

POLICY DOCUMENT

Liability Insurance Policy for Courier and Light Haulage Contractors working within the UK and Europe

This Policy Booklet accompanies the Schedule of Insurance. The Schedule of Insurance will show the Period of Cover, the Levels of Cover chosen by You and any Special Restrictions imposed by the Insurer. Please read all the documentation thoroughly and contact your Broker should you believe the Policy does not meet your requirements.

EMERGENCY CONTACTS

CLAIMS:

Tel: +44 (0) 1840 211906

Email: claims@aryaunderwriting.com

Convex Insurance UK Limited 52-54 Lime Street London EC3M 7AG United Kingdom Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

Liability Policy

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Introduction

This Policy consists of: **Us**, **You** and the Policy Section, the Customer Service Information, the General Definitions, General Conditions, General Exclusions, Sections 1-3, Section Extensions and General Extensions (together the "Policy") the **Schedule** and any Endorsements, which together constitute a binding contract of insurance which **You** have made with **Us**.

In return for the payment of premium stated in the **Schedule**, **We** agree to insure **You** in respect of a valid claim under this Policy in accordance with the terms and conditions of the Policy.

This Policy, the **Schedule** and any Endorsements should be kept in a safe place. **You** may need to refer to these if **You** have to make a claim. It is recommended that **You** retain details of **Your** Employers' Liability Policy for at least 40 years.

Wherever words appear in **Bold** and title case in this Policy, the **Schedule** or any Endorsement, they will have the meaning shown in the General Definitions on pages 5 and 6 or as otherwise stated.

Headings

The section headings used in this Policy are for reference purposes only and shall not affect the meaning or interpretation of this Policy.

Important Reminder

You must:

- check that the information You have given Us is accurate and up to date as We have relied upon it in deciding to offer You insurance and in the terms set out in this Policy. If any information is wrong, You need to tell Us immediately as it may adversely affect the cover provided under the Policy and Your entitlement to indemnity in the event You need to make a claim.
- read and ensure that **You** understand the scope of cover provided by the Policy and that it meets **Your** requirements and needs.
- comply fully with Your duties and obligations under the Policy.

contact **Your** broker immediately if you have any concern about **Your** obligations to **Us**, or the scope of cover provided by the Policy

Signed for and on behalf of Convex Insurance UK Limited

Robert F Smith For Arya Underwriting Services

The Insurance Act, 2015 will apply to this Policy

Under the Insurance Act, 2015, **You** are required to provide the Insurer with a fair presentation of the risk to be insured. Failure to do so may adversely affect the cover provided by the Insurer under the Policy and in the event of breach, the Insurer may exercise rights of remedy in accordance with the Act. **You** should therefore ensure that all information **You** have given to the Insurer is accurate and complete. Should You require further information about your statutory obligations, contact your broker

About Us

Your Policy is underwritten by Convex Insurance UK Limited. Convex Insurance UK Limited is a limited company registered in England & Wales under company registration number 11796392. The registered office of Convex Insurance UK Limited is:

Convex Insurance UK Limited, 52-54 Lime Street, London EC3M 7AG, United Kingdom

Convex Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 840616).

Email:	hello@convexin.com
Website:	www.convexin.com

Coverholder who has arranged Your cover

Your Policy has been arranged through Arya Underwriting Services a trading style of Clearbroking Limited who is authorised and regulated by the Financial Conduct Authority. Register no. 952124. Registered office 126-128 High Street, Delabole, Cornwall PL33 9AJ and their details may be found on the Financial Services Register at https://register.fca.org.uk/

Clearbroking Limited acts as agent for **Us** for all matters relating to the performance of B1921QT000020Q which Clearbroking Limited has authority to underwrite insurance on **Our** behalf.

Enquiries

If **You** have a general enquiry regarding **Your** Policy, please do this through **Your** insurance broker whose contact details are shown in the **Schedule**

How to make a claim

If You need to report a claim or an incident that may result in a claim, please contact Arya Underwriting Services. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule. There are a number of important conditions and obligations in relation to any claim You make, please see **General Condition 1** (Claims Conditions – Your Obligations) below

Things You must do

There are conditions contained in this Policy that are conditions precedent to Our liability, please refer to **General Conditions 1 – 10** below. If You breach any of these conditions' precedent, **We** may deny Your claim, or reduce the amount We pay You.

How to make a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times, **We** are committed to providing **You** with the highest standard of service. If **You** have any questions or concerns about **Your** Policy or the handling of a claim **You** should, in the first instance, contact **Your** insurance broker, whose contact details are shown in the **Schedule**. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter either to **Us** at:

Chief Compliance Officer, Lorraine Mullins at Convex Insurance UK Limited - <u>lorraine@convexin.com</u> Tel: +44 (0)7919 603210

If **You** remain dissatisfied after **We** have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. Their contact details are:

Post:	The Financial Ombudsman Service, Exchange Tower, London E14 9SR		
Telephone:	0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this		
	number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)		
Email:	<u>complaint.info@financial-ombudsman.org.uk</u>		

The Financial Ombudsman Services

The Financial Ombudsman Services is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financialombudsman.org.uk. Making a complaint does not affect Your right to take legal action

Cancellation

You can cancel this insurance at any time. You may wish to do this through Your insurance broker whose contact details are shown in the Schedule of insurance.

Cancellation by us

We can cancel this insurance by giving **You** fourteen (14) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that We can no longer provide You with insurance cover;
- non-cooperation or failure to supply any information or documentation We request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium, subject to a deduction for any commission paid to **Your** insurance broker. If **We** have paid any claim, or part of any claim, then no refund of premium will be allowed.

Cancellation by You

This insurance includes a cooling-off period in which you can cancel Your policy for any reason, subject to no claims having occurred, within 14 days of receiving the full terms & conditions and a full refund of the premium paid will be allowed. If You wish to cancel a policy You must advise your broker in writing, prior to expiry of the 14-day cancellation period.

If this insurance is cancelled by **You** outside of the cooling off period detailed in the above paragraph then, provided **You** have not made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis but subject to an administration charge of £20.00. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

If We have paid any claim, in whole or in part, then no refund of premium will be allowed

Financial Services Compensation scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot pay a claim to You under this Policy. If You are entitled to compensation under the scheme, how much compensation You would receive would depend on the nature of this Policy. You can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk

Data Protection

The basics

We collect and use relevant information about You to provide You with insurance cover and to meet Our legal obligations.

This information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

Your information may be shared with, and used by, a number of third parties in the insurance sector including brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details You provide to Us

Where **You** provide **Us** or **Your** broker with details about other people, for example employees, **You** must provide this notice to them.

Your rights

You have rights in relation to the information We hold about You, including the right to access Your information held by Us. If You wish to exercise Your rights, discuss how We use Your information, please use the contact details provided below

www.convexin.com dataprotectionofficer@convexin.com The full privacy policy can be found at: https://convexin.com/legal/

If You are unable to obtain the notice via Our website, please ask Your broker to contact Us and We will provide the notice to You in a different format.

Business

means the business as described in the Schedule and shall include:

- the ownership, repair and maintenance of **Your** business property;
- the provision and management of canteen, social, sports and welfare activities for **Your** benefit or the benefit of **Your Employees**;
- the provision and management of first aid, fire, security and ambulance services;
- the performance of private duties carried out by **Your Employees** with **Your** written consent for any of **Your** principals, including directors, partners, or senior officials,

and no other **Business** for the purposes of this Policy.

Damage to Property

means physical loss of or material damage to or destruction of tangible property.

ELTO

means the Employers' Liability Tracing Office or any successor body or bodies to it

Employee

means:

- any person under a contract of service or apprenticeship with You;
- any labour master or labour only sub-contractor or person supplied by any of them;
- any self-employed person;
- any person under a contract of service or apprenticeship with another employer and who is hired to, or borrowed by You;
- any person participating in any government or otherwise authorised work experience, training, study exchange or similar scheme;
- any volunteers,

whilst working for You in the course of the Business.

Excess

means the amount specified in the **Schedule** for which **You** will be responsible in respect of each and every claim in respect of loss of, or **Damage to Property**.

FCA

means the Financial Conduct Authority or any successor body or bodies to it.

Goods

means any goods or products (including containers, labelling instructions, or advice provided) manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced, or installed by You in the course of the Business.

Injury

means bodily injury, death, illness, disease, or shock causing bodily injury

Limit of Liability

means the limit of liability applicable to the relevant Sections (or sub-limit or item insured under such Sections) specified in the Schedule. The Limit of Liability is inclusive of legal costs unless expressly specified in the Sections of this Policy to be in addition to legal and other defence costs.

Occurrence

means any accident, event, events of a series, Injury, continuous or repeated injurious exposure to substantially the same general conditions arising out of one originating cause which results in Injury, loss of or Damage to Property neither expected nor intended by You

Offshore

means from the moment in time that an Employee shall embark onto any conveyance at the point of final departure on land to any offshore installation, until the moment in time that an Employee shall disembark from any conveyance onto land upon their return from any offshore installation.

Policy Period

means the period stated in the Schedule

PRA

means the Prudential Regulation Authority or any successor body or bodies to it

Property

Means tangible property.

Schedule

means the Schedule attaching to and forming part of this Policy.

Terrorism

means any act(s), of any person(s) or organisation(s) involving:

- (a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (b) putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

We, Us, Our

means Convex Insurance UK Limited

You, Your, Yours

means the person or persons or corporate body named in the Schedule and includes:

- any subsidiary company which is named in the **Schedule** operating in or from premises registered in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
- at **Your** written request:
 - any principal including, any director, partner, or senior official, or any Employee of Yours, while acting on Your behalf, of or in the course of their employment or engagement by You, in respect of liability for which You would have been entitled to insurance under this Policy if the claim against any such person had been made against You;
 - any officer, member or **Employee** of **Your** canteen, social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity as such;
 - any principal, including any director, partner or senior official of **Yours**, in respect of private work carried out by any **Employee** of **Yours** for any such person with **Your** consent;

in the event of **Your** death, **Your** personal representatives in respect of liability incurred by **You**, provided that such person shall, as though they were **You**, observe, fulfil and be subject to this Policy , the **Schedule** and any Endorsements as far as they can apply

In this Policy We make reference to various laws and statutes. There follows a brief description of each. This is intended for information purposes only and is not part of Your Policy terms.

The laws and statutes referred to below shall apply as amended or replaced from time to time.

Consumer Protection Act 1987

Designed to protect consumers from products that do not reach a reasonable level of safety.

Contracts (Rights of Third Parties) Act 1999

Makes provision for the enforcement of contractual terms by third parties.

Corporate Manslaughter and Corporate Homicide Act 2007

States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

Data Protection Act 2018

Controls how an individual's personal information is used by organisations, businesses or the government.

Defective Premises Act 1972

Imposes duties in connection with the provision of premises and imposes liability for Injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

Defective Premises (Northern Ireland) Order 1975

Imposes duties in connection with the provision of premises and imposes liability for Injury or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of

EU Environmental Liability Directive 2004/35/EC

Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

Food Safety Act 1990

Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

Health and Safety at Work etc. Act 1974

Places duties on all employers to ensure, so far as reasonably practicable, the health, safety and welfare at work of all employees.

Health and Safety at Work (Northern Ireland) Order 1978

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

Road Traffic Act 1988

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities

Road Traffic Northern Ireland Order 1981

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities

This part of the Policy sets out the rights, obligations and conditions relating to both You and Us, which apply to all Sections of this Policy and any Endorsements unless otherwise stated. There are also conditions that apply more specifically to each Section of the Policy and these are set out in the relevant Section to which they apply.

Claims Conditions – Your Obligations (1)

The following conditions are 'condition precedent' to our liability to pay any claim. You must comply fully with these conditions as failure to do so may mean that we reject your claim or do not pay it in full.

You must:

(a) give notice to **Us** in writing without delay of anything which may give rise to any claim being made against **You** and for which there may be liability under this Policy.

(b) give notice in writing without delay when any claim is actually made against **You** (whether written or oral) and for which there may be liability under this Policy.

(c) advise **Us** in writing without delay if at any time **You** know of any impending prosecution, inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above.

(d) without delay provide **Us** with such particulars and information as **We** may require in relation to any **Occurrence** or claim notified to **Us**, and shall forward to **Us**, without delay on receipt, every letter, claim form, writ, summons, process, or any other legal papers.

(e) Not admit liability or offer, promise or make any payment in relation to any claim or matter insured under this Policy without our prior consent.

Details of how to give notice to Us are given on page 2 - 'How to make a claim'

Claims Control – Our rights (2)

We shall be entitled to take over and conduct in Your name the defence or settlement of any claim, and may prosecute at Our own expense and for Our benefit any claim for insurance or damages against any other persons, and You shall give all information and assistance required. If You do not do so We may reject or be unable to deal with Your claim or be unable to pay Your claim in full.

Maximum Sums Payable (3)

We may at any time at Our sole discretion pay to You the maximum sum payable under this Policy or any lesser sums for which any claim or claims can be settled. If We do this, We shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as Our payment to You bears to the total payment made by You or on Your behalf in settlement of the claim or claims.

Care and Prevention

The following conditions are 'condition precedent' to our liability. **You** must comply fully with these conditions as failure to do so may mean that **we** reject your claim or do not pay it in full.

You must:

- a) take all care to prevent accidents and to maintain and keep in proper repair **Your** premises, plant and everything used in the **Business**.
- b) make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.
- c) take all care to act in accordance with all statutory obligations and regulations and to employ only competent **Employees**.
- d) without delay, give notice in writing of any change in the information **You** provided **Us** with.

Other Insurances (4)

If at the time of any claim there is, or but for the existence of this Policy would be, any other insurance in favour of or purchased by **You** or on **Your** behalf, applicable to such claim, **We** shall not be liable under this Policy to pay **You** in respect of such claim except beyond the amount which would be payable under such other insurance had this Policy not been purchased

Risk Improvement Requirements (5)

It is a condition precedent that **You** shall comply and continue to comply with all risk improvement requirements that have been notified to **You** and agreed to by or on **Your** behalf. If **You** do not do so **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

Governing Law (6)

The laws of England and Wales will apply to this Policy and any attached endorsements unless **We** agree otherwise with **You** in writing before issuing the Policy. Any disputes arising under this Policy shall be subject to the exclusive jurisdiction of the English Courts

Contract (Rights of Third Parties) Act 1999 (7)

A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as may be amended or replaced from time to time) 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.

Several Liability (8)

Our obligations under this Policy are several and not joint and are limited solely to the extent of **Our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation

Premium Adjustment (9)

You may be required to pay additional premium. If this Policy is written on an adjustable basis, please refer to the Premium paragraph of Your Schedule for further details

ELTO (10)

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 available 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 the employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the 'Claimants'):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

General Exclusions (1) to (7) apply to all Sections of this Policy and any Endorsements unless otherwise stated.

We will not cover You in respect of: -

Asbestos (1)

Injury, loss of, or **Damage to Property**, cost or expense of any kind caused by, or contributed to, by, or arising from, the manufacture, production, storage or handling of asbestos or materials containing asbestos.

This Exclusion shall not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **You** for all liability arising out of such work.

Contractual Liability (2)

any liability which is assumed by You by agreement, unless such liability would have attached in the absence of such agreement

Legal Restrictions (3)

any cover, any claim or the provision of any benefit if by doing so it would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

Punitive Damages (4)

any liability for punitive, multiplied or exemplary damages, fines or penalties or performance warranties unless proven that liability would have attached in the absence of such warranties.

Radioactive and Nuclear (5)

Any liability caused by, or contributed to, by, or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

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

Terrorism (6)

any liability as a result of **Terrorism**, except as provided in Section 1, Extension 3.

United States and Canada (7)

any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **You** have requested that there shall be no such limitation and have accepted the terms offered by **Us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this Policy

General Exclusions (8) to (16) apply only to Sections 2, and 3 of the Policy and any Endorsements.

We will not cover You in respect of: -

Defective Workmanship (8)

loss of, or **Damage to Property**, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **Goods**

Employment (9)

Injury sustained by an **Employee** which arises out of and in the course of their employment or engagement by **You**.

Cyber Exclusion (10) - This exclusion does not apply to Section 1: Employers' Liability.

- a) any legal liability for damage, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss. <u>ELECTRONIC DATA</u> means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment. <u>COMPUTER VIRUS</u> means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs.
- b) Any unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use or operation of any computer, computer system, computer software programme, code, virus or process or any other electronic system.

Communicable Disease (11) - This exclusion does not apply to Section 1: Employers' Liability.

- a) all actual or alleged loss, liability, damage, compensation, Injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- b) For the purposes of this endorsement, loss, liability, damage, compensation, Injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- c) As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism, and includes the substance or agent which transmits the disease, where:
 - i. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - ii. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or deterioration of, loss of value of, loss of marketability of, loss of use of or Damage to Property

Fungus and Mould (12)

Injury, loss of, or **Damage to Property**, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens

Pollution (13)

any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion shall not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Policy Period** stated in the **Schedule**

Removal of hazardous materials (14)

Injury, loss of, or **Damage to Property**, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health

War (15)

loss of, or **Damage to Property**, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies' hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or **Damage to Property** by or under the order of any government, or public, or local authority.

Watercraft, Aircraft and Offshore (16)

liability arising from **Goods** used with **Your** knowledge in connection with aircraft and other aero-spatial devices (including drones), watercraft, or **Offshore** structures.

Cover under this Section 1 is subject to the Conditions, Limitations and Exclusions set out within this Section 1, plus all the terms, General Conditions and General Exclusions set out in the Policy. Words in Bold and title case have the meaning in the General Definitions Section

What is covered

Scope of cover

- All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of Injury sustained by an Employee of Yours arising out of and in the course of their employment or engagement by You and caused during the Policy Period in connection with the Business and occurring within the Geographical Limits given below.
- All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.
- 3) The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one **Occurrence**, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **Your Employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** which may be covered by this Policy.

Limits of Liability

Section 1: Limitations and Exclusions

The following Limitations and Exclusions detailed in this column apply in addition to any applicable General Exclusions

We shall not cover You under this Section against liability:

- a) for **Injury** sustained by any **Employee**:
 - (i) in respect of which compulsory insurance is required to be arranged by You under the Road Traffic Act 1998 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation; or
 - (ii) whilst **offshore** other than as referred to in Extension 2 of this Section 1.

The most We will pay under this Section in respect of any one claim against You, or series of claims against You arising out of one Occurrence, inclusive of all costs and expenses shall not exceed the Limit of Liability

Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City or whilst temporarily outside the countries named above provided that any such Employee is: (a) ordinarily resident in The United Kingdom of Great Britain and Northern Ireland, Guernsey and the Isle of Man; and (b) engaged in nonmanual work.

Compulsory Insurance / Rights of Recovery

The cover under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in The United Kingdom of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man. You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law paid by Us which We would not have been liable to pay but for the provisions of such law. The following Extensions only apply to this Section 1 if specified in the Schedule as operative, and are in addition to the General Extensions detailed on page 22 and 23

Gene	General Extensions detailed on page 22 and 23		
Wha	it is covered	Section 1: Limitations and Exclusions	
UNSA	TISFIED COURT JUDGMENTS (1)		
(a)	Where a judgment for damages has been obtained by any Employee or their legal personal representatives:	The following Limitations and Exclusions apply in addition to any applicable General Exclusions or Section 1 Exclusions.	
	 (i) in respect of Injury sustained by the Employee arising out of and in the course of their employment by You; 	We will not cover any judgment where an appeal remains outstanding.	
	(ii) against any company or individual operating from, or resident within, the Geographical Limits in any court situated in the Geographical Limits, and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment, at Your request.		
	We will pay to the Employee or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.		
(b)	If any payment is made by Us the Employee or their said legal personal representatives shall assign the judgment to Us .		
	iability for damages, costs and expenses shall not ed the Limit of Liability		
OFFS	HORE (2)		
	e are required by compulsory insurance regulations We will make a payment in respect of Injury occurring ore.	We shall not cover You in respect of liability in excess of £5,000,000 any one Occurrence.	
TERR	ORISM (3)		
which	y as a result of Terrorism to any Employee of Yours n arises out of and in the course of employment or gement by You	We shall not cover You in respect of liability in excess of £5,000,000 any one Occurrence.	

Cover under this Section 2 is subject to the Conditions, Limitations and Exclusions set out within this Section 2, plus all the terms, General Conditions and General Exclusions set out in the Policy. Words in Bold have the meaning in the General Definitions Section

What is covered

Scope of cover

- All sums which You shall become legally liable to pay as damages including claimants' costs and expenses in respect of:
 - (a) Accidental Injury to any person;
 - (b) Accidental loss of, or Damage to Property;
 - (c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement;
 - (d) Wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;

in connection with the **Business** and occurring anywhere within the Geographical Limits given below during the **Policy Period** stated in the **Schedule**.

(2) All costs and expenses incurred by You (except as described in 3 below) with Our written consent in respect of any claim against You which may be covered by this Policy.

The payment of legal and other defence fees incurred with **Our** written consent, up to a limit of £50,000 arising out of any one **Occurrence**, for **Your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **Your Employee** or principal, including any director, partner, or senior official, of **Yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **Injury** or loss of or **Damage to Property** which may be covered by this Policy.

Section 2: Limitations and Exclusions

We shall not cover You under this Section:

- (a) for loss of, or damage to, **Property** belonging to **You**, or in **Your** custody or control, or in the custody or control of **Your Employees** other than:
 - (i) personal effects (including vehicle and their contents) of **Employees** or visitors;
 - (ii) any premises including their contents, not being premises leased or rented to You, which are temporarily occupied by You for the purpose of carrying out work there;
 - (iii) any other Property on which You or any of Your Employees or agents is or has been carrying out work, but We will not cover You in respect of loss or damage to that part of any Property being worked upon;
- (b) arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under the Road Traffic Act or any similar legislation other than:
 - vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site);
 - (ii) other vehicles brought on to site for use on site.

This exclusion will not apply to any liability arising out of or from the operation or use of any mechanically propelled vehicle not owned, hired or borrowed by or leased to **You** and used in the course of **Business** provided that **We** will not be liable for

- (i) **Damage to Property** to such vehicle or to property conveyed therein/thereon);
- (ii) Injury or Damage to Property arising while such vehicle is being driven by any assured person other than the employee or any person who, to the assured's knowledge or the knowledge of any principal, director, officer or manager of the assured, does not hold a licence to drive such vehicle:
- (iii) Injury or Damage to Property caused or arising while such vehicle is engaged in racing, pacemaking, reliability trials or speed testing
- (iv) Injury or Damage to Property caused or arising while such vehicle is being used outside the United Kingdom
- (v) Injury or Damage to Property in respect of which the assured is entitled to indemnity from any other insurance

- (c) for loss caused by any Goods after they have left Your custody or control, other than food or drink supplied primarily for the use of Your Employees or for entertainment purposes;
- (d) for loss arising from professional advice, design, plans, specifications, formulae, surveys or directions prepared or given for a fee or other charge by You or by anyone on Your behalf or in circumstances where a fee would normally be charged
- (e) for any applicable Excess

Limits of Liability

The most We will pay under this Section (including any Extensions) for damages in respect of any one claim against You or series of claims against You arising out of one Occurrence shall not exceed the Limits of Liability.

Any costs and expenses incurred by You in respect of this Section under this Policy will be payable in addition to the Limits of Liability

Geographical Limits

In this section, Geographical Limits means. Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, Guernsey, the Isle of Man, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia and Montenegro, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Vatican City The following Extensions only apply to this Section 2 if specified in the Schedule as operative, and are in addition to the General Extensions on page 22 and 23.

General Extensions on page 22 and 23.		
What is covered	Section 2: Limitations and Exclusions	
MOTOR VEHICLES TOOL OF TRADE RISK (1)		
 We will cover You in respect of liability for Injury or loss of or Damage to Property caused by or arising from: (a) the use of plant as a tool of trade at Your premises or on any site at which You are working; (b) the loading or unloading of any vehicle or the bringing to, or taking away of, a load from any vehicle; (c) damage to any building, bridge, weighbridge road or to anything beneath, caused by vibration or by the weight of any vehicle or its load. 	The following Limitations and Exclusions apply in addition to any applicable General Exclusions or Section 2 Exclusions We will not cover You against liability: in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle;	
MOTOR CONTINGENT LIABILITY (2)		
We will cover You in respect of liability for Injury or loss of, or Damage to Property arising from the ownership.	We shall not cover You against liability:	
or Damage to Property arising from the ownership, possession or use under Your control or the control of any of Your Employees of any mechanically propelled vehicle, including anything attached to it, used in circumstances where insurance or security is required by any road traffic legislation or where insurance is already provided by any other policy or security, caused by or arising from any motor vehicle or anything attached to it, not belonging to or provided by You , being used by an Employee in the course of the Business .	 (a) in respect of damage to any such vehicle or anything attached to it or Property being conveyed by such vehicle or anything attached to it; (b) for which insurance is already provided by any other policy; (c) caused or arising whilst such vehicle or anything attached to it is: (i) engaged in racing, pace-making, reliability trials, or speed testing; or (ii) driven by the You; or (iii) being driven with Your consent or the consent of anyone acting on Your behalf by any person who to Your, or anyone acting on Your behalf's, knowledge does not hold a licence to drive such vehicle; or (iv) used outside the Geographical Limits. 	
MOVEMENT OF OBSTRUCTING VEHICLES (3)		
We will cover You in respect of liability for Injury or loss of	We will not cover You against liability:	
or Damage to Property caused by or arising from any vehicle (not owned or hired by or lent to You) being driven by You or by any Employee with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.	in respect of damage to such vehicle; in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.	
We will only cover You under this Section extension if:		
 (a) movements are limited to vehicles parked on or obstructing Your premises, or any site at which You are working; and (b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and (c) the vehicle causing obstruction is driven by use of the owner's ignition key. 		

Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or	 We will not cover You against liability: a) for which insurance is already provided by any other policy; b) for the costs of making good any defect or alleged defect in such premises.
LEASED OR RENTED PREMISES (5)	
damage to, premises including their contents being leased a	We will not cover You against liability assumed by You under any agreement, which would not have attached in the absence of such agreement.
OVERSEAS PERSONAL THIRD-PARTY LIABILITY (6)	
We will cover:	Ne shall not cover You in respect of:
(a) You ; and (a	a) contractual liability;
 (i) any principal, including any director, partner, senior official, or any Employee of Yours; (ii) any spouse or child of the persons stated in (a) or (b)(i) above who are accompanying such persons (ii) in respect of personal liability incurred by such persons for accidental Injury to any person or accidental loss of or 	 b) liability for which insurance is already provided by any other policy; c) liability in respect of Damage to Property belonging to or in the custody or under the contro of any insured person under this Section Extension, d) liability in respect of Injury to any insured persor under this Section Extension; e) liability caused by or arising from: (a) the ownership or occupation of land or buildings; (b) the carrying on of any business, profession, trade or employment; (c) the ownership, possession or use of animals other than domestic dogs or cats

If **You** have registered in accordance with the terms of the Data Protection Act 2018, or have applied for such registration which has not been refused or withdrawn, **We** will cover **You** under this Section 2 Extension in respect of compensation for damage arising out of any claim under Section 13(2) of the Data Protection Act 2018 not otherwise insured hereunder and first made against **You** during the **Policy Period** stated in the **Schedule**.

Section 2: Public Liability - EXTENSIONS

We shall not cover You for damages, costs and expenses that exceed the Limits of Liability stated in the Schedule, and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limits of Liability shall for the purpose of this Section Extension apply in respect of the total of all claims during the Policy Period stated in the Schedule.

We will not cover You in respect of:

(a) the first 10% of each claim, subject to a minimum of £500 and a maximum of £5,000;

- (c) the costs of replacing, reinstating, rectifying or erasing any personal data;
- (d) liability caused by, or arising from, any incident or circumstances known to You at the start of the Policy Period stated in the Schedule which may give rise to a claim;
- (e) liability caused by or arising from the recording, processing or provision of data for reward, or the determining of the financial status of a person;
- (f) contractual liability;
- (g) liability in respect of **Injury** to any person or loss of, or **Damage to Property**

Cover under this Section 3 is subject to the Conditions, Limitations and Exclusions set out within this Section 3, plus all the terms, General Conditions and General Exclusions set out in the Policy. Words in Bold and title case have the meaning in the General Definitions Section.

Limits of Liability

The most **We** will pay under this Section (including any Extensions) for damages in respect of any one claim against **You** or series of claims against **You** arising out of one **Occurrence** shall not exceed in the aggregate the **Limits of Liability**.

Any costs and expenses incurred by **You** in respect of this Section under this Policy will be payable in addition to the **Limits of Liability**.

Geographical Limits

Anywhere in the world other than at **Your** premises during the **Policy Period** and caused by any **Goods**.

The following Extensions only apply to this Section 3 if specified in the Schedule as operative, and are in addition to the General Extensions on page 22 and 23.

Wha	at is covered	Section 3: Limitations and Exclusions
	SUMER PROTECTION ACT AND FOOD SAFETY ACT (1)	
		The following Limitations and Evaluations evaluate
	will cover You , and at Your request any principal, ding any director, partner, senior official, or any	The following Limitations and Exclusions apply in addition to any applicable General Exclusions or Section
Empl	loyee of Yours , under this Section 3 Extension, for legal and expenses incurred with Our written consent in the	3 Exclusions
defer	nce of any criminal proceedings brought for a breach of II of the Consumer Protection Act 1987 and Sections 7	We shall not cover You in respect of:
	3 of the Food Safety Act 1990, including such legal costs expenses incurred in an appeal against conviction	(a) fines or penalties of any kind;
	ng from such proceedings and prosecution costs ded in connection.	 (b) any proceedings arising from circumstances fo which insurance is already provided by any othe policy;
Provi	ded that:	
		(c) proceedings consequent upon a deliberate act by
(a)	the proceedings relate to an offence alleged to have	or omission of, any person entitled to insurance
been committed during the Policy Period state		under this Section 3 Extension if the result thereo
	the Schedule and in the course of the Business ;	could reasonably have been expected havin
(b)	the principal, including a director, partner or senior	regard to the nature and circumstances of such ac or omission;
	official, or Employee shall as though they were You be subject to the terms, conditions, exclusions and limitations of this Policy insofar as they can apply.	proceedings which arise out of any activity or risk excluded from this Policy.

This part of the Policy provides details of the general Additional Covers. These apply to all Sections of this Policy unless otherwise stated, and are in addition to the Extensions specific to any Section of the Policy. All Exclusions, terms and conditions applicable to the underlying cover being extended by virtue of these clauses, shall apply.

What is covered	Significant Limitations and Exclusions	
INDEMNITY TO PRINCIPAL (1)		
We will cover any principal under Sections 1 and 2 against liability in respect of Injury or loss of, or Damage to Property , to the extent that any contract or agreement entered into by You with any principal so requires	The following Limitations and Exclusions apply in addition to any applicable General Exclusions, Section Exclusions or Extension Exclusions	
	Provided that:	
	 (a) payment would have been made by Us had a claim been made against You; 	
	 (b) the principal shall observe fulfil and be subject to the terms, conditions, exclusions and endorsements of this Policy as far as they can apply; 	
	 (c) No payment will be made by Us in respect of liquidated damages or under any penalty clause; 	
	(d) payment made by Us under Section 1 shall only apply in respect of liability to any person who is an Employee.	
CROSS LIABILITIES (2) If You are comprised of more than one party, We will under Sections 2 and 3 make payment to each party in the same	Nothing in this Extension shall increase the Limits of Liability of the operative Section(s) stated in the Schedule,	
manner and to the same extent as if separate Policy had been issued to each party.	regardless of the number of persons claiming to be insured by this Policy.	
HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAU	GHTER (3)	
We will cover You and at Your request any director, partner, senior official or Employee of Yours, in respect of legal costs and expenses incurred with Our written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:	 (a) fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; 	
 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; the Corporate Manslaughter and Corporate Homicide Act 2007. 	 (b) any circumstances for which cover is provided by any other insurance; (c) proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this Extension if the result thereof could reasonably have been expected having regard to the nature and 	
Provided that the proceedings relate to an offence alleged	circumstances of such act or omission;	

r proceedings which arise out of any activity or risk excluded from this Policy.

Provided that the proceedings relate to an offence alleged to have been committed during the **Policy Period** and in the course of the **Business**, and where there is also a claim or potential claim for damages against **You** or any of the additional persons insured **You** are entitled to cover under this Policy.

HEALTH AND SAFETY AT WORK AND CORPORATE MANSLAUGHTER - CONTINUED (3)

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

- (a) any related claim against **You** for damages remains unsettled; and
- (b) in the opinion of the legal representatives acting for **You** an appeal is more likely than not to succeed; and
- (c) the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

The most **We** will cover **You** for in respect of all such legal costs and expenses in respect of each and every prosecution, arising out of one **Occurrence** shall not exceed £1,000,000 regardless of the number of offences alleged against **You**

COURT ATTENDANCE COSTS (4)

If any of the people mentioned below attend court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to insurance under this Policy, **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- (a) £250 for You or any of Your directors or partners;
- (b) £100 for any **Employee**.

If a claim for damages is settled or is withdrawn, **We** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.



Arya Underwriting Services

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