanically propelled vehicle (including any machinery or apparatus which is attached thereto).

29 Vendor

Vendor shall mean any person or organisation who undertakes in the normal course of their business to distribute or sell the Insured's product.

30 Virus

Virus shall mean programming code or series of instructions designed to achieve an unexpected unauthorised undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto.

Customer Service

At Insurance Corporation we have a real commitment to customer care. We have built a reputation as an Insurer that puts our customers first. You can help us to maintain this position by letting us know if you consider that our service has been unsatisfactory. We aim to give our customers a high standard of service at all times.

Complaints Procedure

Step 1

If you are unhappy with our service for any reason, you should write initially to the Service Manager of Insurance Corporation at the address shown on your Policy Schedule who will ensure that the matter receives attention.

Step 2

If matters are not resolved to your satisfaction, you are invited to write to:

Post: The Managing Director,
Insurance Corporation of the Channel Islands Ltd,
P O Box 160, Dixcart House,
Sir William Place,
Guernsey,
GY1 4EY.

Email: complaints@insurancecorporation.com

Step 3

If you are not satisfied with our final response to your complaint, you may be eligible to refer your case to one of the Financial Ombudsmen shown below:

1 Channel Islands

Post: Channel Islands Financial Ombudsman (CIFO),
P O Box 114,
Jersey JE4 9QG.

Telephone: Guernsey: 01481 722218
Jersey: 01534 748610

Email: enquiries@ci-fo.org

2 United Kingdom

or in respect of Compulsory UK insurance you may be eligible to refer your case to the UK Financial Ombudsman,

Post: Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London E14 9SR.

Telephone: 0800 0234567 (for landline users)
0300 1239123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

3 Isle of Man

Or in respect of respect of the Isle of Man you may be eligible to refer your case to

Post: The Financial Services Ombudsman Scheme,
Isle of Man Office of Fair Trading,
Thie Slieau Whallian,
Foxdale Road, St John's,
Isle of Man, IM4 3AS, British Isles.

Telephone: 44 (0)1624 686500

Email: ombudsman@iomoft.gov.im

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Insurance Corporation of the Channel Islands Limited, a member of the RSA Group of companies. We provide commercial and consumer insurance products and services.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance Policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the Policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the Policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the Policy).
- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this Policy;
- With healthcare providers in the context of any relevant claim being made against your Policy;

- If we appoint a third party to process and settle claims under the Policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Insurance Corporation

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1) Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2) Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3) Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4) Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - A) If you believe that the information we hold about you is inaccurate, or;
 - B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5) Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any Policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance Policy.

How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
Insurance Corporation
P.O. Box 160
Dixcart House
Sir William Place
St. Peter Port
Guernsey, GY1 4EY

How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to complaints@insurancecorporation.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are:

Data Protection Office
Guernsey Information Centre
North Esplanade
St Peter Port
Guernsey
GY1 2LQ

Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

Financial Services Compensation Scheme- UK only

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



www.insurancecorporation.com