



**Liability Insurance
Policy**

RSA Northern Ireland Insurance Ltd

LIABILITY INSURANCE - The Document of Insurance

THIS IS TO CERTIFY that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by RSA Insurance Ireland DAC whose name appears below, (hereinafter referred to as The Company), and in consideration of the premium specified herein, The Company are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon

Whereas the person or persons, partnership, firm or company stated in the Schedule (hereinafter referred to as the Insured) have made to the Company a proposal containing particulars and statements, which together with any other information which may have been supplied, shall be the basis of the contract and shall be considered as incorporated herein, and in consideration of the premium stated in the Schedule the Company hereby agree, to the extent and in the manner hereinafter provided to indemnify the Insured against loss, destruction or damage sustained or legal liability for accidents happening during the period stated in the Schedule, after such loss, destruction, damage or accident is proved

Provided always that:

1. the liability of The Company shall not exceed the limits of indemnity expressed in the Schedule or such other limits of indemnity as may be substituted therefore by endorsement hereon or attached hereto signed by or on behalf of The Company.
2. this Policy insures in respect ONLY of such of the Sections hereof as are so specified in the Schedule as operative

In **witness whereof** this Policy has been signed at the place stated and on the date specified in the Schedule by the contract holder on behalf of The Company being:- 100% RSA Insurance Ireland DAC and participating co-insurers. Unless the Insured or the Insurance Company has agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English Law.

Payments

In accordance with Section 93 of the Insurance Act 1936 it is understood and agreed that all monies which become or may become due and payable by the Company under this Insurance shall be payable and paid in the Republic of Ireland. Stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act, 1990.

In **Witness whereof** this Document has been signed

For and on behalf of
RSA Insurance Ireland DAC

THIS INSURANCE IS OPERATIVE ONLY IF SHOWN AS SUCH IN THE SCHEDULE

Definitions

1 Person entitled to Indemnity

Person entitled to Indemnity shall mean

- a) the Insured
- b) the personal representatives of the Insured in respect of legal liability incurred by the Insured
- c) at the request of the Insured
 - i. any principal
 - ii. any director or partner of the Insured
 - iii. any person Employed

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

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

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

2 Employee

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

3 Person Employed

Person Employed shall mean any

- a) employee
- b) labour master and individuals supplied by him
- c) individual employed by labour only sub-contractors
- d) self employed individual (not being in a partnership with the Insured)
- e) individual hired to or borrowed by the Insured
- f) individual undertaking study or work experience while under the supervision of the Insured

Working for the Insured in connection with the Business

4 Injury

Injury shall mean

Section 1

Bodily injury death disease or illness

Section 2

Bodily injury death disease illness wrongful arrest or false imprisonment.

5 Property

Property shall mean material property

6 Business

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

- a) ownership repair and maintenance of the Insured's own property
- b) provision and management of canteen social sports and welfare organisations and first aid ambulance and medical services for the benefit of any Person Employed.
- c) fire and security services maintained solely for the protection of premises owned or occupied by the Insured
- d) private work undertaken by any Person Employed for any director or partner of the Insured or Employee with the prior consent of the Insured

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

7 Offshore

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

8 Event

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

9 Insured's Contribution

Insured's Contribution shall mean the amount or amounts specified in the Schedule which the Insured agrees to pay (referred to as excess or deductible)

10 Intellectual Property Rights

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

11 Product

Product shall mean any goods or products designed, manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by on or behalf of the Insured which is no longer in the custody or control of the Insured.

12 Terrorism

Terrorism shall mean any act or acts including but not limited to:

- a) the use or threat of force and/or violence

and/or

- b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means

caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

13 The Company

RSA Insurance Ireland DAC

14 The Insured

The Insured shall mean the persons, companies, partnerships or unincorporated associations named in The Schedule.

SECTION 1 – EMPLOYERS LIABILITY

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

The Company will provide indemnity to any Person entitled to Indemnity

- 1 against legal liability for damages in respect of Injury of any Person Employed caused during any Period of Insurance
 - a) in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands or the Isle of Man or
 - b) while temporarily outside these territoriesarising out of and in the course of employment by the Insured in the Business
- 2 against legal liability for claimants costs and expenses in connection with 1 above.
- 3 in respect of
 - a) reasonable cost of legal representation at
 - i. any coroner's inquest or inquiry in respect of any death
 - ii. proceedings in any court arising out of any alleged breach of statutory duty resulting in Injurywhich may be the subject of indemnity under this Section
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 aboveincurred with the Company's written consent

Provided that in respect of any one Event

- (i) the total amount payable under this Section (including all Extensions and Endorsements) shall not exceed the Limit of Indemnity
- (ii) the Company may, at its absolute discretion and at any time, pay the Limit of Indemnity (less any sums already paid or incurred) or any less amount for which the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof.

Extensions to Section 1 (each of which is subject otherwise to the terms of this Policy)

1 Unsatisfied Court Judgements

In the event of a judgement for damages being obtained

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

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

- c) remaining unsatisfied in whole or in part six months after the date of such judgement at the request of the insured the Company will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

- (i) there is no appeal outstanding
- (ii) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

2 Compensation for Court Attendance

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

- | | | |
|----|--|------|
| a) | any Director or Partner of the Insured | £500 |
| b) | any Employee | £250 |

3 Legal Expenses arising from Health and Safety Legislation

The Company will indemnify The Insured in respect of

- a) reasonable and necessary defence costs and expenses incurred with our prior written consent for defending proceedings, including appeals
- b) reasonable costs of prosecution awarded against the Insured

which arise from any health and safety enquiry or criminal proceedings for any breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

The Company will not provide indemnity

- (a) unless the proceedings relate to an actual or alleged act, omission or incident committed during the period of insurance within the defined territories and in connection with the Business
- (b) in respect of proceedings which
 - (i) result from any deliberate act or omission by the Insured
 - (ii) relate to the health and safety of any person other than an Employee
- (c) where Indemnity is provided by another Insurance policy

4 Corporate Manslaughter and Corporate Homicide Act 2007

The Company will

- a) pay the Insured in respect of reasonable legal costs and expenses and
- b) indemnify the Insured in respect of reasonable costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought in respect of a charge and/or investigations connected with corporate manslaughter or corporate homicide under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in connection with the Business which may be the subject of indemnity under this Policy.

Provided that

- (i) the maximum amount payable under this extension shall not exceed the Limit of Indemnity as stated in the Schedule
- (ii) all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity as stated in the Schedule
- (iii) the Insured agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment
- (iv) legal costs and expenses are incurred only with the prior written consent of The Company (such consent not being unreasonably withheld)
- (v) the Insured shall give to The Company immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension

The Company will not pay for

- a) any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- b) legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured
- c) costs and expenses 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
- d) costs and expenses in connection with the defence of any criminal proceedings relating to an alleged breach brought in any country outside the European Union

- e) costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - (i) the Insured
 - (ii) any Director or Partner of the Insured
 - (iii) any Employee

other than where death is caused by the way in which the Business is managed or organised by the Insured and amounts to a gross breach of relevant duty of care owed by the Insured to the deceased.

Cross Liabilities

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

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

Right of Recovery

- 6** The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, Ireland, the Isle of Man or the Channel Islands.

However The Insured will repay to The Company all sums The Company would not have been liable to pay but for the provisions of such law.

Exclusions to Section 1

The indemnity will not apply to legal liability

1. Of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofwhere such legal liability is
 1. that of any principal
 2. accepted under agreement and would not have attached in the absence of such agreement
2. In respect of Injury for which the Insured is required to arrange motor insurance or security in accordance with any Road Traffic Act legislation.
3. Arising Offshore including work in or and travel to or from or within any offshore
 - a) accommodation, drilling or production rig or platform
 - b) support vessel
4. In respect of
 - a) liquidated damages
 - b) fines or penalties
 - c) compensation ordered or awarded by a Court of Criminal Jurisdiction
 - d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damage
5. The Company will not provide indemnity in respect of any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
 - a) Terrorism
 - b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

Except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where The Company allege that any consequence whatsoever resulting directly or indirectly from or in connection with 5 (a) and/or 5 (b) above regardless of any other contributory cause or event is not covered under this Section (or is covered only up to a specified limit of indemnity) the burden of proving that any such consequence is covered (or is covered beyond that limit of indemnity) under this Section shall fall upon the Insured.

Special Provision – Terrorism

Subject otherwise to the terms of the policy

When the Employers' Liability Section is insured by this policy neither of the exclusions in (a) and (b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including costs and expenses.

SECTION 2 – PUBLIC AND PRODUCTS LIABILITY

The Company will provide indemnity to any Person entitled to Indemnity

- 1 up to the Limit of Indemnity against legal liability for damages in respect of
 - a) accidental Injury of any person
 - b) accidental loss of or damage to Property
 - c) nuisance trespass to land or trespass to goods or interference with any easement right of air light or waterway other than legal liability for damages which result from a deliberate act or omission of the Insured or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act of omission.
 - d) wrongful arrest and false imprisonment

occurring in Great Britain, Northern Ireland, Republic of Ireland, the Channel Islands, or Isle of Man during any period of Insurance in connection with the Business

- 2 against legal liability for claimant's costs and expenses in connection with 1 above

- 3 in respect of

- a) reasonable costs of legal representation in respect of
 - (i) coroner's inquest or inquiry in respect of any death
 - (ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence specified in 1 above

which may be the subject of indemnity under this Section

- b) all other reasonable costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 above

incurred with the Company's written consent.

Provided that in respect of

- a) any one Event
- b) all Events occurring during any Period of Insurance in respect of products supplied
- c) all incidents considered by the Company to have occurred during any Period of Insurance in respect of pollution or contamination of buildings or other structures or of water or land or of the atmosphere.

the following shall apply

- 1 the total amount payable by the Company in respect of 1 above and all Extensions and Endorsements shall not exceed the Limit of Indemnity.
- 2 the Insured's Contribution in respect of damages and claimant's costs and expenses will be payable before the Company shall be liable to make any payment.

- 3 the Company may, at its absolute discretion and at any time, pay the Limit of Indemnity (less any sums already paid as damages) or any less amount for which the claims arising out of such Event can be settled. The Company will then relinquish control of such claims and be under no further liability in respect thereof except for costs and expenses for which the Company may be responsible prior to the date of such payment.
- 4 where the Company is liable to indemnify more than one person the total amount of indemnity in respect of damages shall not exceed the Limit of Indemnity.

Insured's Contribution

The indemnity provided by this Section is subject to an Insured's Contribution as agreed and shown in schedule (referred to as excess or deductible) in respect of each event loss of or damage to Property arising from work away from the Insured's premises.

Extensions to Section 2 (each of which is subject otherwise to the terms of this Policy)

1 Legal Defence Costs

The Company will provide indemnity to the Insured and, if the Insured so requests, any Employee or Director or Partner of the Insured.

Up to the Limit of Indemnity in respect of

- a) reasonable costs and other expenses incurred with the Company's written consent
- b) costs awarded against the Insured or any Director Partner or Person Employed

In connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

In respect of a breach of:

- (i) the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 where the proceedings relate to the health safety and welfare of any person other than a Person Employed Director or Partner of the Insured.
- (ii) Part II of the Consumer Protection Act 1987
- (iii) Part II of the Food Safety Act 1990

Provided that

- 1. the indemnity will not apply:
 - a) to fines or penalties of any kind
 - b) to compensation ordered or awarded by a Court of Criminal Jurisdiction
 - c) where Injury to any person or loss of or damage to Property has occurred
 - d) where indemnity is provided by any other insurance
 - e) to proceedings consequent upon any deliberate act or omission by:
 - (i) the Insured
 - (ii) any Director or Partner of the Insured
 - (iii) any Employee with any specific responsibility for compliance with legislation specified in this Section
 - (iv) a failure to comply with any Health and Safety appraisal which was a term and condition of the Policy with the Insured

which could reasonably have been expected to constitute a breach of the legislation specified in this Section

- 2. the indemnity will apply only where shown in the Schedule

3. the Company may, at its absolute discretion and at any time, pay the Limit of Indemnity (less any sums already paid) or any less amount for which it may be responsible prior to the date of such payment. The Company will then relinquish control of such claims and be under no further liability in respect thereof.
4. where the Company is liable to indemnify more than one person the total amount of indemnity shall not exceed the Limit of Indemnity.

2 Corporate Manslaughter and Corporate Homicide Act 2007

The Company will

- a) pay the Insured in respect of reasonable legal costs and expenses and
- b) indemnify the Insured in respect of costs of the prosecution awarded against the Insured

in connection with the defence of any criminal proceedings including appeals against judgement arising from such proceedings brought in respect of a charge and/or investigations connected with corporate manslaughter or corporate homicide under The Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in connection with the Business which may be the subject of indemnity under this Policy.

Provided that

- (i) the maximum amount payable under this extension shall not exceed the Limit of Indemnity as stated in the Schedule
- (ii) all amounts payable under this extension will form part of and are not in addition to the Limit of Indemnity as stated in the Schedule
- (iii) the Insured agrees details of the specific solicitor or counsel who are to act on behalf of the Insured prior to their appointment
- (iv) reasonable legal costs and expenses are incurred only with the prior written consent of The Company (such consent not being unreasonably withheld)
- (v) the Insured shall give to The Company immediate notice of any summons or other process served upon the Insured which may give rise to proceedings under this extension

The Company will not pay for

- a) any fines or penalties imposed on the Insured or the cost of implementing any remedial order or publicity order
- b) legal costs and expenses in connection with an appeal unless solicitor or counsel advise that there are strong prospects of succeeding in the appeal or recovering costs awarded against the Insured
- c) costs and expense 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
- d) costs and expenses in connection with the defence of any criminal proceedings

- e) relating to an alleged breach brought in any country outside the European Union costs and expenses in connection with the defence of any criminal proceedings resulting from any deliberate or intentional criminal act or omission by
 - (iv) the Insured
 - (v) any Director or Partner of the Insured
 - (vi) any Employee

other than where death is caused by the way in which the Business is managed or organised by the Insured and amounts to a gross breach of relevant duty of care owed by the Insured to the deceased.

3 Defective Premises

The Company will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- a) the Defective Premises Act 1972
- b) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which the Insured previously owned or occupied for the purposes of The Business

4 Data Protection Act 1998

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities.

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement.

The Company will also provide an indemnity to the Insured and if the Insured so requests any Employee or Director or Partner of the Insured against legal liability to pay damages and claimant's costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998.

Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998.

This Extension shall not apply in respect of:

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could have reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission

- d) claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- e) legal liability is provided by any other insurance.

5 Compensation for Court Attendance

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

- | | | |
|----|--|------|
| a) | any Director or Partner of the Insured | £500 |
| b) | any Employee | £250 |

6 Cross Liabilities

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

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

7 Contingent Motor Liability

Notwithstanding Exclusion 1a) the Company will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by the Employee of any mechanically propelled vehicle not the property of nor provided by the Insured.

The indemnity will not apply to legal liability

- a) in respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising while such vehicle is being driven by the Insured
- c) in respect of which the Insured is entitled to indemnity under any other insurance
- d) arising outside Great Britain Northern Ireland, the Channel Island or the Isle of Man

8 Overseas Personal Liability

The Company will indemnify the Insured, at the Insured's request, any Director, Partner or Employee of the Insured in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside their country of domicile in connection with The Business.

Where the Insured is an individual, this indemnity will also apply to that individual's personal liability whilst away from the business premises in connection with The Business but within the Insured's country of domicile.

Exclusions to Section 2

The Indemnity will not apply to legal liability

- 1 arising from or out of the ownership possession or used by or on behalf of the Insured or any Person Entitled to Indemnity of any

- a) mechanically propelled vehicle other than legal liability arising out of:
 - (i) the use of plant as a tool of trade on site
 - (ii) the use of plant at the premises of the Insured
 - (iii) the loading or unloading of any vehicle

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

- b) aircraft or other aerial device
- c) aerospace device
- d) hovercraft
- e) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters)
- f) offshore structure

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

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

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

- 4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance.

Provided that all pollution or contamination which arises out of one incident shall be considered by the Company for the purpose of this Policy to have occurred at the time such incident takes place.

- 5 a) in respect of loss of or damage to any
- | | | |
|-----------------------------|---|----------------|
| (i) product supplied | } | by the Insured |
| (ii) contract work executed | | |

caused by any defect therein or the unsuitability thereof for its intended purpose

- b) for the costs of recall removal repair alteration replacement or reinstatement of any
 - (i) product supplied
 - (ii) contract work executed
- } by the Insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

6 arising from or in connection with

- a) advice
 - b) design
 - c) specification
- } provided for a fee

7 arising from or in connection with any

- (i) product supplied
 - (ii) contract work executed
- } by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement in whole or in part

8 arising from or in connection with any product guarantee or collateral warranty

9 for the costs of remedying any defect or alleged defect in premises disposed of by the Insured

10 for

- a) liquidated damages
- b) fines or penalties
- c) compensation ordered or awarded by a Court of Criminal Jurisdiction
- d) aggravated, restitutionary, punitive or exemplary damage or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

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

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

12 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

13 Of whatsoever nature which is caused directly or indirectly by or arises out of the Failure of a System.

Definitions

For the purpose of this Exclusion:

- a) Failure of a System means the failure or inability of a System (whether or not owned by the Insured)
 - (i) to correctly recognise or utilise any data concerning a date (whether a date in the Year 2000 or any other date) as being such calendar date as the data is intended to represent.

(ii) to operate as a result of any command programmed into the System utilising any date (whether a date in the Year 2000 or any other date).

- b) System includes computers other computing and electronic and mechanical equipment linked to a computer hardware software programs data electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation.
- c) Microchip includes integrated circuits and microcontrollers.

14 Any claim whatsoever arising from Products sent to the United States of America and/or Canada.

15 Liability under any contract or agreement unless such liability would have attached in the absence of such agreement in whole or in part

16 Liability arising from any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

- a) Terrorism
- b) any action taken in controlling, preventing, suppressing or in any way relating to above

17 Loss or damage arising from the failure of any Product to fulfil its intended function

18 arising, wholly or in part, due to the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

GENERAL CONDITIONS

1 Non -Disclosure

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

2 Observance Of Policy Terms

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Company except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

3 Reasonable Precautions

The Insured at his own expense shall:

- a) take all reasonable precautions to prevent or diminish loss destruction or damage or any occurrence or cease any activity which may give rise to liability under this Policy and to maintain all buildings furnishings ways works machinery plant caravans and vehicles in sound condition.
- b) exercise care in the selection and supervision of employees.
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require.

4 Policy Avoidance

This Policy shall be avoided if:

- a) the Business be wound up or carried on by a liquidator or receiver or permanently discontinued or
- b) the Insured's interest cease otherwise than by death or
- c) an alteration be made either in the Business or in the Premises or property therein the occupation of any Insured Person or any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by endorsement signed by or on behalf of the Company.

5 Cessation of Interest

This Policy shall be avoided if the Insured's interest ceases and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.

6 Adjustment Of Premium

Unless otherwise agreed all Premiums are on a Minimum & Deposit basis. If any part of the Premium or Renewal Premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Company may require and the premium for such Period shall

thereupon be adjusted and the difference paid by the Insured as the case may be, subject to any minimum premium required.

7 Cancellation Clause

Cancellation when the premium is paid annually.

This Policy may be cancelled by:

- (ii) the insured giving written instruction to the Company .

Cancellation will be effective from:

the receipt of valid instruction from the insured provided that where a Certificate of Insurance has been issued as a statutory requirement to provide evidence of cover cancellation will only be effective from the date or receipt of the Certificate(s) of Insurance by the Company.

In such circumstances no refund of premium is payable in accordance with the Minimum and Deposit premium unless otherwise agreed.

Or

- (iii) the Company sending 30 days written notice to the last known address of the Insured.

Cancellation will be effective from

the expiry of the 30 days written notice sent by the Company

The Insured will be entitled to a proportionate return of premium in respect of the unexpired portion of the current Period of Insurance provided that no claim has been made in that Period nor any incident occurred that might give rise to a claim.

8 Limits of Indemnity

All the Limits of Indemnity and any other restrictions on the amount of the Company's liability stated in this Policy will apply as maximum limits to the Company's liability irrespective of the number of persons entitled to indemnity under this Policy.

For the purposes of the Limits of Indemnity and any other restrictions on the amount of the Company's liability, the Insured and all other persons entitled to indemnity under this Policy shall be treated as one party or legal entity so that there will be only a single contract of insurance between the Company as one part of the Insured and all other persons entitled to indemnity as the other party.

9 English Law

All disputes concerning the interpretation of this document are understood and agreed by both the Insured and the Company to be subject to English Law. Each party agrees to submit to the

jurisdiction of any Court of competent jurisdiction giving judgements in accordance with English Law and to comply with all requirements necessary to give such Court jurisdiction. All matters arising hereunder shall be determined in accordance with English Law and the practice of such Court.

10 Proposal and/or Statement of Fact and/or Declaration and/or Broking Submission Incorporated

The written Proposal and/or Statement of Fact and/or Declaration and/or Broking Submission made by the Insured or on the Insured's behalf shall be the basis of this Insurance and is deemed to be incorporated herein.

CLAIMS CONDITIONS

1 Fraudulent Claims

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy or if any loss destruction or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited.

2 Insured's Duties in Event of Claim

On the discovery of any circumstance or event which may give rise to a claim under this Policy the Insured shall:

- a) notify the Company in writing forthwith
- b) carry out and permit to be taken any action which may be reasonably practicable to prevent further loss destruction or damage and to minimise or check any interruption or interference with the Business or to avoid or diminish the loss
- c) as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- d) within 30 days give notice in writing with full particulars of the happening of any Occurrence which could possibly give rise to Claim under this Insurance, or the receipt by the Insured of notice of any Claim or of the institution of any proceedings against the Insured. On the happening of any such Occurrence
the Insured shall: -
 - (i) take all necessary steps to minimise loss or damage and to preserve evidence of loss or damage and its cause
 - (ii) give to the Company such information and assistance as the Company may reasonably require
 - (iii) furnish to the Company at his own expense in writing all details of the Claim together with such vouchers, proofs, explanations and other evidence as may reasonably be required by the Company.

The Insured shall not admit liability for or offer to agree settle or repudiate any Claim without the written consent of the Company who shall be entitled to take over and conduct in the name of the Insured the defence of any Claim and to prosecute in the Insured's name for the Company's benefit any claim for indemnity or damage or otherwise against a Third Party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any Claim.

The Claims Procedure shall apply notwithstanding any sums to be borne by the Insured for which he is responsible by the Terms of this Insurance.

3 Complying with Condition 2

No claim under this Policy shall be payable unless the terms of Claims Condition 2 have been complied with.

4 Subrogation

The Insured shall at the Company's request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss under this Policy whether such acts and things shall be or become necessary or required before or after the Company indemnifies the Insured.

5 Forwarding Correspondence

Every letter claim writ summons and process in connection with the event shall be forwarded to the Company immediately on receipt. The Insured shall also give the Company written notice immediately the Insured has knowledge of any prosecution or inquest in connection with any occurrence which may give rise to liability under this Policy.

6 Compulsory Insurance

The indemnity granted by this Insurance is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

7 Right of Recovery

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However the Insured will repay the Company all sums that the Company would not have been liable to pay but for the provisions of such law.

8. Other Insurance

If any claim covered by this Insurance is also covered in whole or in part by any other insurance, the liability of the Company shall apply as excess of and not as contributory with such other insurance

USE OF INFORMATION AND DATA PROTECTION

RSA Northern Ireland Ltd holds your details in accordance with the Data Protection Act 1998. The information you provide will be used to administer and process services that you have purchased from us, administer any future agreements we may have with you, manage any claim notified by you or by a third party and for client services, research and statistical analysis. RSA Northern Ireland Limited may carry out searches for the purpose of verifying your identity and/or driving experience and/or a credit search with a licensed credit reference agency.

Fraud Prevention, Detection and Claims History

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurers Database Services Limited (IDS Ltd) and the Motor Insurance Anti-Fraud and Theft Register, run by the Association of British Insurers (ABI). The aim is to help us to check information provided and also to prevent fraudulent claims. When you tell us about an incident, we will pass information relating to it to the registers.

Employers Liability Tracing Office

RSA Northern Ireland Limited have delegated authority to act for RSA Insurance Ireland DAC who are members of the Employers Liability Tracing Office. Certain information relating to your insurance policy will be provided to the Employers' Liability Tracing Office (ELTO) and added to an electronic database (the "Database").

This will consist of 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).

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

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

RSA Northern Ireland Insurance Ltd Complaints Procedure

Our focus is on the delivery of optimum service to all of our customers but we recognise that things may go wrong occasionally. We take any complaint we receive seriously and aim to resolve our customers' problems promptly.

If you do have cause to complain:-

- (a) Your complaint will be acknowledged promptly
- (b) Once a full investigation of your concerns has been made, we
Will respond with a decision

Most of our customers' concerns can be resolved quickly but sometimes more detailed enquiries are needed. If this is the case, we will contact you with an update and give you an expected date of response.

If you remain unhappy with the decision you receive from us you can refer the matter to the Financial Ombudsman Service (FOS). You must do this within 6 months of the final response.

The FOS will only consider your complaint if you have given us the opportunity to resolve if you are a private individual or considered to be a "micro-enterprise".

A "micro-enterprise" is any person or firm, irrespective of legal form, which is engaged in an economic activity that:

- Employs fewer than 10 persons; and
- Has a turnover or annual balance sheet that does not exceed €2 million

Please follow the steps below. If, however, we do not resolve your complaint within 8 weeks, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

Please follow this procedure if you are dissatisfied:-

1. In the first instance contact your Insurance Broker with your concerns.
You can write or telephone, whichever suits you and ask your contact to review the problem
2. If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number to:-

**The Head of Compliance
RSA Northern Ireland Insurance Ltd
Law Society House
Victoria Street
Belfast
BT1 3GN**

3. If you are not satisfied with the way your complaint has been handled you can Refer your complaint to the Financial Ombudsman Service.

If you are still unhappy and you feel the matter has not been resolved to your satisfaction Please contact the FOS at:-

**Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR Tel 0300 123 9 123 or www.financial-ombudsman.org.uk**