

Liability Section – Commercial Property Investors

Definitions applicable to this Section

Business

means **your** ownership of land and **buildings** at the **premises** including

- 1) the repair maintenance and decoration of the **premises**
- 2) the provision and management of **your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **your** employees and fire or security or first aid and ambulance services
- 3) private work undertaken with **your** prior consent by **employees** for any director or senior official of **yours**

Damage

means physical loss destruction or damage

Excess

means the first amount payable by **you** or any other person entitled to indemnity of each and every claim in respect of **damage** of or to **property** before **we** shall be liable to make any payment

If any payment made by **us** includes the amount for which **you** or any party entitled to indemnity is responsible such amount shall be repaid to **us** immediately

Legionella

means any discharge release or escape of legionella or other airborne pathogens from air conditioning plants cooling towers water systems water tanks and the like

Premises

means the premises stated in the **appendix** to the **Material Damage Section – Commercial Property Investors**

Property

means material property

Terrorism

means any act including but not limited to the use of force or violence and or the threat thereof of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes and or to put the public or any section of the public in fear

Liability Section - Subsection 1 Employers' Liability

Insurance Provided

We will indemnify **you** against legal liability for damages in respect of **bodily injury** caused to an **employee** during the **period of insurance** within the **territorial limits** arising out of and in the course of employment with **you** in connection with **your business**

Limit of Liability

Our Limit of Liability for damages costs and expenses payable in respect of any **event** shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the **appendix**

Provided that the amount of the above stated Limit of Liability shall not exceed £5,000,000 for **bodily injury** caused by **terrorism**

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| Extensions |
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| The terms Conditions and Exclusions of this policy and or Section apply to these Extensions |
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| Where no Limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies |
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Manslaughter and corporate manslaughter defence costs

We will provide indemnity to **you** and at **your** request any director partner or **employee** of **yours** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your business**
- 2) **our** liability under this Extension for all costs and expenses shall not exceed £5,000,000 in the aggregate during any one **period of insurance** or the amount stated in the **appendix** as the Limit of Indemnity for **Subsection 2 - Public Liability** whichever is the lesser
- 3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability
- 4) **we** agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment
- 5) **we** shall not provide indemnity in respect of
 - 5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order
 - 5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **you** or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed
 - 5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance
 - 5.4) proceedings

- a) brought within any country outside of the **territorial limits**
 - b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - c) which arise out of any activity or risk excluded by this **policy**
 - d) which relate other than to bodily injury or potential bodily injury to an employee in the course of **your business**
- 6) the director partner or employee shall as though they were **you** be subject to the terms Conditions and Exclusions and of this **policy** insofar as they can apply

Unsatisfied court judgments

Where a judgment for damages has been obtained by any **employee** or the legal personal representatives of any **employee** in respect of **bodily injury** caused to the **employee** arising out of and in the course of employment with **you** in connection with **your** business and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then 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 provided that

- 1) the judgment for damages has been obtained against any company or individual operating from or resident in premises within the **territorial limits** in any court situated in the **territorial limits**
- 2) there is no appeal outstanding
- 3) if any payment is made by **us** the **employee** or their legal personal representatives shall assign the judgment to **us**
- 4) this Subsection is operative at the time that such **bodily injury** is caused and indemnity will only apply in respect of those damages that relate to **bodily injury** caused during the **period of insurance**
- 5) **our** liability for damages costs and expenses shall not exceed the amount stated as the Limit of Liability in the **appendix**

Work overseas

The indemnity provided shall extend to apply in respect of liability for **bodily injury** caused to any **employee** whilst undertaking work on a temporary basis within any country outside of the **territorial limits** provided that

- 1) any such **employee** is ordinarily resident within the **territorial limits**
- 2) **we** shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation

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| Subsection Exclusions additional to the policy or Section Exclusions |
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We shall not provide indemnity against liability

- 1) in respect of which compulsory insurance or security is required to be arranged by **you** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order

- 2) caused by or arising from any **offshore activity**

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| Liability Section - Subsection 2 Public Liability |
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Insurance Provided

We will indemnify **you** against legal liability for damages in respect of accidental

- 1) **bodily injury** to any person
- 2) **damage** of or to **property**
- 3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- 4) wrongful arrest wrongful detention person false imprisonment or malicious prosecution

occurring during the **period of insurance** within the **territorial limits** in connection with **your** business

Limit of Liability

- 1) **Our** Limit of Liability for damages payable in respect of any **event** shall not exceed the amount stated as the Limit of Indemnity for this Subsection in the **appendix** provided that
 - 1.1) the Limit of Liability shall not exceed £2,000,000 or the amount stated as the Limit of Indemnity for this Subsection in the **appendix** whichever is the lower for liability in respect of **terrorism**
 - 1.2) in respect of any **event** occurring within or claims brought under the laws of the United States of America or Canada or any other territory which operates under such laws the Limit of Liability applicable shall be the maximum amount payable including any costs and expenses for which an indemnity is provided
- 2) Except as stated in 1.1) and 1.2) above and unless otherwise stated herein or endorsed hereon any costs and expenses for which an indemnity is provided will be payable in addition to the Limit of Liability for this Subsection in the **appendix**

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| Extensions |
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| The terms Conditions and Exclusions of this policy and or Section apply to these Extensions |
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| Where no Limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies |
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Consumer Protection & Food Safety Acts

We will provide indemnity to **you** and at **your** request any director partner or **employee** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought for a breach of

- i) Part II of the Consumer Protection Act 1987
- ii) the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991 or any regulations thereunder

including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your business**
- 2) **we** shall not provide indemnity in respect of
 - 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Subsection
- 3) the director partner or **employee** shall as though they were **you** be subject to the terms Conditions and Exclusions of this **policy** insofar as they can apply

Cross liabilities

If the **insured** comprises more than one party **we** will under **Subsection 2 Public Liability** provide indemnity to each such **insured** in the same manner and to the same extent as if a separate **policy** Section had been issued to each of them provided that nothing in this Extension shall increase **our** liability to pay any amount exceeding Limit of Liability stated in the **appendix** regardless of the number of persons claiming to be indemnified

Data Protection Act

We will within the terms of this Subsection indemnify **you** against liability for damages in respect of **damage** arising out of any claim under Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against **you** during the **period of insurance** provided that

- 1) **our** liability under this Extension for damages costs and expenses arising out of all claims made during any one **period of insurance** shall not exceed the amount stated as Limit of Indemnity in the appendix
- 2) **you** have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) **we** shall not provide indemnity
 - 3.1) for 10 % of each claim subject to a minimum of £500 and a maximum of £5,000
 - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
 - 3.4) against liability caused by or arising from any incident or circumstances known to **you** at inception of this Extension which may give rise to a claim
 - 3.5) against 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
 - 3.6) against **contractual liability**

3.7) against liability in respect of **bodily injury** to any person or **damage to property**

Defective Premises Act

The indemnity provided by this Subsection shall extend to apply in respect of legal liability arising under 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 occupied by **you** for purposes pertaining to **your business** and which have since been disposed of by **you** provided that **we** shall not provide indemnity against liability for

- 1) which indemnity is provided by any other insurance
- 2) the costs of remedying
 - 2.1) any defect or alleged defect in such **premises**
 - 2.2) the presence of **asbestos**

Financial loss

The indemnity provided by this Subsection shall extend to apply in respect of legal liability for damages arising out of any claim which is first made in writing against **you** during the **period of insurance** and notified to **us** during or within thirty days after the expiry of the same **period of insurance** and which is in respect of accidental financial loss incurred by a tenant of yours if such loss is a direct result of **your** failure to provide any **property** or ancillary service in connection with **your** business provided that

- 1) **our** liability under this Extension for all damages costs and expenses arising out of all claims first made against **you** during any one **period of insurance** will not in the aggregate exceed the sum of £500,000
- 2) **you** will be responsible under this Extension for the first 5 % of all damages costs and expenses payable in respect of each and every claim made against **you** subject to **your** being responsible for a minimum amount of £1,000 and a maximum amount of £10,000 in respect of each and every claim
- 3) **we** will not under this Extension provide indemnity against
 - 3.1) liability for financial loss resulting from
 - a) **bodily injury** to any person
 - b) **damage** of or 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
 - 3.2) liability for liquidated damages fines penalties or payments due under any statutory regulation or byelaw
 - 3.3) liability caused by or arising from any act of fraud or dishonesty by **you** or any **employee**
 - 3.4) liability for financial loss sustained by any **employee** arising out of or in the course of their employment with **you**
 - 3.5) **contractual liability** regardless of whether the sole conduct and control of claims is vested with **us**

- 3.6) liability arising out of any libel slander deceit injurious falsehood or passing off or infringement of trade name registered design copyright or patent right
- 3.7) liability arising out of any breach or alleged breach of antitrust laws
- 3.8) liability caused by or arising from any failure by **you** or any **employee**
 - a) meet delivery deadlines
 - b) complete any work on time
 - c) return any **property** in the custody or under the control of **you** or any **employee**
- 3.9) liability caused by or arising from any circumstances known to **you** at inception of this Extension which may give rise to a claim for financial loss
- 3.10) liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from the actual alleged or suspected presence or release of **asbestos** or exposure to or inhalation of **asbestos**
- 3.11) liability in respect of diminution of the value of any **property**
- 3.12) liability caused by or arising from any breach of professional duty by **you** or any **employee**
- 4) if during the **period of insurance you** become aware of any circumstance which may give rise to liability under this Extension and shall during or within thirty days after the expiry of the same **period of insurance** give notice thereof to **us** any claim which may subsequently be made against **you** arising out of such circumstance shall be deemed to have been made during that same **period of insurance**

Leased or rented premises

Subsection Exclusion 7.1) shall not apply to liability for **damage** of or to premises including their fixtures and fittings leased or rented to **you** provided that **we** shall not provide indemnity against

- 1) **contractual liability**
- 2) the first £250 of each and every event of **damage** of or to premises caused other than by fire or explosion

Legionella

The indemnity provided by this Subsection shall extend to apply in respect of legal liability for damages arising out of any claim which is first made in writing against **you** during the **period of insurance** and notified to **us** during or within thirty days after the expiry of the same **period of insurance** resulting from **legionella** provided that

- 1) **our** liability under this Extension for all damages costs and expenses arising out of all claims first made against **you** during any one **period of insurance** shall not in the aggregate exceed the sum of £1,000,000
- 2) **our** liability does not include an incidence of legionella caused by or arising from any circumstances known to **you** at inception of this Extension which may give rise to a claim
- 3) if during the **period of insurance you** become aware of any circumstance which may give rise to liability under this Extension and shall during or within thirty days after the expiry of the same **period of insurance** give notice thereof to **us** any claim which may subsequently be made against **you** arising out

of such circumstance shall be deemed to have been made during that same **period of insurance**

4) all claims arising out of the same isolated repeated or continuing incidence of **legionella** shall be deemed to be made in the **period of insurance** when

4.1) the first claim was made in writing against **you** and notified to **us**

or

4.2) the first notification of any circumstance was first made to **us**

and when in respect of such an incidence of **legionella** there is both a first claim and first notification as referred to in paragraphs 4.1) and 4.2) above which happen in different **periods of insurance** all claims shall be deemed to be made in the earlier of those **periods of insurance**

5) SubSection Exclusion 7.2) shall not apply for the purpose of the indemnity granted by this Extension

Manslaughter and corporate manslaughter defence costs

Under this Subsection **we** will **provide** indemnity to **you** and at **your** request any director or partner or **employee of yours** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought in connection with an allegation (whether under common law or statute) of manslaughter or corporate manslaughter or corporate homicide including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

1) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your business**

2) **our** liability under this Extension for all costs and expenses shall not exceed £5,000,000 in the aggregate during any one **period of insurance** or the amount stated in the **appendix** as the Limit of Indemnity for **Subsection 2 Public Liability** whichever is the lesser

3) all amounts payable under this Extension will form part of and are not payable in addition to the Limit of Liability

4) **we** agree details of the specific solicitor or counsel who are to act on behalf of each party to be defended prior to their appointment

5) **we** shall not provide indemnity in respect of

5.1) fines or penalties of any kind or the cost of implementing any remedial order or publicity order

5.2) costs and expenses in connection with an appeal unless the solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against **you** or any other person entitled to indemnity at all times throughout the appeal process it being understood and agreed that any change to such prospect of success during the appeals process may result in indemnity being removed

5.3) costs and expenses for which indemnity is provided by another source or any other insurance or where but for the existence of this Extension would have been provided by such source or insurance

5.4) proceedings

a) brought within any country outside of the **territorial limits**

- b) consequent upon a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - c) which arise out of any activity or risk excluded by this **policy** Section
 - d) which relate to **bodily injury** or potential **bodily injury** to an **employee** in the course of **your business**
- 6) the director or partner or **employee** shall as though they were **you** be subject to the terms Conditions and Exclusions of this **policy** or Section insofar as they can apply

Motor contingent liability

Notwithstanding Subsection Exclusion 4.3) **we** will indemnify **you** and no other person for the purpose of this Extension against legal liability for damages in respect of **bodily injury** or **damage** of or to **property** caused by or arising from any motor vehicle or trailer attached thereto not belonging to or provided by **you** being used in the course of **your business** provided that **we** shall not provide indemnity against liability

- 1) in respect of **damage** of or to any such vehicle or trailer or **property** conveyed therein or thereon
- 2) for which indemnity is provided by any other insurance
- 3) caused or arising whilst such vehicle or trailer is
 - 3.1) engaged in racing pace-making reliability trials or speed testing
 - 3.2) being driven by **you**
 - 3.3) being driven with **your** general consent or **your** representative by any person who to **your** knowledge or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
 - 3.4) used elsewhere than in the **territorial limits**

Motor vehicles

Subsection Exclusion 4.3) shall not apply to liability caused by or arising from

- 1) the use of plant as a tool of trade at **your premises** or on any site at which **you** are working
- 2) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle
- 3) **damage** to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load

provided that **we** shall not provide indemnity against liability

- a) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle
- b) for which indemnity is provided by any other insurance

Movement of obstructing vehicles

Subsection Exclusion 4.3) shall not apply to liability caused by or arising from any vehicle which is 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 provided that

- 1) movements are limited to vehicles parked on or obstructing **your premises**
- 2) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- 3) the vehicle causing obstruction is driven by use of the owner's ignition key
- 4) **we** shall not provide indemnity against liability
 - 4.1) in respect of **damage** of or to such vehicle
 - 4.2) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

Overseas personal liability

We will indemnify **you** or at **your** request any director partner or **employee** of **your business** and any spouse or child of **yours** or at **your** request any persons stated who are accompanying such persons against liability incurred by such persons in a personal capacity in a country outside of the **territorial limits** whilst on a temporary visit to such country in connection with **your business** provided that

- 1) any person entitled to indemnity under this Extension shall as though they were **you** be subject to the terms Conditions and Exclusions of this **policy** or Section insofar as they can apply
- 2) nothing in this Extension shall increase **our** liability to pay any amount exceeding the Limit of Liability stated in the **appendix** regardless of the number of persons claiming to be indemnified
- 3) **we** shall not provide indemnity against
 - 3.1) **contractual liability**
 - 3.2) liability for which indemnity is provided by any other insurance
 - 3.3) liability in respect of **damage** of or to **property** belonging to or in the custody or under the control of any person entitled to indemnity under this Extension
 - 3.4) liability in respect of **bodily injury** to any person entitled to indemnity under this Extension
- 4) liability caused by or arising from
 - 4.1) the ownership or occupation of land or buildings
 - 4.2) the carrying on of any business profession trade or employment
 - 4.3) the ownership possession or use of animals other than horses or domestic dogs or cats

Pollution or contamination clean up costs

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| Definitions only applicable to this Extension |
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Environmental legislation

means any legislation for the protection of the environment or control of **pollution or contamination**

Pollution or contamination

means all pollution or contamination of water or land (but excluding any pollution or contamination of buildings or other structures)

Remediation

means works or operations to treat remove or dispose of **pollution or contamination** but excludes works or operations to reinstate reintroduce or restore flora or fauna and or restore natural habitats or species protected under **environmental legislation**

We will also indemnify **you** in respect of **pollution or contamination** occurring within the **territorial limits** caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance** and **we** will also indemnify **you** against

- 1) the costs of any **remediation** legally required or ordered by any statutory authority or regulator (acting in accordance with the terms of any **environmental legislation**) to be conducted by **you** and
- 2) liability for the costs of any **remediation** conducted by any statutory authority or regulator and legally sought from **you** by that statutory authority or regulator in accordance with the terms of any **environmental legislation**

provided that

- a) all **pollution or contamination** which arises out of one **event** shall be deemed to have occurred at the time such incident takes place
- b) under this Extension **we** shall indemnify **you** only to the extent that the **remediation** to which the indemnified costs relate is the minimum necessarily conducted under the provisions of **environmental legislation**
- c) **we** shall not provide indemnity under this Extension against any costs or any liability for costs of **remediation** arising out of **pollution or contamination**
 - i) occurring outside the **territorial limits**
 - ii) consisting of any radioactive substances or **asbestos**
 - iii) caused by any **product supplied**
 - iv) caused by or arising out of the ownership operation or use of any motor vehicle (whilst on any road) marine vessel or aircraft
- d) **we** shall not provide indemnity under this Extension against any costs or any liability for costs of **remediation** carried out on or in order to protect any **property** belonging to or in the custody or under the control of **you** or **employee** any other than premises leased rented hired and not belonging to **you** but temporarily occupied by **you** for the purpose of maintenance alteration extension installation or repair
- e) **our** liability under this Extension for costs payable in respect of all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** shall not in the aggregate exceed £100,000 and the total amount payable

- i) under this Extension and
 - ii) otherwise under **Subsection 2 Public Liability** for all damages in respect of **pollution or contamination** as defined in **policy definitions** which is deemed to have occurred during any one **period of insurance** shall not exceed in the aggregate during any one **period of insurance** the amount stated as Limit of Indemnity in the **appendix**
- f) **we** shall not provide indemnity under this Extension against any costs or any liability for costs of **remediation** to the extent they relate to
- i) any measures to prevent the spread of any **pollution or contamination** or the removal of an immediate threat of **pollution or contamination**
 - ii) the removal or disposal of any waste deposited by **you** or on **your** behalf
 - iii) any amounts payable by way of compensation to third parties affected by such **pollution or contamination**
 - iv) any amounts payable by way of fines or penalties
 - v) any costs and expenses incurred by **you** or prosecution costs and expenses awarded against **you** in connection with any criminal proceedings arising out of the **pollution or contamination**
 - vi) any works or operations that improve the state or condition of water or land in comparison with its state or condition immediately prior to the incident that caused the **pollution or contamination**
- incurred by **you** or on **your** behalf

Work overseas

The indemnity provided shall extend to apply in respect of liability caused by or arising from

- 1) work being undertaken on a temporary basis by any person within any country outside of the **territorial limits** which is a member of the European Union
- 2) non-manual work being undertaken on a temporary basis within any country which is not a member of the European Union by
 - 2.1) any **employee** where such work is within the United States of America or Canada
 - 2.2) any person where such work is elsewhere than within the United States of America or Canada

provided that such person or **employee** is ordinarily resident within the **territorial limits**

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| Subsection Exclusions additional to the policy or Section Exclusions |
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We shall not provide indemnity against liability

- 1) in respect of **bodily injury** to any **employee** arising out of and in the course of employment by **you** in connection with **your business**
- 2) in respect of mental injury mental anguish or shock or fear of suffering death **bodily injury** illness or disease arising out of the actual alleged or suspected presence or release of **asbestos** or exposure to or

inhalation of **asbestos**

- 3) for the costs of management (including those of any persons under any statutory duty to manage) removal mitigation remediation repair alteration recall rectification replacement or reinstatement of any property or part thereof arising out of the presence of **asbestos**
- 4) caused by or arising from the ownership or possession or use by **you** or on **your** behalf of any
 - 4.1) aircraft or aerospace device or hovercraft
 - 4.2) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length
 - 4.3) mechanically propelled vehicle
 - a) for which compulsory insurance or security is required under any legislation governing the use of the vehicle
 - b) where indemnity is provided by any other insurance
- 5) in respect of **contractual liability** unless the sole conduct and control of claims is vested in **us** but **we** do not in any event provide indemnity in respect of
 - 5.1) liquidated damages or liability under any penalty clause
 - 5.2) injury or **damage** against which **you** are required to effect insurance under the terms of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions
- 6) in respect of **contractual liability** other than liability arising out of a condition or warranty of goods implied by law
- 7) in respect of **damage** of or to **property**
 - 7.1) belonging to **you**
 - 7.2) in the custody or under the control of **you** or any **employee** custody or under their control other than personal effects (including vehicles and their contents) of any visitor director partner and or **employee of yours**
- 8) in respect of **pollution or contamination** occurring
 - 8.1) within the United States of America or Canada
 - 8.2) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**

provided that in respect of any liability for which indemnity is not excluded under Exclusions 8.2) above

- a) all **pollution or contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place
- b) **our** liability for all damages payable in respect of all **pollution or contamination** which is deemed to have occurred during any one **period of insurance** shall not exceed in the aggregate the amount stated in the **appendix** as the Limit of Indemnity for **Subsection 2**

Public Liability

- 9) caused by or arising from advice design or specification **you** provided for a fee
- 10) in respect of the **excess** amount stated in the **appendix** to this Section other than liability relating to **damage** of or to premises including their fixtures and fittings leased rented or hired to **you**

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| Liability Section |
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| These Extensions apply to Liability Section - Subsection 1 and 2 when the Subsection is stated to be operative in the appendix unless we state otherwise by endorsement |
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| The terms Conditions and Exclusions of this policy and or Section and Subsections apply to these Extensions |
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| Where no Limit or maximum liability is stated in the Extensions the Subsection Limit of Liability applies |
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Additional activities

We will provide indemnity in respect of liability caused by or arising from any of the activities stated below where these are undertaken as part of and ancillary to **your business**

- 1) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **your employees** and fire or security or first aid and ambulance services
- 2) the ownership repair maintenance and decoration of **your premises**
- 3) private work carried out by any **employee** of **yours** with **your** consent for any director partner or senior official of **yours**
- 4) participation in exhibitions trade fairs conferences and the like
- 5) sponsorship of events or organisations or entities or individuals
- 6) repair maintenance or servicing of **your** own mechanically propelled vehicles
- 7) provision of gifts and promotional material

Claimants' costs and expenses

We will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity applies

Costs of court attendance

If any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this Section **we** will reimburse **you** at the following rates per day for each day on which attendance is required

- 1) any director or partner of **yours** £500
- 2) any **employee** £250

Defence costs and expenses

We will provide indemnity in respect of all

- 1) costs incurred with **our** written consent of legal representation at any
 - 1.1) coroner's inquest or other inquiry in respect of any death
 - 1.2) proceedings in any court in respect of any act or omission causing or relating to any **event**
- 2) other costs and expenses incurred with **our** written consent in relation to any matter which may be the subject of indemnity

provided that **we** shall not provide indemnity in respect of any such costs and expenses which are the subject of indemnity under any other **Liability Section** Extension

Health and Safety at Work Act

We will provide indemnity to **you** and at **your** request any director partner or **employee** of **yours** in respect of legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought for a breach of the Health & Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith provided that

- 1) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of **your business**
- 2) **we** shall not provide indemnity in respect of
 - 2.1) fines or penalties of any kind
 - 2.2) any circumstances for which indemnity is provided by any other insurance
 - 2.3) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such an act or omission
 - 2.4) proceedings which arise out of any activity or risk excluded from this Section
 - 2.5) proceedings which relate to the health safety or welfare of any **employee** unless **Subsection 1 Employers' Liability** is operative at the time when the offence was committed
 - 2.6) proceedings which relate other than to the health safety or welfare of any **employee** unless **Subsection 2 Public Liability** is operative at the time when the offence was committed
- 3) the director partner or **employee** shall as though they were **you** be subject to the terms Conditions and Exclusions of this **policy** or Section insofar as they can apply

Indemnity to other persons

We will also indemnify as if a separate **policy** Section had been issued to each

- 1) the legal personal representatives of **yours** or any other person entitled to indemnity under this **policy** Section but only in respect of liability incurred by **you** or such other person
- 2) any **principal** but only to the extent required by the contract for work

- 3) any owner of plant hired to **you** but only to the extent required by the conditions of the contract of hire
- 4) at **your** request
 - 4.1) any officer or member of **your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **your employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
 - 4.2) any director or partner or **employee** of **yours** or any managing agent of **yours** while acting in connection with **your business**
 - 4.3) the owner or lessee of any private dwelling house or flat stated in the **Material Damage Section – Commercial Property Investors appendix**

in respect of liability for which **you** would be entitled to indemnity under this Section if the claim for which indemnity is being sought had been made against **you** provided that

- a) any persons specified above shall as though they were **you** be subject to the terms Conditions and Exclusions of this **policy** or Section insofar as they can apply
- b) nothing in this Extension shall increase **our** liability to pay any amount exceeding Limits of Liability stated in the **appendix** regardless of the number of persons claiming to be indemnified

These Conditions apply to Liability Section - Subsections 1 and 2 and are additional to the Policy and Subsection Conditions

Avoidance of certain terms and rights of recovery

The indemnity provided under **Subsection 1 Employers' Liability** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **employees** in **territorial limits** or offshore installations within the continental shelf around those countries may require but **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

Claims (contribution)

If at the time of any **event** to which this Section applies there is or but for the existence of this Section there would be any other insurance covering the same **damage** or liability **we** shall not be liable under this Section except in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected

Claims (discharge of liability)

We may at any time at **our** sole discretion

- 1) under **Subsection 1 Employers' Liability** pay to **you** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **you** can be settled and **we** shall not be under any further liability in respect of such claim or claims
- 2) under **Subsection 2 Public Liability** pay to **you** the Limit of Liability applicable (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **you** can be settled and **we** shall not be under any further liability in respect of such claim or claims except for other costs and expenses for which **we** may be responsible incurred prior to such payment

provided that in the event of a claim or series of claims resulting in **your** liability to pay a sum in excess of the Limit of Liability applicable **our** liability under **Subsection 2 Public Liability** for 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 or on behalf of **you** in settlement of the claim or claims