

CompuCourier

Policy

Arranged by Bollington Underwriting Limited

Underwritten by Groupama Insurance Company Limited



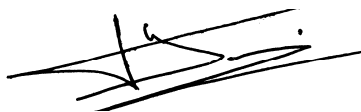
BOLLINGTON COURIERS INSURANCE SCHEME

The **INSURED** has applied for this insurance to the Groupama Insurance Company Limited (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

Signed for and on behalf of
Groupama Insurance Company Limited



François-Xavier Boisseau
Chief Executive Officer
Groupama Insurance Company Limited
Groupama House
24-26 Minories
London
EC3N 1DE

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS.

IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR BROKER OR INTERMEDIARY WHO WILL BE PLEASED TO HELP.

THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM.

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OUR CUSTOMER CARE POLICY

This insurance is administered on behalf of the INSURERS by Bollington Insurance Brokers Limited

Our Commitment to You

The Bollington Group and the **INSURERS** are committed to delivering the highest standards of customer care.

- We will make sure all the information we give you will be clear, fair and accurate.
- We will always try to be fair and reasonable whenever you need the protection of this Policy.
- We will also act promptly to provide that protection

We are always interested in your feedback and you can contact us on the following telephone number or via e-mail. Telephone calls may be recorded

Claims

Commercial Insurances Claims Manager
Groupama Insurances
Commercial Claims Centre
Third Floor
Block One Imperial Place
Elstree Way
Borehamwood
Hertfordshire
WD6 1AD

Telephone 0870 600 2123
Fax 0870 600 2102

E-mail: commercial.claims@groupama.co.uk

Policy Administration and Documentation

Operations Manager
Bollington Insurance Brokers Limited
Adlington House
Adlington Road
Bollington,
Macclesfield
Cheshire
SK10 5HQ

Telephone 01625 854300
Fax 0845 050 0051

If things go wrong

Whilst both Bollington Insurance Brokers and Groupama Insurances will make every effort to maintain the highest standards, we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. We therefore have in place procedures to investigate and remedy any area of concern. In such circumstances we promise:

- To acknowledge any formal complaint in 5 days or less.
- To have the issues reviewed by a person of appropriate seniority and authority.
- To identify the person managing your complaint in our original letter of response.
- To respond fully to your concern of complaint within a maximum of 28 days. If for any reason this is not possible, we will write to you promptly to explain why we have been unable to finalise the matter quickly. We will also let you know when we will contact you again.

If you still feel we have been unable to resolve the matter to your satisfaction then please write to Groupama Insurances Chief Executive (on behalf of the INSURERS) at

Groupama Insurances
Groupama House
24-26 Minories
London
EC3N 1DE
Tel: 0870 850 8510
Fax: 020 7264 2860

OUR CUSTOMER CARE POLICY (continued)

Financial Ombudsman Service

If you are still unhappy following receipt of our final response you can refer the dispute to the Financial Ombudsman Service who will review your case on an independent basis. The address is

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

Tel 0845 080 1800

(Please note that the Financial Ombudsman is only able to intervene in respect of personal policyholders or small businesses with a turnover less than £1m)

Financial Services Compensation Scheme

Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if we are unable to meet our obligations. Full details are available from the FSCS.

If you take any of the action mentioned above it will not affect your right to take legal action.

LEGAL HELPLINE

The policyholder has access to Abbey Legal Protection Ltd's 24-hour telephone legal helpline on any legal problem in connection with their business. The advice provided is confidential and impartial and is given without charge and can be confirmed in writing. If you require advice the telephone number is 0870 908 0793 quoting ALP 1080 as the reference number.

The Legal Helpline is not empowered to give advice on the admissibility of any claim under the policy. Also in the interests of monitoring the quality of legal advice given, conversations may be recorded on tape.

The Legal Helpline has been arranged for the benefit of policyholders and does not form part of any contractual relationship between the policyholder and the Groupama Insurance Company Limited.

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Policy

COMPANY

means the Groupama Insurance Company Limited

DAMAGE

means accidental loss damage or destruction

DANGEROUS GOODS

means those dangerous substances listed by the Health and Safety Commission in Part 1 of the Authorised and Approved List of Dangerous Substances explosives radioactive substances and any other substance presenting a similar hazard

DIRECTOR

means a director of the **INSURED** where the **INSURED** is a Limited Company

EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED** whilst working for the **INSURED** in the course of the

TRADE or BUSINESS

This definition is not applicable to the Employment Protection Insurance Section which has its own definition of **EMPLOYEE** applicable to that Section only

EXCESS

means the amount to be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

FEES AND EXPENSES

means any professional fees expenses and other disbursements reasonably incurred on behalf of the **INSURED** with the **COMPANYS** written consent

HAZARDOUS GOODS

means aerosols perfume engine oil and paint thinners

INJURY

means bodily injury death illness disease or shock causing bodily injury

INSURED

means the person or persons (including the legal personal representatives in the event of the **INSURED**'s death in respect of liability incurred by the **INSURED**) or Limited Company named in the Schedule

MONEY

means coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices

OFFSHORE

means as from the time when the **INSURED DIRECTORS PARTNERS or EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

PARTNER

means a partner of the **INSURED** where the **INSURED** is a partnership

DEFINITIONS (continued)

POLLUTION or CONTAMINATION

means

- (1) all **POLLUTION** or **CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION** or **CONTAMINATION** arising from **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES**

PRINCIPAL

means any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a contract

PROCEEDINGS

means civil or criminal tribunal legal proceedings or proceedings or appeals arising therefrom

PRODUCT

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **BUSINESS** and not within the custody of the **INSURED**

PROPOSAL

means any signed proposal form and declaration and any other information in connection with this insurance supplied by or on behalf of the

INSURED

POLLUTING or CONTAMINATING or SEEPING SUBSTANCES

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

REMEDIATION

includes "remediation" under the Environment Act 1995

TERRITORIAL LIMITS

- (1) in respect of Goods in Transit means England Scotland Wales Northern Ireland Eire the Channel Islands and the Isle of Man including sea crossings in or between such territories
- (2) in respect of the Employers Liability Section means anywhere in the world in respect of **INJURY** arising out of and in the course of employment by the **INSURED** in connection with the **TRADE** or **BUSINESS** sustained by a **DIRECTOR** or **PARTNER** or **EMPLOYEE** normally employed within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man whilst working temporarily outside such territories
- (3) in respect of the Public Liability Section means
 - (a) anywhere in the European Union
 - (b) elsewhere in the world (excluding USA and Canada) in respect of **INJURY** or loss or damage caused by or arising from non-manual activities of any **DIRECTOR** or **PARTNER** or **EMPLOYEE** normally employed within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man whilst working temporarily outside such territories and occurring during any temporary visit made in connection with the **TRADE** or **BUSINESS**

TRADE or BUSINESS

means only the **TRADE** or **BUSINESS** specified in the Schedule and includes

- (1) the provision and management for the benefit of the **INSURED** or **EMPLOYEES** of canteen social sports educational or welfare activities and first aid fire security and ambulance services
- (2) the ownership and routine maintenance and repair of the premises from which the **TRADE** or **BUSINESS** is conducted
- (3) the performance of private duties by **EMPLOYEES** at the request of the **INSURED DIRECTOR** or **PARTNER**

DEFINITIONS (continued)

TRANSIT

means the movement of Property from one place to another whilst in the **INSUREDS** custody or control including loading and unloading and temporary storage in the course of such movements either on or off the Vehicle

Temporary storage does not include Property stored

- (a) at a rental
- (b) subject to a contract for storage
- (c) subject to a contract for storage and distribution

WESTERN EUROPE

means Andorra Austria Belgium Denmark France Germany Liechtenstein Luxembourg Norway Portugal Republic of Ireland Spain Sweden Switzerland The Netherlands

GOODS IN TRANSIT SECTION

The **COMPANY** will indemnify the **INSURED** in accordance with the terms and conditions of the written contract between the **INSURED** and their customer in respect of **DAMAGE** to Goods in Transit in connection with the **TRADE or BUSINESS** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance whilst being carried by the Means of Conveyance stated in the Schedule provided that the **COMPANYS** liability including any extensions for Any One Event does not exceed the Any One Event Limit as stated in the Schedule

Basis of Cover

A Liability under the C. M. R Convention for traffic carried within the Territorial Limits

B Liability under Road Haulage Association conditions of carriage

C All Risks of loss or damage to Property (other than that which is subject to the C.M.R Convention)

D Liability under the C.M.R Convention for traffic carried in **WESTERN EUROPE**

The insurance includes the **INSUREDS** liability for **DAMAGE** to Property in the custody or control of a Sub-Contractor but the indemnity provided does not apply to any Sub-Contractor

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

- (1) loss of or damage by theft pilferage or shortage to
 - (a) bottled spirits*
 - (b) processed tobacco or tobacco products (but not raw leaf)*
 - (c) domestic audio / visual equipment*
 - (d) domestic electrical equipment (but not cookers refrigerators freezers dishwashers washing machines tumble dryers and spin dryers)*
 - (e) computer equipment and / or accessories*
 - (f) non-ferrous metals in scrap sheet bar ingot or similar form*
 - (g) precious stones or metals watches (exceeding £1,000 any one item) furs or jewellery (but not costume jewellery)*
 - (h) works of Art exceeding £500 any one item**

for losses exceeding £15,000 unless the Property is carried unknowingly

- (i) injury to or death of living creatures*
 - (j) **MONEY** or securities for money*
- (2) deterioration of Property in frozen chilled or insulated condition arising from
 - (a) faulty stowage*
 - (b) incorrect setting or operation of the equipment*
 - (c) variations in temperature unless directly caused by fire or accident (but not breakdown) to the vehicle or theft or attempted theft**

GOODS IN TRANSIT SECTION (continued)

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

- (3) loss damage or destruction caused by
 - (a) defective or inadequate packaging or incorrect or insufficient address of any parcel package or load*
 - (b) wear and tear latent defect inherent vice moth insects vermin climatic conditions damp mildew or rust*
 - (c) loss in weight evaporation taint leakage or spillage pollution or contamination deterioration depreciation electrical or mechanical breakdown or derangement unless due to fire explosion collision or overturning of the Means of Conveyance**
- (4) loss damage or destruction to Goods in Transit directly or indirectly caused by delay except as provided for by Extension 7*
- (5) disappearance shortage or unexplained or inventory shortage*
- (6) loss damage or destruction of or caused by **DANGEROUS GOODS** other than **HAZARDOUS GOODS***
- (7) loss damage or destruction of or to **HAZARDOUS GOODS** exceeding £15,000 in respect of any one loss unless the Property is carried unknowingly*
- (8) loss of or damage by theft pilferage or shortage to mobile phones in excess of £15,000 in respect of any one occurrence unless the Property is carried unknowingly*
- (9) any consequential loss except as provided for by Extension 7*

GOODS IN TRANSIT SECTION (continued)

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

(10) The first £100 of each and every loss

*(11) Under the C.M.R Convention the **COMPANY** will not be responsible for claims arising from*

- (a) Article 7(3) – omission from the consignment note of reference to the convention*
- (b) Article 21 – collection of cash on delivery payments*
- (c) Surrender of right of recourse under article 37 by virtue of the liberty granted under Article 40*
- (d) undertakings given under Article 24 (values in excess of 8.33 SDRs per kilogram) or Article 26 (special interest)*
- (e) delay except as provided under Article 23(5)*
- (f) confiscation requisition destruction or damage ordered by any government or other officials or authorities or the consequences of inadequate or inaccurate documentation*

GOODS IN TRANSIT INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 Legal Costs

The insurance by this Section includes

- (a) claimants costs and expenses for which the **INSURED** is legally liable
- (b) legal costs and expenses incurred with the **COMPANYS** written consent in respect of any claim which may be the subject of indemnity under this Section

2 The INSUREDS Property

The insurance by this Section includes **DAMAGE** to

- (a) tarpaulins sheets trailer curtains ropes chains webbing straps packing materials and similar items
- (b) any other goods (but not containers flats demountables accoutrements to any Vehicles or personal effects) up to a maximum of £2,500 Any One Event belonging to the **INSURED** or for which the **INSURED** is responsible whilst carried on any Vehicle described in the Schedule.

3 Expenses

The insurance by this Section includes expenses reasonably incurred by the **INSURED** in

- (a) the removal of debris and site clearance of Property **DAMAGED** whilst in transit from the immediate area of the site where the **DAMAGE** occurred
- (b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to the original destination or to a place of collection
- (a) reloading onto the Vehicle any Property which has fallen from the Vehicle
- (b) resecuring the Property where it has moved into a dangerous position during transit

4 Personal Effects

The insurance by this Section includes **DAMAGE** to drivers personal effects whilst they are in a Vehicle belonging to the **INSURED** up to an amount not exceeding £200 provided that the **COMPANY** will not be liable for **DAMAGE** to

- (a) audio or visual or telecommunication equipment
- (b) clothing whilst being worn

5 Temporary Vehicle Substitution

If the insurance by this Section relates to a specific road vehicle or vehicles details of which are specified in the Schedule the **COMPANY** will indemnify the **INSURED** for **DAMAGE** to Goods in Transit as described above in any similar road vehicle subject to the Policy terms conditions and exclusions when the vehicle or vehicles specified in the Schedule are out of use undergoing repair maintenance or testing

6 Containers

The insurance by this Section includes **DAMAGE** to containers and flats (but not demountable bodies) for which the **INSURED** is responsible provided that the **COMPANY** will not be liable for **DAMAGE** to

- (a) property owned hired or leased by the **INSURED**
- (b) any amount in excess of £20,000 per container or flat
- (c) the first £250 of each and every claim

GOODS IN TRANSIT INSURANCE SECTION – EXTENSIONS

7 Consequential or Indirect Loss

The insurance by this Section includes financial loss suffered by a consignor or consignee (other than **INJURY** to any person for which the **INSURED** is legally liable following accidental

- (a) loss of or damage to Property for which the Policy otherwise becomes liable
- (b) delay (other than failure to meet an agreed delivery time or date
- (c) mis-delivery

Provided that the **INSURED** must contract for the carriage either

- (i) specifically excluding such liability
- or

- (ii) limiting liability to the amount of the INSUREDS carriage charges for the Consignment

The **COMPANY** will not be liable for any amount in excess of £100,000 Any One Event in respect of this extension

GOODS IN TRANSIT SECTION - CONDITIONS

1 Common Law

Where a consignment is carried subject to conditions of a written contract but by court ruling the terms of such an contract are held not to apply the **COMPANY** will indemnify the **INSURED** for **DAMAGE** to Goods in Transit arising from the **INSUREDS** liability at common law up to an amount not exceeding £250,000 any one event

2 Reinstatement of Sum Insured

The Vehicle Sum Insured will be automatically reinstated by the amount of any claim provided that if the **COMPANY** requires it the **INSURED** pays the appropriate additional premium and tax

3 Limitations

(i) Under Basis of Cover B the **INSURED** will not accept liability beyond that provided by the standard conditions

(ii) Under Basis of Cover C if at the time of **DAMAGE** the value of Property is greater than the Vehicle Sum Insured shown in the Schedule the amount payable by the **COMPANY** will be proportionately reduced.

(iii) Under Basis of Cover D if at the time of **DAMAGE** the haulage charges earned in the current Period of Insurance in respect of **WESTERN EUROPE** exceed the amount shown in the Schedule the amount payable by the **COMPANY** will be proportionately reduced.

PUBLIC LIABILITY INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring within the **TERRITORIAL LIMITS** in connection with the **TRADE** or **BUSINESS** during the Period of Insurance

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and extensions of this Section in respect of or arising out of any one occurrence attributable to one original cause or source will not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

1 **DEFECTIVE GOODS**

the cost of repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

2 **LIABILITY UNDER AN AGREEMENT**

liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement

3 **FAULTY DESIGN**

*liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by the **INSURED** or anyone on the **INSURED'S** behalf*

4 **FINES OR PENALTIES**

fines penalties punitive exemplary aggravated liquidated or multiple damages

5 **INJURY TO EMPLOYEES**

*liability for **INJURY** to any **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED***

6 **PROPERTY IN INSURED'S CUSTODY**

liability for or arising out of loss of or damage to material property
(i) being worked on if loss or damage is as a result of such work
*(ii) in the custody or control of or owned by the **INSURED** or any **EMPLOYEE** other than*

- (a) **EMPLOYEES** personal effects*
- (b) premises including contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** in order that work thereon may be effected by the **INSURED** or **EMPLOYEE***

PUBLIC LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

7 OFFSHORE

*liability arising out of any work undertaken and/or visit **OFFSHORE***

8 POLLUTION

*liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance
Provided that*

- (a) all **POLLUTION** or **CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*
- (b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION** or **CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule
but in no event shall this Policy cover any liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** in the United States of America or Canada*

PUBLIC LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

9 VEHICLES AND CRAFT

liability arising in connection with

(a) watercraft hovercraft or aircraft

(a) (b)

10 PROPERTY DAMAGE EXCESS

the first £250 of any claim for loss of or damage to property

11 HOT WORK

*the use away from the **INSUREDS***

premises of hot air guns or blow lamps or

blow torches or welding equipment or

flame cutting equipment

12 DATE RECOGNITION / DISCONUITY

any failure to correctly recognise interpret or process any change of date

PUBLIC LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

13 ASBESTOS

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This exclusion shall not apply in respect of such removal or disposal provided that

- 1 such activity does not form part of the **INSUREDS** usual **TRADE** or **BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required*
 - (a) to make safe the area in which the discovery is made as soon as is practicable*
 - (b) who has Employers Liability and Public Liability insurances in force*
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
 - (i) that do not exclude the work to be carried out*

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

CROSS LIABILITIES

If this Policy is issued in the joint names of more than one **INSURED** the **COMPANY** will indemnify each of them as though a separate Policy had been issued to each of them Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source will in no circumstances exceed in the aggregate the Limit of Indemnity stated in the Schedule

LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction or any proceedings in respect of any act or omission
- (c) costs and expenses for claimants for which the **INSURED** is legally liable
- (d) other costs and expenses incurred which may be the subject of indemnity under this Section

DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** loss or damage arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **INSURED** for purposes pertaining to the **TRADE** or **BUSINESS** and since disposed of by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of **INJURY** loss or damage

- (a) happening prior to the disposal of the premises
- (b) to the premises disposed of
- (c) if the **INSURED** is entitled to indemnity from any other source

HEALTH AND SAFETY AT WORK ETC ACT

LEGAL

DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - (i) the Health and Safety at Work etc Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978
 - (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the

TERRITORIAL LIMITS

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) proceedings arising out of any deliberate act or omission by the **INSURED** **DIRECTOR PARTNER** or **EMPLOYEE**

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy

MOTOR CONTINGENT LIABILITY

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use for the purposes of the **TRADE** or **BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**. The **COMPANY** will not be liable under this Extension in respect of

- (a) indemnifying any party other than the **INSURED**
- (b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
- (c) **INJURY** loss or damage arising while such vehicle is being driven by the **INSURED** or **PARTNER** or **DIRECTOR**
- (d) legal liability where indemnity is provided under any other insurance or security
- (e) **INJURY** to any **EMPLOYEE**
- (f) **INJURY** loss or damage occurring outside any country within the European Community

6 LEASED AND RENTED PREMISES

The **COMPANY** will indemnify the **INSURED** against legal liability for loss or damage to premises hired to or rented to the **INSURED** for the purpose of the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such loss or damage caused otherwise than by fire or explosion
- (b) liability for loss or damage assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such agreement

7 MECHANICAL PLANT AS TOOL OF TRADE

The **COMPANY** will indemnify the **INSURED** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS** but not in respect of any liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) where indemnity is granted elsewhere
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy

8 BONA FIDE SUBCONTRACTORS

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of work carried out for the **INSURED** or on the **INSUREDS** behalf in connection with the **TRADE or BUSINESS** by Bona Fide subcontractors

It is a condition precedent to liability of the **COMPANY** in respect of such work that

- (a) payments to Bona Fide subcontractors do not exceed 25% of the **INSUREDS** annual turnover
- (b) the **INSURED** will check prior to their appointment that Bona Fide subcontractors hold current Public Liability insurance appropriate to the work to be carried out
- (c) in the event of a claim in relation to work carried out by Bona Fide subcontractors the **INSURED** shall provide documentary evidence of the Public Liability insurance held by the Bona Fide subcontractor at the time of their appointment to carry out the work

9 COMPENSATION FOR COURT ATTENDANCE

The **COMPANY** will indemnify the **INSURED** 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** £100
- (b) any **EMPLOYEE** £50

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy

10 OVERSEAS PERSONAL LIABILITY

The **COMPANY** will indemnify the **INSURED** and at the request of the **INSURED** any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside England Wales Scotland Northern Ireland the Channel Islands or the Isle of Man in connection with the **TRADE** or **BUSINESS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) legal liability arising out of the ownership or occupation of land or buildings
- (b) legal liability in respect of which any person referred to above is entitled to indemnity under any other insurance

11 INDEMNITY TO PRINCIPAL

The **COMPANY** will also indemnify as provided in The Insurance of this Section any **PRINCIPAL** for such legal liability arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Section had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to all terms conditions and exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the **COMPANY**

EMPLOYERS LIABILITY INSURANCE SECTION

In respect of **EMPLOYEES** engaged only in clerical work the cover is deemed to be automatically operative

In respect of all other **EMPLOYEES** the Employers Liability Insurance Section is operative only if Schedule shows Extended cover is operative

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** in connection with the **TRADE** or **BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for all legal costs and expenses incurred with its written consent

- (a) in defence of any claims
- (b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

LIMIT OF INDEMNITY (EMPLOYERS LIABILITY)

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and its Extensions shall be the Limit of Indemnity stated in the Schedule in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of any one occurrence

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

1 PASSENGER LIABILITY

*compensation to an **EMPLOYEE** for bodily injury sustained when the **EMPLOYEE** is carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where any road traffic legislation requires compulsory insurance or security covering that risk*

2 OFFSHORE

*liability arising out of any work undertaken and/or visit **OFFSHORE***

EMPLOYERS LIABILITY INSURANCE SECTION – (continued)

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The COMPANY will not be liable for

3 ASBESTOS

any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos

This exclusion shall not apply in respect of such removal or disposal provided that

- 1 such activity does not form part of the **INSURED'S** usual **TRADE** or **BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required*
 - (a) to make safe the area in which the discovery is made as soon as is practicable*
 - (b) who has Employers Liability and Public Liability insurances in force*
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
 - (ii) that do not exclude the work to be carried out*

EMPLOYERS LIABILITY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 HEALTH AND SAFETY AT WORK ETC ACT LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - (i) the Health and Safety at Work etc Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension for the cost of any fine or penalty

2 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for compensatory damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE** or **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

- (a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and
- (b) remains wholly or partly unsatisfied six months after the date of such judgement at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the

amount of the compensatory damages and costs remaining unsatisfied

Provided that

- (i) there is no appeal outstanding
- (ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

3 COMPENSATION FOR COURT ATTENDANCE

The **COMPANY** will indemnify the **INSURED** 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** £100
- (b) any **EMPLOYEE** £50

4 INDEMNITY TO PRINCIPAL

The **COMPANY** will also indemnify as provided in The Insurance of this Section any **PRINCIPAL** for such legal liability arising out of work carried out by the **INSURED** under a contact or agreement provided that

- (a) an indemnity would have been provided Under this Section had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to all terms and conditions and exclusions in this Policy in so far as they can apply
- (c) the full conduct and control of all claims is vested in the **COMPANY**

GENERAL CONDITIONS — applicable to all sections of the Policy

All conditions in this Policy are to the extent they are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy deemed to be conditions precedent to the liability of the **COMPANY**

1 **OBSERVANCE OF POLICY TERMS**

The **INSURED** will observe and fulfil the terms conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

2 **REASONABLE PRECAUTIONS**

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

3 **ALTERATION OF TRADE OR BUSINESS**

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **TRADE** or **BUSINESS** which may increase the risk of **INJURY** or loss or damage including any alteration in the Maximum Number of Contractors stated in the Schedule working in the **TRADE** or **BUSINESS**

4 **CLAIMS - COMPANYS RIGHTS**

The **COMPANY** having been advised of a claim under this Policy will be entitled to

- (a) undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSUREDS** name to mitigate the loss
- (b) pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
 - (i) the Limit of Indemnity of the appropriate Section or
 - (ii) such lesser amount for which the claim or claims may be settled

The **COMPANY** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

(c) take possession of Property insured under Section 1 of this Policy which is the subject of a claim

5 **CLAIMS - INSUREDS ACTION**

Whenever anything occurs which might give rise to liability under this Policy the

INSURED

- (c) will immediately notify the **COMPANY** and provide such written information or details as may be required
- (d) will send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (e) and the **INSUREDS** Sub-Contractor will not abandon any Property to the **COMPANY**

6 **CLAIMS - CO-OPERATION**

The **INSURED** will provide all help assistance and co-operation required by the **COMPANY** in connection with any claim

7 **PAYMENT OF PREMIUM**

The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due

8 **PAYMENT OF CLAIMS**

In the event of a claim being made under a Policy the Premium for which is paid through the **COMPANYS** credit scheme the **COMPANY** may avail itself of the Terms and conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

GENERAL CONDITIONS — applicable to all sections of the Policy

9 NON CONTRIBUTION

This Policy does not cover any liability for which indemnity is recoverable under any other policy except for an amount in excess of that recoverable thereunder

10 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **EMPLOYEES** within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

11 MISDESCRIPTION

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

12 CANCELLATION

The **COMPANY** may cancel this Policy at any time by giving fourteen days notice by recorded delivery letter to the **INSUREDS** last known address and in such event the **COMPANY** will return the pro-rata portion of the premium for the unexpired Period of Insurance

13 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to the contract however English Law shall apply unless otherwise agreed in writing by the **COMPANY**

Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the **INSURED** will submit such dispute or difference to the exclusive jurisdiction of the English Courts

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

(a) This Policy is a contract solely between the **COMPANY** (which term in this Condition shall include Underwriter or Insurer) and the **INSURED** (which term in this Condition shall include **ASSURED**) or **INSUREDS** specifically named in the Policy Schedule It is not intended to confer any contractual rights on any other person (which term in this Condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition

GENERAL CONDITIONS – applicable to all sections of the Policy (continued)

- (b) Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Policy Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy
- (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind cancel or avoid the Policy
- (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy
- (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy
- (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy
- relating to the management of claims as if they were named as the Insured in the Policy Schedule
- (c) Any right of the **COMPANY** to rescind cancel or vary this policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy Notice of the exercise of such rights (namely to rescind avoid cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Policy Schedule Such notice shall be deemed to be notice to any person having contractual rights under the Policy
- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANY'S** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Policy Schedule was the only person entitled to contractual rights under the Policy
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy
- All other terms and exclusions of the Policy shall remain in full force and effect

GENERAL EXCLUSIONS — applicable to all sections of the Policy

This Policy does not cover

1 NUCLEAR RISKS

- (a) *loss or destruction of or damage to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss*
- (b) *any legal liability of whatsoever nature*

directly or indirectly caused by or contributed to by or arising from

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

This General Exclusion does not apply to the Employers Liability Section except for liability assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement

2 WAR RISKS

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

3 TERRORISM

legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by resulting from or in connection with

- (i) *any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
- (ii) *any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM*

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

For the purpose of this Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

*In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any legal liability cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such legal liability cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **INSURED***

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect

GENERAL EXCLUSIONS — applicable to all sections of the Policy (continued)

4 PRESSURE WAVES

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

5 EXCLUDED PROPERTY AND CONTINGENCIES

loss damage or destruction to property or liability or contingencies more specifically insured by any other Policy or security

6 FINES AND PENALTIES

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

7 FRAUD

- (a) loss damage or destruction by fraud forgery or deception*
- (b) theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INDUREDS** family is concerned as principal or accessory*

8 NORTHERN IRELAND

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

9 CHANGE IN WATER TABLE LEVEL

loss damage or destruction attributable solely to change in the water table level

GENERAL EXCLUSIONS — applicable to all sections of the Policy (continued)

10 DATE RECOGNITION/DISCONTINUITY EXCLUSION

*loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000*

- (a) correctly to recognise any date as its true calendar date or*
- (b) correctly to recognise capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process any data or information or command or instruction as a result of
 - (i) treating any date otherwise than as its true calendar date or*
 - (ii) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes loss of data or information or command or instruction or the inability correctly to capture save retain store restore retrieve and/or correctly to manipulate interpret calculate or process such data or information or command or instruction on or after any date*
*or**
- (c) otherwise to function correctly*

*but should such loss damage or destruction or consequential loss result in additional **DAMAGE** or consequential loss (which is not otherwise excluded) caused by*

- (i) a **DEFINED PERIL** other than theft or*
 - (ii) theft other than in respect of the Money Section and Fidelity Guarantee Section*
- where insured and not otherwise excluded then this Exclusion shall not apply to such additional **DAMAGE** or consequential loss*

This General Exclusion does not apply to the Employers Liability Section

All other terms conditions and exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary