

This insurance is underwritten by Giant Risk Solutions Limited on behalf of Great Lakes Reinsurance (UK) PLC

We will, subject to the terms and conditions of the Policy, the Schedule and any Endorsements indemnify the Insured against loss or damage sustained or legal liability incurred described in this policy during the Period of Insurance stated in the Schedule for which a premium has been accepted

Please read the Policy, the Schedule and any Endorsements carefully to ensure that it is in accordance with your intentions and that all conditions are strictly complied with. Any non-compliance, whether unintentional or otherwise, could invalidate your Policy cover.

In the event of a claim under this Policy please notify:

Davis Managed Systems Limited
2nd Floor
East Court
Riverside
Campbell Road
Stoke on Trent
ST4 4EY

Tel: 0870 420 1250

Signed

A handwritten signature in black ink, appearing to read 'G. Ross', written in a cursive style.

Geoff Ross

Managing Director - Giant Risk Solutions Limited
For and on behalf of Great Lakes Reinsurance (UK) PLC.

Definitions and Interpretation Applying to the Whole Policy

Definitions

Certain words in the policy have special meanings. These meanings are given below or defined at the beginning of the appropriate section or sub-section. To help **you** identify these words in the policy **we** have printed them in bold throughout.

Average

If, at the time of the **damage**, the sum insured is less than the full reinstatement value of the property insured, the amount **we** will pay will be reduced in proportion to the amount of underinsurance.

Buildings

The **buildings** of the **premises** shown in the schedule including:

- a) Any outbuildings used in connection with the **business** or for domestic purposes.
- b) Landlord's fixtures, fittings and decorations.
- c) Walls, gates and fences.
- d) Drains, sewers, piping, ducting, cables, wires, and associated control gear and accessories on the **premises** and extending to the public mains, but only to the extent of **your** responsibility.
- e) Yards, car parks, roads, pavements, forecourts, all constructed of solid materials, but only to extent of **your** responsibility.

Business

The **business** shown in the schedule including:

- a) The provision and management of canteen, social, sports and welfare organisations for the benefit of **your** employees and first aid, fire and ambulance services.
- b) Maintenance of property and **premises** owned or occupied by **you**.

Damage

Loss, destruction or **damage** occurring within the **period of insurance**.

Electronic Data

Information of any kind stored in, processed by or retrievable by a **Data Processing System** whether belonging to **you** or not.

Parent or Subsidiary

Any company which is for the time being (directly or indirectly) **your** parent company, **your** subsidiary company or a subsidiary company of a parent company where the shareholding of a parent in a subsidiary exceeds 50%.

Period of Insurance

The **period of insurance** as specified in the schedule.

Pollution or Contamination

Pollution or contamination of any kind of **buildings**, land, water or air however arising

Premises

The **buildings** and the land within the boundaries belonging to them.

Stock

Stock and materials in trade the property of the Insured, or in trust for which **you** are responsible.

Employee

Any of the following people working for **you** in connection with **your business**:

- a) Anyone who has entered into or works under a contract of service or apprenticeship with **you**
- b) Any labour only subcontractor or anyone employed by them.
- c) Any self-employed person.
- d) Anyone who is engaged under a Work Experience Scheme or similar scheme
- e) Anyone who is hired or borrowed by **you**.

Excess

Where an **excess** is shown in the schedule, any section of this policy, or any endorsement attached to the policy, the amount for which **you** will be responsible will be deducted from all claims for **damage** to material property, after all other terms and conditions have been applied.

Terrorism

Means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

We, Us or Our

Giant Risk Solutions Limited on behalf of Great Lakes Reinsurance (UK) Plc .

You or Your

The person, people or the company or other organisation shown in the schedule as the insured.

Interpretation

A reference to a statute or a statutory regulation or order includes any revision or modification

Conditions applying to the whole policy

General conditions

In the following conditions the word **you** also includes any other person insured under the policy.

1. The policy, proposal or statement of fact, schedule and any endorsements should read as if they are one document.
2. **You** will take all reasonable steps to protect the property, prevent accidents, and comply with laws, bye laws or regulations, and take reasonable care in the selection and supervision of **employees**.
3. **You** must tell **us** of any change of circumstances, after the start of the insurance, which increases the risk of injury or **damage**. **You** will not be insured under the policy until **we** have agreed in writing to accept the agreed risk.
4. If **you**, or anyone acting for **you**, make a claim under this policy knowing the claim to be false, **we** will not pay the claim, and all cover under the policy stops.
5. If **you** decide **you** do not want to accept the policy, or any subsequent renewal of it, please tell **us** (or **your** insurance intermediary) within 14 days of receiving the policy, or renewal notice. **We** may, at **our** discretion, charge **you** for the time **you** have been on cover, including insurance premium tax.
6. **We** have the right to cancel this policy, or any section, or part of it, by giving 14 days' notice in writing, by registered letter to **your** last known address.
7. **We** have the right to void this policy in the event of misrepresentation, misdescription or non-disclosure in any material fact by **you**, or anyone acting for **you**
8. If **we** admit liability for a claim, but there is a dispute as to the amount to be paid, the dispute will be referred to an arbitrator. **You** and **we** will appoint the arbitrator jointly in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision. This clause shall not however affect any right **you** have as a consumer not to agree to arbitration. In such cases any dispute shall ultimately be resolved by the courts.
9. If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided that they keep to the terms of the policy.
10. If the policy is subject to a warranty, any breach of that warranty shall be bar to any claim. Any breach which occurred before the **Period of Insurance** during which the claim occurred, will not be regarded as bar to a claim occurring in that **Period of Insurance**.
11. **You** must tell **us** immediately if any building, or part of any building becomes unoccupied and pay an additional premium if required. **We** shall have the right to change the terms and conditions of the policy and **you** must action any risk improvement measures that **we** may require.
12. Any action taken as a result of a claim being made under this policy must be the subject of English law (or Scottish where applicable).

Claims Conditions

1. Upon learning of any circumstances likely to give rise to a claim **you** must:
 - a) Tell **us** as soon as reasonably possible and give **us** all the assistance **we** may reasonably require
 - b) As soon as is reasonably possible, tell the Police if the **damage** is due to any actual or suspected criminal act
 - c) Immediately send to **us** any intimation of a claim from a third party, writ, summons or other legal proceedings issued against **you**
 - d) Supply at **your** own expense, full details of the claim in writing including any supporting evidence and information that **we** require within the following periods:
 - i) 7 days for **damage** by riot, civil, labour or political disturbances or vandals or malicious people.
 - ii) 30 days after the expiry of the indemnity period under Section G **Business** Interruption
 - iii) 30 days after any other **damage**, interruption or bodily injury.
 - e) Take action to minimise
 - i) The **damage**;
 - ii) And to prevent further injury or **damage**; or
 - iii) To avoid interruption with the **business**.
2. **We** shall have the right to settle a claim by:
 - a) The payment of money
 - b) Reinstatement or replacement of the property lost or damaged
 - c) Repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** shall do so in a reasonable manner but not necessarily to its exact previous condition or appearance.
We shall not spend on any item more than its sum insured.
3. **We** have the right to the salvage of any insured property.
4. **You** must not admit, deny, negotiate or settle any claim without **our** written consent.
5. If at the time of the claim there is any other policy covering the same property or occurrences insured by this policy, **we** will be liable only for **our** proportionate share. If any other such policy has a provision preventing it from contributing in like manner then **our** share of the claim shall be limited to the proportion that the sum insured bears, to the value of the property insured.
6. **We** are entitled to:
 - a) Take the benefit of **your** rights against another person before or after **we** have paid a claim.
 - b) Take over the defence, or settlement of a claim against **you** by another person.
7. **We** have the right to enter the **building** where the **damage** has happened, and to take and keep any of the property insured, and to deal with salvage in a reasonable manner.

General Exclusions - applicable to all insurances

The policy does not cover:

1. Any event arising from war, warlike operations, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military force or usurped power or nationalisation, confiscation, requisition, seizure or destruction, by the government or public or local authority.
2. **Damage, loss or expense or cost** to any property directly or indirectly caused by, resulting from or in connection with any act of **terrorism**, regardless of any cause or event contributing concurrently or in any other sequence to the loss.

This policy also excludes loss, **damage**, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If **we** allege that by reason of this exclusion, any loss, **damage**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

3. **Damage** arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Any expense, consequential loss, legal liability, or **damage** to any property directly or indirectly arising from:
 - a) Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel.
 - b) The radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly, or nuclear component.
 - c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
5. **Damage** to any electrical plant or appliance caused by its own:
 - a) Over-running
 - b) Short-circuiting
 - c) Excessive pressure
 - d) Self-heating

This exclusion shall not apply where fire spreads to cause **damage** to other plant or appliances or other property insured.

6. Data exclusion

Loss, **damage**, destruction, distortion, erasure, corruption or alteration of **ELECTRONIC DATA** from any cause whatsoever (including but not limited to **COMPUTER VIRUS**) and loss of use, **business** interruption, reduction in functionality or productivity, cost, or expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **COMPUTER VIRUS** includes but is not limited to 'Trojan Horses', 'Worms' and 'Zombies'.

Nevertheless:

- (a) in the event that Peril A listed in the **Buildings** or **Contents** Sections of this Insurance (Fire or Explosion) results from any of the matters described in this exclusion, then this Insurance, subject to all its terms, will cover physical loss or **damage** to Property Insured directly caused by such a Peril.
- (b) if computer systems records are Property Insured and are the subject of direct physical loss or **damage** by a Peril covered by the **Buildings** or **Contents** Sections of this Insurance, then this Insurance, subject to all its terms, will cover physical loss or **damage** to such computer systems records directly caused by such a Peril.

7. Pollution and Contamination Exclusion

Loss, **damage**, costs or expenses in connection with any kind or description of seepage and/or pollution and/or contamination, direct or indirect, arising from any cause whatsoever

Nevertheless:

- (a) if fire is not excluded from this Insurance and a fire arises directly or indirectly from seepage and/or pollution and/or contamination, any loss or **damage** otherwise insured under this Insurance arising directly from that fire shall (subject to all other terms of this Insurance) be covered
- (b) if Property Insured is the subject of direct physical loss or **damage** for which **we** have paid or agreed to pay then this Insurance (subject to all other terms of this Insurance) insures against direct physical loss or **damage** to the Property Insured hereunder caused by seepage and/or pollution and/or contamination resulting from the original physical loss or **damage**

PROVIDED that neither paragraph (a) or (b) above shall include the costs of decontamination or removal of water, soil or any other contaminated substance.

It is a condition precedent to our liability under paragraph (b) above that the Insured shall give written notice to **us** of intent to claim loss or **damage** under paragraph (b) NO LATER THAN 12 MONTHS AFTER THE DATE OF THE ORIGINAL PHYSICAL LOSS OR **DAMAGE**

8. **We** will not pay for any **Business** Interruption losses resulting from Customers or Suppliers Extensions or Denial of Access due to **terrorism**. **We** will also not pay for **damage**, cost or expense directly or indirectly arising from interruption of any Public Utility (eg. Electricity, gas, water, communications) due to **terrorism**.

General Exclusions - applicable to all insurances other than Employers' Liability

The policy does not cover:

1. **damage**
2. consequential loss, additional expenditure or extra expenses
3. legal liability
4. other fees, costs, disbursements awards or other expenses

arising from:

1. the way in which any **data processing system** responds to, or deals with, or fails to deal with, any true calendar date or dates.
2. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates whether such **data processing system** is **your** property or not and whether operating before, during or after the year 2000 but in respect of all insurances other than Public Liability or Products Liability this shall not exclude subsequent loss destruction or **damage** or consequential loss, additional expenditure or extra expenses (not otherwise excluded) which itself results from a **defined peril** otherwise covered by this Policy.

Definitions for the purpose of this Exclusion, the following special meanings shall apply:

Data processing system means any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Defined Perils means fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, theft or attempted theft, earthquake, subterranean fire, storm, tempest, flood, escape of water from any tank apparatus or pipe, impact by any vehicle or by goods falling therefrom or animal.

Subject otherwise to the terms, conditions and limitations of the policy.

Section A - Buildings

For the purposes of this section **buildings** includes commercial, residential accommodation, walls, gates and fences around the **buildings** and belonging to them.

Property Insured

The Cover

What is insured

The **buildings** are insured against **damage** caused by the perils shown in the schedule.

A Fire, lightning, explosion or earthquake.

B Riot or civil, labour or political disturbances or vandals or malicious people.

C Storm or flood.

D Escape of water from fixed water apparatus.

We will also pay for **damage** to any fixed water apparatus caused by freezing or forcible or violent bursting.

E Impact by aircraft or other aerial devices, any vehicles or articles falling from them or by animals.

F Falling aerials, aerial fittings or masts.

G Leakage of the fuel oil used solely for domestic purposes in connection with the **buildings**.

H Theft or attempted theft.

J Accidental escape of water from an Automatic Sprinkler Installation

K Subsidence, ground heave or landslip

What is not insured

Damage (except for fire **damage**) caused

By the explosion of any steam pressure apparatus which:

- **you** own or control
- is not for domestic use.

Damage caused:

- by theft or attempted theft
- through confiscation, destruction or requisition by order of the Government or any other Public Authority.

Damage resulting from stoppage of work.

Damage:

- caused by frost, subsidence, ground heave or landslip
- to gates and fences
- due to a change in the water table level.

Damage:

- caused by water discharged or leaking from any automatic sprinkler installation.
- To any building which is empty or unoccupied for more than 30 consecutive days.

Damage

- arising from the erection, dismantling, repair or maintenance of such apparatus.

Damage:

- caused by theft or attempted theft not involving entry to or exit from the **buildings** by forcible and violent means.

Damage

- To any building which is empty or unoccupied for more than 30 consecutive days.
- Caused by explosion, earthquake or fire.

Damage

- Caused by the settlement or movement of made up ground or by coastal or riverbank erosion
- Occurring while the **buildings** or any part thereof is in the course of erection, structural alteration or repair or demolition
- Caused by normal settlement or bedding down of structures within two years of completion or during the contract maintenance period whichever is the longer

Glass

What is insured

Accidental breakage of fixed glass for which **you** are responsible in the **premises**.

The most **we** will pay is the cost of replacing broken glass with glass of similar quality or as otherwise recommended by the British Standard Code of Practice BS 6262.

We will also pay for:

- the cost of boarding up until the broken glass is replaced
- **damage** to frames and framework of any description and the cost of removing or replacing any trade contents which may have to be removed to replace the glass.

What is not insured

Silvering, lettering, bending or ornamenting glass in excess of £1,000 any one loss.

Breakage of cracked or scratched glass.

Damage resulting from repairs or alterations to the **premises**.

Sanitaryware

What is insured

Accidental breakage of fixed sanitaryware at the **premises** for which **you** are responsible.

What is not insured

Damage resulting from repairs or alterations to the **premises**.

Rent

If the **buildings** are made uninhabitable by **damage** from any cause insured by this section, **we** will pay for loss of rent, until the **buildings** are repaired or reinstated.

The most **we** will pay is 15% of the sum insured on **buildings** unless included elsewhere within the Schedule.

The reinstatement must be done without delay.

Alternative Accommodation

If the **buildings** are made uninhabitable by **Damage** from any cause insured by this section, **we** will pay the cost of reasonable alternative accommodation during the period needed to restore the **buildings**

The most **we** will pay is 20% of the sum insured on **buildings**

Property Owners Liability

What is insured

Any amounts which **you**, as owner of the **premises** become legally liable to pay as compensation for accidental death of or accidental personal injury to any person or accidental **damage** to material property, occurring during any **period of insurance**.

Your legal liability 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** which have been disposed of by **you**. Provided that **you** have no other specific insurance in force.

The most **we** will pay for all claims made for any one occurrence or all occurrences of a series arising out of one original cause is the amount shown in the Schedule.

We will also pay legal costs awarded to any claimant or incurred in defending any claim

What is not insured

Any liability:

- Arising from an agreement which imposes a liability which **you** would not otherwise have been under
- Arising from the occupation of the **premises**
- For **damage** to property owned or held in trust by **you** or in **your** custody or control
- For bodily injury or disease sustained by any employee
- For the cost of remedying any defect or alleged defect in the **premises**.

Settling claims

We will pay the full cost of repair or reinstatement of the damaged part of the **buildings** provided that the work is done without delay or at **our** option **we** will arrange for the work to be carried out. However, **we** will take off an amount for wear and tear if the **buildings** are in a poor state of repair or decoration.

We will not pay for repair or reinstatement to a condition better or more extensive than the condition of the **buildings** when new.

Trace and access

In the event of **damage** by peril D or G **we** will also pay for

- Costs and expenses incurred in locating the source of the **damage**
- Costs and expenses incurred in repairing any **damage** caused in locating the source of the **damage**
- The most **we** will pay is £15,000

Average

The sum insured under each **building** is separately subject to **average**.

Additional Costs

We will pay the necessary and reasonable costs that **you** incur in repairing or reinstating the **buildings** following **damage** insured under this section, namely:

- Fees to architects, surveyors, consulting engineers and others.
- The cost of clearing the site and making it and the **premises** safe
- The cost of complying with any government or local authority requirement following **damage** unless **you** were given notice of the requirement before the **damage**.

We will not pay:

1. Fees for preparing a claim under this section
2. For the cost of undamaged parts of the **buildings** (except the foundations of the damaged parts)
3. The cost of work stipulated in any notice already served upon **you**
4. For costs or expenses incurred in removing debris other than from the **premises** and the area immediately adjacent
5. For costs or expenses arising from **Pollution** or Contamination of property not insured by this policy.

Limits

The most **we** will pay for **damage** to the **buildings**, including additional costs, is the sum insured under Section A.

Automatic reinstatement of the sum insured

We will automatically reinstate the sum insured upon notification of a claim to **us** unless **we** give **you** written notice to the contrary.

Provided that **you**:

1. Pay the appropriate additional premium
2. Take immediate steps to carry out any amendments in the protection of the **premises** that **we** may require

The most **we** will reinstate in any one **Period of Insurance** is the sum insured.

Selling your buildings

If **you** are selling **your buildings** **we** will insure the buyer up to the date the contract is completed unless he has arranged his own insurance. The buyer must keep to the terms and conditions of the policy.

Capital Additions

The insurance **we** provide in this section includes:

- Any newly acquired **buildings** in the United Kingdom that are not otherwise insured
- Alterations, additions and improvements to **buildings**, but not for any increase in their value during the current **Period of Insurance** at any of the **premises** insured under the policy.

Provided that:

- The most **we** will pay at any one situation is 10% of the total sum insured under Section A or £500,000 whichever is the lesser
- **You** must tell **us** as soon as possible of any extension to cover as detailed above and take out insurance cover from the date that **our** liability commenced.

Tenants

Your rights under this policy will not be prejudiced by anything, which **your** tenant, occupying or using the **premises**, does, or fails to do if it was unknown to **you** or beyond **your** control.

Provided that **you** tell **us** as soon as **you** know and pay any additional premium required.

Excess

The **excess** applicable under this section is shown in the schedule attached to the policy.

Section H - Liabilities

Definitions

Business

For the purpose of section H the **business** shall include:

- Private work carried out by any of **your** employees for **you** or any of **your** directors or executives
- Participation in exhibitions
- The provision and management of canteen social sports and welfare organisations for the benefit of **your** employees
- The maintenance of property and **premises** by **you**

Products

Any commodities or goods or any thing (including packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported, or disposed of by **you** or on **your** behalf of any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of **your business**.

The Cover

Employers Liability - Section H1

What is insured

Your legal liability for death, bodily injury or disease sustained by any **employee** which arises out of and in the course of his employment by **you** in connection with **your business**.

We will pay:

- All sums **you** become legally liable to pay for any claim for damages settled or defended with **our** consent
- Claimant's costs and expenses
- All costs and expenses **you** incur with **our** consent in defending any claim for damages.

Provided that the death, bodily injury or disease is sustained:

- During any **Period of Insurance**
- Within the **territorial limits**
- Or to **employees** employed within the **territorial limits** and temporarily working elsewhere, engaged solely in non manual work.

What is not insured

Any liability for death, bodily injury or disease sustained by any **employee**:

- On any offshore installation or support or accommodation vessel for any offshore installation or in transit, to from or between any offshore installation or support or accommodation vessel

- For which compulsory motor insurance or security is required under either of the following:

The Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992

The Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Insurance Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

Limit of Liability

The most **we** will pay is £10,000,000 for any one claim against **you** or by **you** or series of claims against **you** or by **you** arising out of one cause. If the cause is **Terrorism** the most **we** will pay is £5,000,000.

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants.
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated above.

Extensions to the Employers' Liability cover

What is insured

Unsatisfied Court Judgements

If any **employee** or his personal representatives obtains a judgement for damages for death, bodily injury or disease against any Company or individual operating from **premises** within the **territorial limits** and that judgement remains unpaid for more than six months **we** will pay to the **employee** or his personal representatives, at **your** request, the amount of any unpaid damages and awarded costs. Provided that:

- The death, bodily injury
 - i) Is caused during the **Period of Insurance**
 - ii) arises out of and in the course of his employment in **your business**
- There is no appeal outstanding at that time
- If any payment is made under this extension the **employee** or his personal representatives shall assign the judgement to **us**

Court Attendance Expenses

What is not insured

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request, in connection with a claim for which insurance is provided under this section:

- i) **You** or **your** partner or any director - £250 per day
- ii) Any **employee** - £100 per day

Special Conditions applying to Section H1 - Employers Liability

The cover provided by this insurance is in accordance with the law relating to compulsory insurance of liability to employees within the **territorial limits** but **you** will have to repay all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

Public Liability - Section H2

What is insured

Your legal liability for:

- Accidental death of or personal injury to any person
- Accidental **damage** to material property of any person
- Accidental obstruction, trespass, nuisance or interference with pedestrian, road, rail, air or waterborne traffic.
- Charges of wrongful arrest or malicious prosecution being brought against **you** arising out of any allegation of shoplifting or other improper conduct at **your premises** by any person other than an **employee**.

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

We will pay all sums **you** shall become legally liable to pay as compensation.

What is not insured

Any liability:

- For bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**.
- Arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged.
- For **damage** to property which belongs to **you** or is held in trust by **you** or borrowed, rented, leased or hired for use by **you**.

This shall not apply to:

- i) Personal property (including vehicles and their contents) of **your** visitors, **employees** or directors.
 - ii) **Buildings** or their contents temporarily occupied by **you** for the purpose of carrying out work.
 - iii) **Premises** rented, hired, leased or lent to **you** unless the liability attaches solely because of a contract or agreement.
- For **damage** to that part of any property upon which **you** or **your** servant or agent has been working, where the **damage** is a direct result of such work.
 - For liquidated damages, fines or penalties which attach solely because of a contract or agreement.

- Arising from the ownership, possession or use of any mechanically propelled vehicle or mobile plant by **you** or on **your** behalf:

- i) Which is licensed for road use
- ii) For which compulsory motor insurance or security is required.
- iii) Which is more specifically insured

This shall not apply to:

- a) the loading and unloading of mechanically propelled vehicles or mobile plant unless more specifically insured
- b) The use of any mechanically propelled vehicle or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required

- Arising from the ownership, possession or use by **you** or on **your** behalf of:

- i) Craft designed to travel through air or space
- ii) Hovercraft or watercraft other than non powered craft not exceeding six metres in length.

- Arising from **products** after they have ceased to be in **your** custody or control

This shall not apply to food or beverages for consumption on **your premises** where **you** are carrying on **your business**

- Arising out of programming or for loss of information or the provision of wrong information on in or from computer disks, tapes or other **Data Processing Systems**.
- The **excess** as shown in the schedule for costs which **you** may become legally liable to pay in respect of **damage** to the property of any third party.

Limit of Liability

The most **we** will pay for all claims made for anyone occurrence or all occurrences of a series arising out of one original cause is as shown on the schedule.

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated in the schedule.

Products Liability - Section H3

What is insured

Your legal liability for:

- Accidental death of or personal injury to any person
- Accidental **damage** to material property of any person

occurring anywhere in the world during the **Period of Insurance** in connection with **products** supplied in or from the **territorial limits** and caused by **products**.

We will pay all sums you become legally liable to pay as compensation.

What is not insured

Any liability:

- For bodily injury or disease sustained by any **employee** arising out of and in the course of his employment by **you** in connection with **your business**
- For replacing, reinstating, rectifying, repairing, recalling or guaranteeing the performance of any **products**
- Arising from any **products** which at the time of the contract of sale or supply are knowingly:
 - i) Sold or supplied for use in craft designed to travel through air or space
 - ii) Exported to the United States of America or Canada
- Arising from any **products** in **your** custody or control
- For liquidated damages, fines or penalties which attach solely because of a contract or agreement
- Arising from professional advice given by **you** for a fee or in circumstances where a fee would normally be charged
- Arising out of programming or for loss of information or the provision of wrong information on, in or from computer disks, tapes or other **Data Processing Systems**.

Limit of Liability

The most **we** will pay for any one **period of insurance** is as shown on the schedule.

The amount shall be inclusive of:

- i) All legal costs and other expenses incurred by any claimant or claimants.
- ii) All legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in **excess** of the amount stated in the schedule.

Extensions to the Public Liability and Products Liability cover

Public Liability during visits abroad

What is insured

The Public Liability cover applies to non manual work carried out during temporary visits anywhere in the world in connection with **your business** by **you**, any **employee** or director normally resident in and travelling from within the **territorial limits**

Personal Liability during visits abroad

What is insured

The personal liability of:

- **You**
- Any **employee**
- The family of any **employee** or director while accompanying such a person during temporary visits anywhere in the world in connection with **your business**

provided that such persons listed above shall keep to the terms, limitations and conditions of this policy as they apply to the public liability cover.

What is not insured

Any liability:

- Arising from any contract or agreement which imposes a liability that **you** would not otherwise have been under
- Arising from the ownership or occupation of any land or **buildings**
- Arising from the carrying on of any trade or profession
- Arising from the ownership, possession or use of:
 - i) Firearms
 - ii) Mechanically propelled vehicles
 - iii) Craft designed to travel through air and space
 - iv) Hovercraft or watercraft
 - v) Animals of dangerous species.
- Arising from **damage** to property owned or held in trust by:
 - i) **You**
 - ii) Any **employee** or director
 - iii) The family of any **employee** or director
- For accidental death of or illness of or personal injury to any member of the family of any **employee** or director or to any **employee** of any director or **employee**.

Cross Liabilities

What is insured

Where this policy is in the joint names of more than one party **we** will deal with any claim as though a separate policy had been issued to each of them.

Data Protection Act

What is insured

We will pay all sums **you** become legally liable to pay under Section 13 of the Data Protection Act 1998 in accordance with personal data held by **you**.

What is not insured

Fines or penalties.
The cost of replacing, reinstating, rectifying or erasing any personal data.

Motor Contingent Liability

What is insured

All sums which **you** and **you** alone shall become legally liable to pay as compensation for:

- i) Accidental death of or accidental personal injury to any person
- ii) Accidental **damage** to material property arising out of the use of any motor vehicle being used in connection with **your business**.

What is not insured

Any liability:

- Arising from the use of a motor vehicle which **you** own or provide
- Arising from a motor vehicle driven by **you**
- For any **damage** to the vehicles or goods carried in them
- Arising while the vehicle is being driven by any person who, to **your** knowledge, does not hold a current driving licence and is not disqualified from holding one
- Arising outside of the **territorial limits**
- Attaching to any person other than **you**

Extensions to the Employers' Liability, Public Liability and Products Liability cover

Additional benefit

What is insured

We will pay the costs incurred with **our** consent for:

- i) Representation at any Coroner's Inquest or Fatal Enquiry in respect of any death
- ii) Defending in any Court of Summary Jurisdiction any proceedings in respect of any act or omission causing or relating to any event which may be the subject of indemnity under this section.

Indemnity to Principal

What is insured

In the event of any claim for which **you** would be entitled to receive indemnity under this section being brought or made against any Public or Local Authority or other principal **we** will indemnify the said Public or Local Authority or other principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to Directors and Employees

What is insured

If the following people have a claim made against them for which **you** would be insured by this section, **we** will pay for any amounts for which they are legally liable

- Any **employee** or director
- Any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- **You** request **us** to do so
- Such people shall keep to the terms, conditions and limitations of this policy.

Health and Safety at Work Act Etc 1974

What is insured

We will pay, at **your** request, all legal fees and expenses incurred in the defence of any criminal proceedings brought against **you** or one of **your employees** or directors for a breach of the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 including legal costs and expenses incurred with **our** consent in an appeal against conviction.
Provided that the breach was committed or alleged to have been committed during the **period of insurance**.

What is not insured

Proceedings brought outside the **territorial limits**.
This extension shall not apply:

- i) Where proceedings relate to any deliberate or intentional act or omission
- ii) To fines or penalties of any kind.

All extensions to the Liabilities section are subject to the following:

- **we** shall not be liable unless **we** have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most **we** will pay is the **limit of indemnity** shown on the schedule.
- the terms limitations and conditions of the policy insofar as they can apply.

Special Conditions and Exclusions applying to section H

1. **We** may free ourselves from any further liability by paying to **you** or on **your** behalf the maximum sum payable under the public or products liability section or should any payments have been made, the balance of such maximum sum.

If the sum payable for any claim or claims made against **you** is greater than the maximum sum payable **you** shall pay the extra amount. **You** shall also pay such proportion of the law costs as the extra amount bears to the total sum payable for such claim or claims.

2. Any action taken as a result of a claim being made under this policy must be the subject of English Law (or Scottish Law where applicable).
3. **We** will not provide an indemnity under this policy for any bodily injury or disease sustained by **you** or any person **Closely Related** to **you**. **Closely Related** means husband, wife, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister, half brother, or half sister.
4. **We** will not indemnify **you** against any liability assumed by **you** by an agreement other (than liability arising out of a condition of warranty of goods implied by law) unless such liability would have applied in the absence of an agreement.
5. **We** will not cover any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Special Condition and Exclusions applying to section H2 - Public Liability and section H3 - Products Liability

1. Liability arising from **Pollution or Contamination** is not insured 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**.

All **Pollution and Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

2. Liability arising from any act of **terrorism** is not insured. **We** will also not pay for any liability arising out of any action taken by any authority or other person or entity to prevent, control or suppress any act of **terrorism**.
3. **We** will not pay for liability for damages, direct or consequential, on account of bodily injury, or loss or **damage** to property:
 - Arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
 - Associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mold, spore(s) or allergensIrrespective of the cause of such fungus, mildew, mold, spore(s) or allergens, and whenever or wherever occurring
4. **We** will not indemnify **you** against liability of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component or building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

COMPLAINTS PROCEDURE

Our aim is to provide all customers with a first class standard of service. However there may be occasions when you feel this objective has not been achieved.

Any enquiry or complaint that **you** may have should in the first instance be addressed to the broker who arranged this cover for you.

Please quote **your** Policy number in all correspondence so that **your** complaint may be dealt with speedily.

If **you** are still unhappy with any issue connected with the handling of **your** insurance policy or claim then **you** should direct **your** enquiry to

Giant Risk Solutions Limited
Abbey Business Centre
176 St Vincent Street
Glasgow
G2 5SG

If for any reason you remain less than satisfied with the handling of your insurance policy or claim then you should write to:

The Compliance Officer of Great Lakes Reinsurance (UK) PLC

1 Minster Court
Mincing Lane
London
EC3R 7YH.
Tel: 020 7929 2893
Fax: 020 7626 0371

In the event of contacting Great Lakes Reinsurance (UK) PLC you are still dissatisfied then you may be able to refer to:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800.

Further information is available from them.

Additional information if **you** are a retail customer

Compensation

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS). **you** may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations. The FSCS will meet the first £2,000 of **your** claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk.