

Food Plus policy

Underwritten by

Amlin

Amlin UK

This **policy** is a contract between **you** and **us** and is based upon the information **you** have given on **your** proposal and any other information **you** have supplied.

We have agreed to insure **you** under the conditions and exclusions in this **policy** and any endorsements.

We will indemnify **you** for any liability that happens during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Important

This **policy** is a legal contract and it is important that **you** read it carefully to ensure that it meets with **your** requirements. If it does not or if **your** insurance requirements change please let **your** insurance adviser know immediately.

We would remind **you** that **you** must tell **us** immediately of any facts or changes which might affect **our** assessment or acceptance of this insurance. If **you** do not disclose all relevant facts **you** may invalidate **your policy** or **your policy** may not operate fully.

This policy wording consists of 16 pages excluding front cover

General definitions

The following words will have the same meaning wherever they appear in this **policy** unless otherwise stated. To help identify these words they will appear in **bold** in the **policy** wording.

1. **Bodily injury**
Death, injury, illness, disease or nervous shock.
2. **Business**
The business carried on in the **United Kingdom** including the following activities.
 - i. Ownership use repair maintenance and decoration of premises occupied by **you**.
 - ii. Repair or maintenance of vehicles or plant owned or used by **you**.
 - iii. The provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **employee** and first aid, fire, security and ambulance services.
 - iv. Participation in exhibitions held in member countries of the European Union in connection with the **business** specified in the schedule.
 - v. Private work undertaken for **you** by any **employee** or for any director or **employee** with **your** prior consent.
3. **Contract work executed**
Work carried out by **you** or on **your** behalf away from **your** normal place of **business** or that of the party who carried out the work on **your** behalf and which at the time of the event giving rise to a claim under this insurance is no longer **your** property and not under the control of **you** or of any **employee**.
4. **Costs and expenses**
 - i. Claimants costs and expenses arising in respect of any claim against **you** which may be the subject of indemnity under this **policy**.
 - ii. All cost and expenses incurred by **you** with **our** written consent in respect of any claim against **you** which may be the subject of indemnity under this **policy**.
5. **Damage**
Loss of possession of or damage to tangible property.
6. **Employee**
Any person who is
 - i. employed under a contract of service or apprenticeship with **you**.
 - ii. a labour master or person supplied by him.
 - iii. employed by labour only sub-contractors.
 - iv. self-employed and working for **you** and under **your** control.
 - v. hired to or borrowed by **you**.
 - vi. supplied to **you** for the purpose of study work or training experience.
 - vii. a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment.
 - viii. a voluntary helper while working under **your** supervision and control and in connection with the **business**.
 - ix. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work.
7. **Excess**
The amount stated in the schedule in respect of the first amount of each claim or series of claims arising out of one originating cause for which **we** shall not be liable.
8. **Offshore**
From the time of embarkation by an **employee** onto a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that **employee** from a conveyance on to land upon return from an offshore rig or offshore platform.
9. **Pecuniary loss**
Any financial loss, cost or expense.
10. **Period of insurance**
The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **we** may accept payment for renewal of this **policy**.
11. **Policy**
 - a) All terms, provisions, exclusions, conditions and limits of indemnity set out in this document;
 - b) the schedule, notices and other documents attaching from time to time; and
 - c) all endorsements incorporated and issued for incorporation in this document all of which shall be read together and constitute the contract of insurance.
12. **Pollution**
 - a) Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory; and
 - b) all loss, damage or injury directly or indirectly caused by such pollution or contamination.

13. **Products and/or works**

Any property after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **you** or on **your** behalf in the course of the **business**.

This shall be deemed to include any advice, consultancy, design, plan, specification, formula, labelling, packing, instructions for use or similar, but only insofar as provided in connection with or incorporated in any product and/or works described above.

14. **Property**

Property which is both material and tangible.

15. **Recall expenditure**

a) The reasonable and necessary financial outlay incurred by **you** in arranging for the return of the **product** or any part of it

i) to **your** premises

ii) to the premises of the manufacturer or their nominated agent

including the cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation costs, packing or temporary storage charges.

b) The cost of examination and, where necessary, destruction, replacement or reworking of the **product** or any part of it whether incurred by **you** and/or **your** nominated agent arising out of a recall described above in paragraph a).

16. **Retroactive date**

The date stated in the schedule from which either **products** were supplied by **you** or on **your** behalf or on which contracts undertaken by **you** commenced.

17. **United Kingdom**

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

18. **We/us/our**

The underwriters for Amlin UK Limited (registered in England No 2739220) being a service company 100% owned by Amlin Underwriting Limited (registered in England No 2323018) and empowered to act on behalf of Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited.

The registered office of Amlin UK Limited and Amlin Underwriting Limited is St Helen's, 1 Undershaft, London EC3A 8ND.

19. **You/your**

a) The insured named in the schedule.

b) Any associated or subsidiary company of the insured provided it has been notified to **us**.

c) At your request

i) any director or **employee** while acting on behalf of or in course of their employment or engagement with you in respect of liability for which you would have been entitled to indemnity under this **policy** if the claim against any such person had been made against you.

ii) any officer, member or **employee** of your social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such.

iii) any of your directors, partners or senior officials in respect of private work carried out by any **employee** for them with your consent.

iv) any principal for legal liability in respect of which you would have been entitled to indemnity under this **policy** if the claim had been made against you arising out of work carried out by you under a contract or agreement.

v) your personal representatives (in the event of your death) in respect of liability incurred by you provided that if indemnity is extended to any party described in paragraphs a) to c) above that party shall be subject to the terms of this **policy** so far as they can apply and in any event **our** liability shall not exceed the limit of indemnity.

Section A - Employers' liability

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this section against

- a) all sums which **you** shall become legally liable to pay as damages; and
- b) **costs and expenses**

in the event of **bodily injury** sustained by any **employee** which arises out of and in the course of their employment by **you** in the **business** and which is caused

- i. within the **United Kingdom**; or
- ii. elsewhere in the world in respect of temporary non-manual visits by any **employee** provided that such **employee** is normally resident in the **United Kingdom**.

Limit of Indemnity

1. The amount specified in the schedule.
Our liability for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity.
The limit of indemnity shall be the maximum amount payable including **costs and expenses**.
2. Notwithstanding anything contained in paragraph 1 above, **our** liability under this section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of terrorism shall not exceed 5,000,000 GBP.
3. Notwithstanding anything contained in paragraph 1 above, **our** liability under this section for damages and **costs and expenses** payable in respect of any one claim arising out of any one event or all events of a series consequent on or attributable to one source or original cause and arising out of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos shall not exceed 5,000,000 GBP.

Employers' liability compulsory insurance

The indemnity granted by this section is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of liability to **employees**.

If however **we** pay any sum which would not have been paid but for the provisions of such law then **you** shall repay such sum to **us**.

Extension 1

Unsatisfied court judgements

In the event that

- a) a judgement for damages is obtained against any company or individual operating from premises within the **United Kingdom** by any **employee** in respect of **bodily injury** caused during any **period of insurance** arising out of and in the course of their employment by **you** in the **business**; and
- b) it remains unsatisfied in whole or in part six months after the date of such judgement

we will indemnify the **employee** or their personal representative up to the limit of indemnity for the amount of damages and awarded costs which remain unsatisfied as long as

- i) there is no appeal outstanding;
- ii) any payment made by **us** shall only be in respect of **bodily injury** which would otherwise be within the scope of cover of this section of the **policy**;
- iii) any payment made by **us** shall only be in respect of liability for which **you** would have been entitled to indemnity under this section of the **policy** if the judgement had been made against **you**; and
- iv) **we** shall be entitled to take over and prosecute for **our** own benefit any claim against any other party and **you**, the **employee** or their personal representatives shall give all information and assistance required.

Exclusions

1. **We** will not indemnify **you** under this section against liability for **bodily injury** to an **employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. **We** shall not indemnify **you** under this section against liability arising **offshore**.

Condition

It is a condition precedent to **our** liability that **you** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or **products** containing asbestos.

Section B - Public Liability

Operative clause

Subject to the exclusions, conditions and definitions of this policy, **we** will indemnify **you** under this section against

- a. all sums which **you** shall become legally liable to pay as damages; and
- b. **costs and expenses**

in the event of

- i. accidental **bodily injury** to any person other than any **employee**;
- ii. accidental loss of or damage to **property**; or
- iii. obstruction, loss of amenities, trespass, nuisance or interference with any right of way, light, air or water

occurring during the **period of insurance** and arising out of **your business**

- a. in the **United Kingdom**
- b. elsewhere in the world other than the United States of America or Canada arising out of business visits by directors or non- manual **employees** ordinarily resident in the **United Kingdom**.

Limit of indemnity

Our liability in respect of all claims arising out of one original cause shall not exceed the limit of indemnity detailed in the schedule irrespective of the number of claims or claimants.

Costs and expenses are payable in addition to the limit of indemnity under this section apart from any claim brought in the United States of America or Canada or any territory within their jurisdiction where the limit of indemnity shall be the maximum amount payable including **costs and expenses**.

Extensions

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

1. Defective premises

We will indemnify **you** against liability in respect of **bodily injury** or loss of or damage to **property** arising in respect of any premises disposed of by **you**. This indemnity does not apply to any **costs or expenses** incurred in repairing, replacing or making any refund in respect of any such premises.

2. Leased premises

We will indemnify **you** against liability for loss of or damage to premises or fixtures or fittings thereof which are leased to **you**. This indemnity does not apply in respect of liability for

- i. loss or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such an agreement; or
- ii. the first 250 GBP of such loss or damage.

3. Contingent liability (non-owned vehicles)

We will indemnify **you** in respect of legal liability for **bodily injury** and loss of or damage to **property** arising out of the use of any motor vehicle which is not **your property** or leased or hired to **you** and is not provided by **you** being used in connection with the **business**.

This indemnity does not apply in respect of

- i. loss of or damage to such vehicle;
- ii. **bodily injury** or loss of or damage to **property** while such vehicle is being driven by **you**;
- iii. liability arising from circumstances in which it is compulsory for **you** to insure or provide security in respect of such vehicle as a requirement of relevant Road Traffic Act legislation; or
- iv. a vehicle being used outside the **United Kingdom**.

For the purposes of this extension "**you**" is restricted to 3a) and 3b) of General definitions only.

4. Overseas personal liability

Where **you** or any of **your** directors or **employees** are temporarily visiting a country outside the **United Kingdom**, **we** will provide indemnity to **you** and to

- i. any of **your** directors or **employees**; and
- ii. any spouse or child of **your** director or **employee** accompanying them

against liability incurred in a personal capacity for accidental **bodily injury** or loss of or damage to **property** occurring during such visit.

5. Data Protection legislation

We will provide an indemnity to **you** and, at **your** request, any of **your** directors, partners or **employees** against legal liability to pay damages and **costs and expenses** for damage or distress as described in Section 13 of the Data Protection Act 1998.

However this extension shall not apply in respect of

-
- i. the payments of fines or penalties;
 - ii. the costs of replacing, reinstating, rectifying or erasing any personal data;
 - iii. liability arising from or caused by a deliberate act or omission of any person eligible for an indemnity by this extension if the result thereof could reasonably have been expected by **you** or any other person having regard to the nature and circumstances of such act or omission;
 - iv. claims which arise out of circumstances notified to previous insurers and known to **you** at inception of this extension; or
 - v. liability where indemnity is provided by any other insurance.
6. **Car park and cloakroom liability**
We will provide indemnity against legal liability in respect of accidental loss of or damage to vehicles or personal effects of other persons which **you** hold in trust or in **your** custody or control as long as
- i. they are not being stored by **you** for a fee or other consideration; and
 - ii. they are not held in trust by **you** or in **your** custody or control for the purpose of work being carried out on such **property**.
7. **Consumer Protection Act and Food Safety Act**
We will provide indemnity to **you** and any of **your** directors, partners or **employees** up to the limit of indemnity in respect of
- i. costs of prosecution awarded against **you** and any of **your** directors, partners or **employees**; and
 - ii. legal fees and expenses incurred with **our** consent
- in the defence of and arising from criminal proceedings brought or in an appeal against conviction in respect of breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990 as long as the proceedings relate to an offence committed or alleged to have been committed during the **period of insurance** and in the course of the **business**.
- The indemnity will not apply
- i. to fines or penalties of any kind;
 - ii. where indemnity is provided by any other insurance; or
 - iii. in respect or proceedings consequent upon any deliberate act or omission.

Exclusions

We will not indemnify **you** under this section against liability

1. for loss of or damage to **property** belonging to **you** or in the custody or control of **you** or any **employee** other than
 - i. **property** including motor vehicles belonging to an **employee** or visitor; or
 - ii. any premises including contents (not being premises leased to **you**) which are temporarily occupied by **you** for the purpose of carrying out work in or to such premises.
2. arising from the ownership, possession or use under the control of **you** or any **employee** of any mechanically propelled vehicle in circumstances where compulsory insurance or security is required under any Road Traffic Act legislation.
3. arising out of the ownership, possession or use by **you** or on **your** behalf of any aircraft or other aerial devices, hovercraft, **offshore** installation or watercraft (other than hand-propelled or wind-powered watercraft whilst on inland waterways).
4. arising from any **products** after they have ceased to be in **your** custody or control other than food or drink for consumption on **your** premises.
5. caused by or arising out of
 - i. advice, design or specification given by **you** for a fee; or
 - ii. professional services rendered by **you** or on **your** behalf.
6. for the first amount of each claim stated as the **excess** in the schedule arising out of damage to **property**.
7. for damage to **contract work executed**.
8. for the costs incurred by anyone in
 - i. recalling or making refunds in respect of any **products** or **contract work executed**; or
 - ii. remedying any defects or alleged defects in land or buildings or structures or other premises disposed of by **you**.

Section C - Products liability

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** under this section against

- i. all sums which **you** shall become legally liable to pay as damages; and
- ii. **costs and expenses**

in the event of

- a) accidental **bodily injury** to any person; or
- b) accidental loss of or damage to **property**

occurring anywhere in the world during the **period of insurance** and caused by any **products** after they have ceased to be in **your** custody or control.

Limit of indemnity

Our liability for all sums payable in respect of any one **period of insurance** shall not exceed the limit of indemnity detailed in the schedule.

Costs and expenses are payable in addition to the limit of indemnity under this section.

Exclusions

We shall not indemnify **you** against liability

1. caused by or arising out of any **products** which
 - i. to **your** knowledge are for delivery or use in the United States of America or Canada; or
 - ii. are sold, supplied, erected, repaired, altered, treated, installed in or for use in any aircraft, aerospace device, hovercraft or waterborne craft or for marine or aviation purposes.
2. for the costs incurred in the repair, reconditioning, replacement, removal or breaking out of any **products** or part thereof.
3. arising out of loss of or damage to **products**.
4. for the costs incurred by anyone in recalling or making refunds in respect of any **products**.
5. in respect of claims made against **you** or loss or expense incurred by **you** in respect of **products** supplied by **you** or on **your** behalf or **works** undertaken by **you** before the retroactive date stated in the schedule.

General extensions applicable to sections A, B and C

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

1. Contractual liability

Notwithstanding General exclusion 9, **we** will indemnify **you** under any section of this **policy** against liability in respect of **bodily injury** or loss of or damage to **property** as follows.

To the extent that any contract or agreement entered into by **you** with any principal so requires, **we** will indemnify **you** against liability assumed by **you** in respect of liability which arises out of the performance by **you** of such contract or agreement provided that

- i. the conduct and control of claims is vested in **us**;
- ii. the indemnity granted by Section A – Employers liability shall apply only in respect of liability to any **employee**; and
- iii. nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **policy**.

For the purpose of this extension, "principal" means the other party to a contract or agreement for whom **you** are undertaking work or services or providing **products** where such party is responsible for setting out the terms of the contract or agreement.

2. Cross liabilities

If the policyholder named in the schedule comprises more than one party, **we** will treat each party as though a separate **policy** had been issued to each of them.

However, nothing in this extension shall increase **our** liability to pay any amount in excess of the limit of indemnity under any section of this **policy**.

3. Compensation for court attendance

In the event of any of **your** directors, partners or **employees** attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **policy**, **we** will provide compensation at the following rates for each day on which attendance is required.

- i. Any director or partner 200 GBP per day
- ii. Any **employee** 100 GBP per day

subject to a maximum aggregate limit in the **period of insurance** of 5,000 GBP.

4. Legal expenses including corporate manslaughter

In the event of

- i. any act, omission or incident or alleged act, omission or incident leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation in the **United Kingdom**; or
- ii. an incident which results in an enquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

we will provide indemnity against **costs and expenses** incurred in representing **you** in such proceedings, including appealing the results of such proceedings, as long as the proceedings relate to an act, omission or incident or alleged act, omission or incident which has been committed during the **period of insurance** within the **United Kingdom** and in the course of the **business**.

The following conditions apply.

1. **Our** total liability in respect of all **costs and expenses** shall not exceed 1,000,000 GBP in the aggregate during any one **period of insurance**.
2. **We** will only indemnify **you** where such **costs and expenses** arise as a result of any matter which is the subject of indemnity under this **policy**.
3. **We** will only be liable for **costs and expenses** incurred in respect of legal representation appointed by **us**.
4. If there is any other insurance or indemnity in force covering the same **costs and expenses**, **our** liability shall be limited to a proportionate amount of the total **costs and expenses** but subject always to the limit of indemnity of 1,000,000 GBP.
5. This indemnity will not apply
 - i. in respect of fines or penalties of any kind;
 - ii. to proceedings consequent upon any **bodily injury** deliberately caused by **you**; or
 - iii. to persons other than **you** or any of **your** directors, partners, proprietors or **employees**.

Section D - Products guarantee, pecuniary loss and products recall

Operative clause

Subject to the exclusions, conditions and definitions of this **policy**, **we** will indemnify **you** against

i. all sums which **you** shall become legally to pay as damages and as more fully defined under the following sections.

D1. Products guarantee

D2. Pecuniary loss

and

ii. **recall expenditure** as defined under the following section.

D3. Products recall

in accordance with the law of any country but not in respect of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any orders made anywhere in the world to enforce such judgement award or settlement) and arising out of claims first made against **you** during the **period of insurance** and arising out of **your business**.

1. Notification clause

If **you** notify **us** during the **period of insurance** in accordance with General condition 7 of any specific event or circumstance which **we** accept as likely to give rise to a claim or claims under this **policy**, **our** acceptance of such notification means that **we** will deal with such claim or claims under this **policy** even if such claim or claims would otherwise be excluded by virtue of falling outside of the **period of insurance** but subject otherwise to all the terms and conditions of this **policy**.

2. Principal's clause

So far as is necessary to meet the requirements of any contract or agreement entered into by **you** with any principal **we** will at **your** request treat the principal as though he were the insured in respect of liability arising out of the performance of such contract or agreement provided that the principal shall observe fulfil and be subject to the terms and conditions of this **policy** so far as they can apply.

3. Limit of indemnity

1. **Our** liability in respect of all claims arising under Section D1 – Products guarantee, Section D2 – Pecuniary loss and Section D3 – Products recall shall not exceed in all during any one **period of insurance** the limit of indemnity shown in the schedule.

2. The limit of indemnity shall not be reduced by the amount of any **excess** shown in the schedule.

Defence costs are payable in addition to the limit of indemnity unless the **policy** is specifically endorsed to the contrary.

4. Defence costs

We will also pay for all costs, fees and expenses incurred with **our** consent by **you** in the defence or settlement of any claim under this **policy**.

Defence costs includes legal expenses

a) incurred by or awarded against **you** arising out of any prosecution for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 or any legislation of similar affect provided that **we** shall not be liable for any fines or penalties imposed as a consequence of such prosecution.

b) arising out of representation at any coroner's inquest or fatal accident inquiry.

c) arising out of the defence of any proceedings in a court of summary jurisdiction in respect of matters which may form the subject of indemnity by this **policy**.

D1. Products guarantee

We will indemnify **you** in accordance with the operative clause for the costs of removal, recovery, repair, alteration, treatment or replacement of any **product** or part thereof which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, despatched or delivered by **you** or on **your** behalf.

D2. Pecuniary loss

We will indemnify **you** in accordance with the operative clause for damages and costs and expenses arising as a result of any **pecuniary loss** incurred by customers or third parties as a result of any **product** or part thereof which fails to perform the function for which it was manufactured, designed, sold, supplied, installed, repaired, despatched or delivered by **you** or on **your** behalf.

Exclusions to Sections D1 and D2

We will not indemnify **you** under Sections D1 and D2 against liability

- i) for **injury**.
- ii) for **damage** other than to the **product** or **works**.

D3. Products recall

We will indemnify **you** in respect of **recall expenditure** incurred by **you** for the recall of any **products** or part thereof as a result of a decision taken by **you** during the **period of insurance** and notified to **us** during the **period of insurance** that it is necessary to recall such **products** because their use or consumption or continued use or consumption may cause **you** to incur a legal liability as defined in Sections C, D2 or D3 of this **policy**.

Exclusions to Section D3

We will not indemnify **you** under Section D3 against liability for any **recall expenditure** arising from **your** decision to recall any **products**

- i) when such decision is forced upon **you** by any government or public authority and which **you** would not have made but for their intervention.
- ii) which have not been delivered by **you** to customers and which remain in **your** care, custody and control or that of **your** parent, subsidiary or associated companies.
- iii) solely as a result of their having been misdelivered or misdirected by **you** or on **your** behalf.
- iv) where recall is brought about solely due to exposure to weather or due to external loss or **damage** or gradual deterioration.
This exclusion shall not apply where a defect in a **product** supplied is merely exacerbated by exposure to weather or the passage of time.
- v) as a result of deliberate **product** contamination or alleged deliberate **product** contamination.
- vi) as a result of **your** liability to pay any import duties, Customs & Excise duties or Value Added Tax incurred before the delivery of the **products** to **you**.

Section E - Group Personal Accident

Definitions

The following words will have the same meaning wherever they appear in this section of the **policy** or in the schedule relating to this section. To help identify these words they will appear in **bold** in the section wording.

Accident

Includes exposure resulting from a mishap to a conveyance in which the **insured person** is travelling.

Air travel

Boarding, being in or alighting from an aircraft for the purpose of flying.

Bodily injury

Bodily injury which

- a) is sustained by the **insured person** during the **period of insurance**;
- b) is caused by an **accident**; and
- c) solely and independently of any other cause except
 - i) illness directly resulting from such injury; or
 - ii) medical or surgical treatment rendered necessary by the injury

results in the death or disablement of the **insured person** within twelve calendar months from the date of the accident.

Insured person

Any person or category of persons whose details have been lodged with and accepted by **us**.

Cover applies until the expiry of the **period of insurance** in which an insured person attains the age of 75.

Loss of a limb

Loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

Medical expenses

Expenses necessarily incurred by the **insured person** for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Permanent total disablement

Disablement which entirely prevents the **insured person** from attending to any business or occupation of any and every kind and which lasts twelve calendar months and which at the expiry of that period is deemed beyond hope of improvement.

Temporary total disablement

Disablement which entirely prevents the **insured person** from attending to their business or occupation of any and every kind.

Temporary partial disablement

Disablement which prevents the **insured person** from attending to a substantial part of their business or occupation.

Operative clause

If during the **period of insurance** an **insured person** sustains **bodily injury**, **we** will pay to them or their executors or administrators the appropriate benefit according to the Schedule of Compensation shown in the schedule.

Limits of amounts payable

1.
 - a) Compensation shall not be payable under more than one of the items in the schedule of compensation in respect of the consequences of one **accident**, except for any compensation payable in respect of **temporary partial disablement** preceding or following **temporary total disablement**.
 - b) No weekly compensation shall become payable until the total amount thereof has been established and agreed. If, however, payment is made for weekly compensation, the amount paid shall be deducted from any lump sum becoming claimable in respect of the same **accident**.
 - c) Compensation shall not be paid for more than the periods specified under items 8 or 9 of the schedule of compensation.
2. The total sum payable under this section in respect of any one or more **accidents** shall not exceed in all in any one **period of insurance** the largest sum insured under any one of the items contained in the schedule of compensation, except that **we** will in addition pay **medical expenses**.
3. If Item 1 of the schedule of compensation is not covered then no claim shall be payable, other than for weekly compensation and **medical expenses**, in respect of any **accident** which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the schedule of compensation is covered and an **accident** causes the death of the **insured person** within one year following the date of the **accident** and before to the definite settlement of the compensation for disablement, **we** will pay the compensation provided for in the case of death and not the compensation provided for under Items 2 to 7 of the schedule of compensation.

Exclusions

This section does not cover death or disablement directly or indirectly resulting from or consequent upon the following.

1. The **insured person** engaging in or taking part in
 - a) naval, military or air force service or operations;
 - b) winter sports (other than skating and curling)
 - i) at any winter sports resort; or
 - ii) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland;
 - c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback or driving or riding in any kind of race; or
 - d) driving or riding on motor cycles or motor scooters other than mopeds.
2. The **insured person** engaging in air travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern.
3. Suicide or attempted suicide or intentional self-injury or the **insured person** being in a state of insanity.
4. Deliberate exposure to exceptional danger (except in an attempt to save human life) or the **insured person's** own criminal act.
5. The **insured person** being under the influence of alcohol or drugs.

Conditions

1. If the **insured person** shall engage in any occupation in which greater risk may be incurred than in the occupation disclosed to **us** without first notifying **us** and obtaining **our** written agreement to the amendment of this section (subject to the payment of such reasonable additional premium as **we** may require as the consideration for such agreement), then no claim shall be payable in respect of any **accident** arising out of or in the course of such occupation.
2. If the consequences of an **accident** shall be aggravated by any physical disability or condition of the **insured person** which existed before the **accident** occurred, the amount of any compensation payable under this section in respect of the consequences of the **accident** shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
3. Notice must be given to **us** as soon as reasonably practical of any **accident** which causes or may cause disablement within the meaning of this section, and the **insured person** must as early as possible place themselves under the care of a duly qualified medical practitioner. Notice must be given to **us** as soon as reasonably practical in the event of the death of the **insured person** resulting or alleged to result from an **accident**.
For the avoidance of doubt, **we** will not be liable to pay compensation to the **insured person** or their representatives unless the medical adviser or advisers appointed by **us** is allowed as often as may be deemed necessary to make an examination of the **insured person**.

General exclusions

Applicable to all sections other than Section A – Employers' liability of the policy.

We will not indemnify you against liability

1. in respect of any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada or to any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part.
2. caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent **bodily injury** or loss of or damage to **property**.
3. for liquidated damages and penalties incurred by reason of any contract **you** enter into.
4. directly or indirectly caused by or arising out of terrorism. This exclusion also excludes loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If **we** allege that by reason of this exclusion any loss, damage or expense is not indemnified by this insurance the burden of proving to the contrary shall be upon **you**.

5. directly or indirectly caused by or contributed by or arising from

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

provided that in respect of claims arising out of **injury** which form the subject of indemnity under Section A – Employers' liability, this exclusion shall only apply to liability

- a) of any party to whom indemnity is granted by way of Extension 1 of that section or their personal representative; or
 - b) assumed by **you** by agreement which would not have attached in the absence of such agreement.
6. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
 7. for the first amount of each claim arising out of damage stated as the **excess** in the schedule.
 8. which forms the subject of insurance by any other policy and this **policy** shall not be drawn into contribution with such other insurance.
 9. which is assumed by **you** under agreement unless such liability would have attached in the absence of such agreement.
 10. caused by or arising out of **pollution**.

But **we** will indemnify **you** under Section B- Public liability or Section C- Products liability of this **policy** against liability in respect of accidental **bodily injury** or accidental loss of or damage to **property** caused solely by **pollution** which results from a sudden, identifiable, unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the **period of insurance** provided that

- i. all **pollution** which arises out of any one incident shall be deemed to have occurred at the time such incident takes place;
- ii. **we** shall not indemnify **you** against liability in respect of **pollution** happening anywhere in the United States of America or Canada; and
- iii. nothing in these provisos shall increase **our** liability to pay damages costs fees and expenses in excess of the limit of indemnity in the schedule in the aggregate in respect of any one **period of insurance**.

11. directly or indirectly occasioned by happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
12. arising out of failure of any computer system, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any computer system relating to date or time compliance.
13. in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence to a loss.
14. arising in connection with **products** prior to their unqualified acceptance by **your** customer, acceptance being deemed to mean
 - a) in the case of contracts for supply only of **products**, the acceptance of delivery by on behalf of **your** customer. Where delivery to **your** customer is in stages and is recognised as such by the issue of delivery notes or the like acceptance of each stage so recognised shall be deemed to have taken place.
 - b) in the case of any contract which requires **works** involving erection, construction or installation of products by **you** or on **your** behalf at the customer's premises or site, the practical completion of such erection, construction or installation to the satisfaction of the customer.

Provided always that where a contract between **you** and **your** customer provides for a period of testing or commissioning, acceptance shall not be deemed to have occurred until completion of such testing or commissioning to the satisfaction of the customer.

15. for any award of punitive, aggravated or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages or in any other form whatsoever.
16. arising out of any claim or circumstances which might give rise to a claim of which **you** are aware or ought reasonably to be aware at the inception of this **policy** whether notified under any other insurance or not.
17. arising out of **your** financial default or insolvency.

General conditions

Applicable all sections of the **policy** unless stated otherwise.

1. The due observance and fulfilment of the terms conditions and endorsements of this **policy** insofar they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this **policy**.
2. Any written proposal and/or declaration made by **you** shall form the basis of this contract of insurance and is deemed to be incorporated herein.
3. Any phrase or word in this **policy** and the schedule will be interpreted in accordance with the laws of England. The **policy** and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **policy** or schedule shall bear such specific meaning wherever it may appear.
4. If any claim under this **policy** is in any respect fraudulent this **policy** shall become void and all benefit hereunder shall be forfeited.
5. The truth of statements, answers and information supplied in connection with this **policy** shall be a condition precedent to **our** liability to make any payment under this **policy**.
6. **You** shall give notice to **us** of any alteration or circumstance which materially affects the risks insured under this **policy** and until **we** are advised of such alteration or circumstance and shall have expressly agreed in writing to accept liability for such altered risk and **you** have paid or agreed to pay the additional premium (if any), **we** shall not be liable in respect of any claim or claims due wholly or partially to such alteration or circumstance.
7. **You** shall give immediate notice in writing to **us** of any occurrence that may give rise to a claim under this **policy** and shall give all such additional information as **we** may require. Every impending prosecution, inquest or fatal accident enquiry claim, writ, summons or process and all documents relating thereto shall be forwarded to **us** immediately they are received.
8. **You** shall make no admission, offer, promise or payment without **our** written consent and **we** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name for **your** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and **you** shall give all such information and assistance as **we** may reasonably require.
9. **We** may at any time pay to **you** in connection with any claim or series of claims under this **policy** to which an indemnity applies the limit of indemnity (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made, **we** shall relinquish the conduct and control of and be under no further liability in connection with such claims except for the payment of defence costs incurred prior to the date of such payment (unless the limit of indemnity is stated to be inclusive of defence costs).

However if **we** exercise the above option and the amount required to dispose of any claim or series of claims exceeds the limit of indemnity and such excess amount is insured either in whole or in part with defence costs payable in addition to the limit of indemnity under this **policy**, then **we** will also contribute **our** proportion of subsequent defence costs incurred with **our** consent.
10. If in respect of any claim under this **policy** there is any other insurance or indemnity in **your** favour in force relative to such claim, or there would be but for the existence of this **policy**, **our** liability shall be limited to the amount in excess of that which is or would have been payable (but for the existence of this **policy**) in respect of such claim but subject always to the limit of indemnity.
11. Where the premium is provisionally based on **your** estimates, **you** shall keep accurate records and within 90 days of the expiry of the **period of insurance** declare such particulars as **we** require. The premium shall then be adjusted and any difference paid or allowed to **you** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **employees**, the required declaration shall also include remuneration to all persons defined as **employees** by this **policy**. Failure to declare such particulars to **us** shall entitle **us** to estimate if **we** so wish such particulars and to assess further premium payment due calculated on such estimated particulars.
12. **We** may cancel this **policy** by giving **you** 30 days' notice in writing of such cancellation to **your** last known address.
13. There is a choice of law which can apply to this **policy** but the pre-contractual offer by **us**, subsequent acceptance by **you** and the contract itself have been made on the basis of English law and this can only be amended with the express written agreement of both parties to the contract.
14. The terms of this **policy** are only enforceable by the named insured. A person who is not a named insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
15. By entering into this insurance **policy** **you** will be deemed to specifically consent to the use of **your** insurance policy data in the following way and for the following purposes.
 1. Certain information relating to **your** insurance policy including, without limitation,
 - a) the policy number(s);
 - b) employers' names and addresses (including subsidiaries and any relevant changes of name);
 - c) dates of cover;
 - d) employer's reference numbers provided by Her Majesty's Revenue and Customs; and
 - e) Companies House reference numbers (if relevant)

will be provided to the Employers' Liability Tracing Office (**ELTO**) and added to an electronic database (**database**).

2. This information will be made available by **us** to **ELTO** in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2011. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.
3. The **database** will assist individual consumer claimants who have suffered an employment related **injury** or disease arising out of their course of employment in the UK for employers carrying on or who carried on business in the **United Kingdom** and who are covered by the employers' liability insurance of their employers (**claimants**)
 - a) to identify which insurer (or insurers) provided employers' liability cover during the relevant periods of employment; and
 - b) to identify the relevant employers' liability insurance policies.
4. The **database** will be managed by **ELTO**.
5. The **database** and the data stored on it may be accessed and used by **claimants**, their appointed representatives, insurers with potential liability for **United Kingdom** commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Complaints

Any enquiry or concern about this **policy** should be addressed in the first instance to your **broker**.

If **you** are not satisfied, **you** may contact **us** at

Amlin House, Parkway, Chelmsford, Essex CM2 0UR

If **you** remain dissatisfied and wish to make a complaint, **you** may refer the matter at any time to

**Policyholder & Market Assistance,
Lloyd's,
One Lime Street,
London EC3M 7HA.**

Complaints that cannot be resolved by them may be referred to the **Financial Ombudsman Service**. Further details will be provided at the appropriate time.