



COMBINED LIABILITY INSURANCE

Having applied to Aspen Insurance UK Ltd (hereafter known as the Company) for this insurance by a proposal (which shall be the basis of and be incorporated in this contract) and having paid or agreed to pay the Premium, the Insured will be indemnified by the Company as detailed below in respect of the Sections indicated as being operative in the Schedule.

Section A: Employers' Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses in respect of Bodily Injury caused to any Employee during the Period of Insurance and arising out of and in the course of employment with the Insured in the Business.

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, but the Insured shall repay to the Company all sums paid by the Company which it would not have been liable to pay but for the provisions of such law.

The Company will also pay Defence Costs within the Limit of Indemnity.

Extension to Section A

Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by an Employee or the Employee's personal representatives in respect of Bodily Injury caused to such Employee during the Period of Insurance and arising out of and in the course of employment with the Insured in the Business against any company or individual in any court within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and remaining unsatisfied in whole or in part six months after the date of such judgement, the Company will pay to the Employee or to the Employee's personal representatives (at the request of the Insured) the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:-

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

Section B: Public Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with

- i) accidental Bodily Injury to any person
- ii) accidental loss of or damage to tangible property
- iii) nuisance, trespass, obstruction or interference with any easement, right of light, air, water or way

happening during the Period of Insurance in connection with the Business.

The Company will also pay Defence Costs in addition to the Limit of Indemnity.



Extension to Section B

Contingent Motor Liability

Notwithstanding Additional Exclusions to Section B 5, the Company will indemnify the Insured in respect of liability arising out of the use of any motor vehicle by any Employee in connection with the Business.

The Company will not indemnify the Insured in respect of liability:-

- i) arising out of loss of or damage to any such motor vehicle or any goods conveyed therein or thereon.
- ii) arising out of Bodily Injury or loss of or damage to tangible property caused:-
 - a) by any motor vehicle owned or provided by the Insured.
 - b) by any motor vehicle driven with the general consent of the Insured or a representative of the Insured by any person who to the knowledge of the Insured or a representative of the Insured does not hold a licence to drive such vehicle.
 - c) outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- iii) which is more specifically insured by any other insurance.

Section C: Product Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with

- i) accidental Bodily Injury to any person
- ii) accidental loss of or damage to tangible property

happening during the Period of Insurance in connection with the Business and caused by any Product.

The Company will also pay Defence Costs in addition to the Limit of Indemnity.

Section D: Pollution Liability

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with

- i) accidental Bodily Injury to any person
- ii) accidental loss of or damage to tangible property
- iii) nuisance, trespass, obstruction or interference with any easement, right of light, air, water or way

happening during the Period of Insurance and arising out of Pollution but only to the extent that the Insured can demonstrate that such Pollution was the direct result of a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific time and place.

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

The Company will also pay Defence Costs within the Limit of Indemnity.



Section E: Officials Indemnity

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection any negligent act, error or omission relating to a breach of statutory duty by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section F: Professional Indemnity

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with any

- i) advice, design, consultancy, specification or formulae given or undertaken by the Insured
- ii) breach of professional duty by the Insured

providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section G: Libel and Slander

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with the publication or utterance of a libel or slander by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section H: Land Charges

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with any negligent act or omission relating to information provided or made available on questions of fact regarding land, buildings or other records by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.

Section I: Public Health Act

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay for damages and claimants' costs and expenses arising out of or in connection with loss of earnings by any person as a result of compliance with any public health legislation invoked by the Insured providing the claim is first made against the Insured during the Period of Insurance and in connection with the Business.

The Company will also pay Defence Costs within the Limit of Indemnity.



Extension to Sections B and D

Defective Premises Act 1972

The Company will indemnify the Insured against all liability arising out of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any Business premises which have been disposed of by the Insured, provided that:-

- i) the Company shall not be liable for the cost of remedying any defect or alleged defect in any Business premises disposed of by the Insured.
- ii) no indemnity is provided in whole or in part by any other insurance.

Extension to All Sections

Compensation for Court Attendance

In the event of any director, partner or Employee of the Insured attending court as a witness in connection with a claim in respect of which the Insured is entitled to indemnity under this insurance, the Company will compensate the Insured at the following rates for each day on which attendance is required:-

- i) any director or officer of the Insured GBP 500 per day.
- ii) any Employee GBP 250 per day.

Data Protection Act

The Company will indemnify the Insured against all sums which the Insured becomes legally liable to pay under Section 13 of the Data Protection Act 1998 in connection with personal data as defined by the said Act held by the Insured, but the Company will not indemnify the Insured for:-

- i) the payment of fines or penalties.
- ii) the cost of replacing, reinstating, rectifying or erasing any personal data.



Exclusions to All Sections

The Company will not indemnify the Insured in respect of:-

1. liability arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) unless the Insured has requested that there shall be no such exclusion and has accepted the terms offered by the Company in granting such cover (which offer and acceptance must be signified by specific endorsement to this insurance).
2. liability of whatsoever nature directly or indirectly caused by, contributed to by or arising from:-
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any 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.
3. any consequence, whether direct or indirect, of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, Act of Terrorism or military or usurped power but, under Section A, this Exclusion shall not operate in any circumstance where compulsory insurance is required to be effected by the Insured but the Limit of Indemnity shall be reduced to the minimum amount as required by law.
4. liability arising from or in connection with the handling, removal, stripping out, demolition, transportation or disposal of Notifiable Asbestos.

However this Exclusion shall not apply to liability arising from:-

- i) the accidental discovery of materials known or suspected to be Notifiable Asbestos.
- ii) the investigation of any such suspect materials.

Provided always that:-

- a) immediately upon discovery, all handling, removal, stripping out, demolition, transportation or disposal of that which is suspected to be Notifiable Asbestos ceases until the composition of all such materials is established
- b) any subsequent handling, removal, stripping out, demolition, transportation or disposal of Notifiable Asbestos is carried out by a licensed contractor on terms which indemnify the Insured for all liability arising out of such work.

Asbestos means crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of these minerals.

Notifiable Asbestos means Asbestos that is required to be handled, removed, stripped out, demolished, transported or disposed of by a licensed contractor.

5. liability directly or indirectly arising from or in connection with duties undertaken by bona fide subcontractors working on behalf of the Insured unless all of the following measures are adhered to:-
 - i) the Insured has established, maintains and records an administrative procedure for obtaining evidence that bona fide subcontractors effect Employers', Public, Products and Pollution Liability insurance and that such insurance:-



- a) provides an indemnity for all duties undertaken by the bona fide subcontractor.
 - b) contains a provision granting indemnity to any principal.
 - c) contains Limit(s) of Indemnity which are not less than those provided by this insurance.
- ii) the Insured has established, maintains and records an administrative procedure for checking that the insurance of the bona fide subcontractor remains in force for the duration of the contract.

Additional Exclusions to Section A – Employers’ Liability

The Company will not indemnify the Insured in respect of liability:-

1. for Bodily Injury to any Employee when such Employee is:-

- i) travelling as a passenger in or on a vehicle
- ii) entering or getting on to or alighting from a vehicle

owned or operated by the Insured in circumstances where compulsory insurance in respect of the vehicle is required. However, the Company will indemnify the Insured in respect of liability for Bodily Injury to any Employee whilst such Employee is acting in the capacity of the driver of such vehicle.

2. arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except in respect of temporary visits by Employees (but the Company will not indemnify the Insured in respect of any medical expenses or repatriation costs incurred during such temporary visits).

Additional Exclusions to Section B – Public Liability

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any Employee and arising out of and in the course of employment with the Insured.
2. outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except in respect of temporary visits by Employees.
3. from loss of or damage to property owned or hired in by the Insured, or in the care, custody or control of the Insured, other than:-
 - i) the property of any Employee or visitor.
 - ii) any premises (including contents thereof) not owned or rented by the Insured but temporarily occupied by him for the purpose of work therein or thereon.
 - iii) any premises tenanted by the Insured to the extent that the Insured would be liable in the absence of any specific agreement.
4. from the ownership, possession or use by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure.
5. from the ownership, possession or use by or on behalf of the Insured of any vehicle or trailer other than liability:-



- i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
- ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
- iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
- iv) caused by the use of any vehicle as a tool of trade

and where such liability does not require compulsory motor insurance governing the use of any vehicle or trailer.

However, the Company will not indemnify the Insured against liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.
7. out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or any blow lamp or blow torch away from the Insured's own premises.
8. caused by any Product.
9. out of Pollution.
10. out of or in connection with any:-
 - i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
 - ii) breach of professional duty by the Insured.
11. out of or in connection with the publication or utterance of a libel or slander by the Insured.

Additional Exclusions to Section C – Product Liability

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any Employee and arising out of and in the course of employment with the Insured.
2. in connection with or caused by any Product used with the Insured's knowledge in, on or attached to any aircraft, hovercraft, waterborne craft or offshore structure.
3. under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
4. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.
5. out of Pollution.
6. out of or in connection with any:-
 - i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
 - ii) breach of professional duty by the Insured.



7. out of or in connection with the publication or utterance of a libel or slander by the Insured.
8. in connection with circumstances known to the Insured prior to the inception date of this insurance.
9. from any Product knowingly exported to the United States of America or Canada unless the Insured has requested that there shall be no such exclusion, and has accepted the terms offered by the Company in granting such cover (which offer and acceptance must be signified by specific endorsement to this insurance).

The Company will not indemnify the Insured:-

1. in respect of loss of or damage to any Product.
2. for the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product.

Additional Exclusions to Section D – Pollution Liability

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any Employee and arising out of and in the course of employment with the Insured.
2. outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:-
 - i) except in respect of temporary visits by Employees
 - ii) unless caused by any Product

but the Company will not indemnify the Insured against liability arising in the United States of America or Canada.

3. from damage to either:-
 - i) land, water, property or premises, or
 - ii) land or water within or below the boundaries of any land, property or premises

either presently or at any time previously

- a) owned or leased by the Insured, or
 - b) in the care, custody or control of the Insured other than land, water, property or premises temporarily occupied by the Insured for the purpose of work therein or thereon.
4.
 - i) from the ownership, possession or use by or on behalf of the Insured of, or
 - ii) in connection with or caused by any Product used with the Insured's knowledge in, on or attached to any aircraft, hovercraft, waterborne craft or offshore structure.

5. from the ownership, possession or use by or on behalf of the Insured of any vehicle or trailer other than



liability:-

- i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
- ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
- iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
- iv) caused by the use of any vehicle used as a tool of trade

and where such liability does not require compulsory motor insurance governing the use of any vehicle or trailer.

However, the Company will not indemnify the Insured against liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.
7. out of the use of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or any blow lamp or blow torch away from the Insured's own premises.
8. out of or in connection with any:-
 - i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
 - ii) breach of professional duty by the Insured.

The Company will not indemnify the Insured:-

1. in respect of loss of or damage to any Product.
2. for the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product.

Exclusions to Sections E, F, G, H, and I

The Company will not indemnify the Insured against liability arising:-

1. outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands except in respect of temporary visits by Employees but the Company will not indemnify the Insured against liability arising in the United States of America or Canada.
2. under any contract or agreement unless liability would have attached in the absence of such contract or agreement.
3. from delay in completion of any contract, liquidated damages, penalty clauses or performance warranties.
4. from conspiracy, conversion, deceit, inducement of breach of contract, injurious falsehood, infringement of patent, breach of copyright, breach of trade mark or trade name.
5. out of any act or omission that is deliberately intended to cause a third party to suffer financial loss.



6. out of any circumstance which the Insured was aware of or should have been aware of happening prior to the inception date shown in the Schedule.
7. out of any circumstance happening prior to the Retroactive Date shown in the Schedule.

Additional Exclusions to Section E – Officials Indemnity

The Company will not indemnify the Insured against liability arising:-

1. from Bodily Injury caused to any person.
2. from loss of or damage to tangible property.
3. in respect of nuisance, trespass, obstruction or interference with any easement, right of light, air, water or way.
4. from the ownership, possession or operation by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure.
5. from the ownership, possession or operation by or on behalf of the Insured of any vehicle or trailer other than liability:-
 - i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
 - ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
 - iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
 - iv) caused by the use of any vehicle as a tool of trade

and where such liability does not require compulsory motor insurance governing the use of any vehicle or trailer.

However, the Company will not indemnify the Insured against liability arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

6. out of or in connection with any:-
 - i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
 - ii) breach of professional duty by the Insured.
7. in respect of the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product or making good any faulty or inadequate workmanship performed by or on behalf of the Insured.
8. which is inevitable having regard to the circumstances and nature of the work undertaken or the Product supplied.
9. out of the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software to correctly recognise the date as its true calendar date.



10. out of any fraudulent or dishonest act.
11. out of or in connection with the publication or utterance of a libel or slander by the Insured.

Additional Exclusions to Section F – Professional Indemnity

The Company will not indemnify the Insured against liability arising:-

1. from the ownership, possession or operation by or on behalf of the Insured of any aircraft, hovercraft, waterborne craft or offshore structure.
2. from the ownership, possession or operation by or on behalf of the Insured of any vehicle or trailer other than liability:-
 - i) caused by the use of any tool or plant forming part of or attached to or used in connection with any vehicle or trailer
 - ii) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any vehicle or trailer
 - iii) arising out of any vehicle or trailer temporarily in the Insured's care, custody or control for the purpose of parking
 - iv) caused by the use of any vehicle as a tool of trade
3. in respect of the cost of removing, repairing, recalling, rectifying, modifying, replacing or re-applying any Product or making good any faulty or inadequate workmanship performed by or on behalf of the Insured.
4. out of or in connection with any negligent act, error or omission relating to a breach of statutory duty by the Insured.
5. which is inevitable having regard to the circumstances and nature of the work undertaken or the Product supplied.
6. out of the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or any computer software to correctly recognise the date as its true calendar date.
7. out of any fraudulent or dishonest act.
8. out of or in connection with the publication or utterance of a libel or slander by the Insured.

Additional Exclusions to Section G – Libel and Slander

The Company will not indemnify the Insured against liability arising:-

1. out of or in connection with any:-
 - i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
 - ii) breach of professional duty by the Insured.
2. out of or in connection with any negligent act, error or omission relating to a breach of statutory duty by the Insured.



3. out of any punitive or exemplary damages.

Additional Exclusions to Section H – Land Charges

The Company will not indemnify the Insured against liability arising:-

1. out of or in connection with any:-
 - i) advice, design, consultancy, specification or formulae given or undertaken by the Insured.
 - ii) breach of professional duty by the Insured.
2. out of or in connection with any negligent act, error or omission relating to a breach of statutory duty by the Insured.
3. out of any punitive or exemplary damages.



DEFINITIONS

1.
Act of
Terrorism

"Act of 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.

2.
Bodily Injury

"Bodily Injury" includes death, injury, illness, disease, false arrest, imprisonment, false eviction, mental injury, mental anguish, distress and nervous shock.

3.
Business

As set out in the proposal and described in the attached Schedule which includes:-

 - i) the ownership, repair, maintenance and decoration of the Insured's property and the provision and management of first aid, fire, security and ambulance services.
 - ii) the provision and management of catering, social, sports or welfare organisations primarily for the benefit of Employees.
 - iii) participation in exhibitions.
 - iv) private work undertaken by an Employee for any director or officer of the Insured.
 - v) the service or repair of the Insured's own vehicles.

4.
Defence
Costs

"Defence Costs" means all costs and fees and expenses incurred with the Company's written consent in the defence or settlement of any claim for which an indemnity is provided by this insurance including legal expenses:-

 - i) incurred by the Insured arising out of any prosecution of the Insured for breach or alleged breach of Part 1 of the United Kingdom Health and Safety at Work etc Act 1974 (or similar European safety legislation) and the Consumer Protection Act 1987, the Data Protection Act 1998, the Food Safety Act 1990 or the Disability Discrimination Act 1995 relating to
 - a) if Section A of this insurance is operative, matters affecting the safety, health and welfare of any Employee
 - b) if Section B of this insurance is operative, matters affecting the safety, health and welfare of any person other than any Employee (but excluding legal fees and expenses arising from a breach of Section 6 of the Act unless Section C of this insurance is operative)
 - ii) arising out of representation at any coroner's inquest or fatal accident enquiry.
 - iii) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity under this insurance including the defence of any charge of manslaughter.

provided that the Company shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.



Any consent given by the Company in relation to incurring Defence Costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:-

- a) there is no reasonable prospect of a defence to a prosecution relating to i), ii) or iii) above.
- b) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which an indemnity is provided by this insurance.
- c) the prosecution relates to a deliberate act or omission that is intended to cause Bodily Injury.

5.
Employee

"Employee" means any person under a contract of service or apprenticeship with the Insured including:-

- i) any labour master or any person supplied by him
- ii) any person employed by any labour only sub-contractor
- iii) any self-employed person
- iv) any person hired to or borrowed by the Insured for the provision of their labour only
- v) any person undertaking study or work experience or on any related scheme

whilst engaged by and under the direct control and supervision of the Insured in connection with the Business.

6.
Insured

At the request of the Insured, the "Insured" includes:-

- i) any principal, landlord, lessor, hirer or any other party as may be required by contract
- ii) any party for whom the Insured is carrying out a contract away from the Insured's own premises
- iii) any director or partner of the Insured
- iv) any Employee
- v) any officer or member of the Insured's catering, social, sports or welfare organisations, first aid, fire, security or ambulance services
- vi) any Official
- vii) the Insured's executor in the event of the death of the Insured
- viii) any Employee or director or any accompanying spouse whilst overseas in the course of the Business and acting in a personal capacity

but (other than in respect of viii)) only in respect of liability for which the Insured named in the Schedule would have been entitled to indemnity under this insurance if the claim had been made directly against the Insured.

7.
Official

"Official" means any individual not under a contract of service or apprenticeship with the Insured but who is appointed or elected to carry out the Insured's duties.

8.
Offshore

In respect of Section A, an Employee is deemed "Offshore" during the period of time commencing when such Employee embarks on to a conveyance at the point of final departure to an offshore rig or offshore platform and terminating when such Employee disembarks from the conveyance on to land upon his return from an offshore rig or offshore platform.

9.



Pollution "Pollution" means:-
i) the contamination of the atmosphere or of any water, land or other tangible property by any pollutant (which shall include any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, odour, chemical, waste or disease carrying water droplet).
ii) the ingestion or inhalation of any noxious substance or any pollutant by any person.

10.
Product "Product" means any product or goods manufactured, constructed, installed, altered, repaired, serviced, processed, treated, sold, leased, supplied or distributed by or on behalf of the Insured from or within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (including any advice, design, consultancy, plan, specification, formulae, labelling, packing or instructions for use given in connection therewith) but only after such item has left the Insured's care, custody or control.



CONDITIONS

1.
Interpretation
This wording and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this wording or Schedule shall bear such specific meaning wherever it may appear.

2.
Precautions
The Insured shall take all reasonable precautions to prevent loss, damage or Bodily Injury and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. The Insured shall make good or remedy any defect or danger as soon as practicable.

3.
Alterations
The Insured shall give notice to the Company as soon as practicable of any alteration that materially affects the subject matter of this insurance.

4.
Cancellation
The Company may cancel this insurance by sending thirty days' written notice to the Insured at the Insured's last known address whereupon the Insured shall be entitled to a refund of a proportionate part of the Premium subject always to Condition 6.

5.
Claims
Procedure
It is a condition precedent to indemnity that:-
 - i) the Insured shall give to the Company immediate written notice with full particulars of:-
 - a) any occurrence which may give rise to a claim for indemnity under this insurance.
 - b) (i) any Employee Bodily Injury related absence of more than three working days duration or
(ii) any disease contracted by any Employee but only providing such Bodily Injury or disease has arisen or is alleged to have arisen out of and in the course of employment with the Insured
 - c) any impending prosecution, coroner's inquest or fatal accident enquiry in connection with any occurrence which may give rise to a claim for indemnity under this insurance
 - ii) every letter, claim, writ, summons or process in connection with any occurrence which may form the subject of indemnity hereunder shall be notified or forwarded to the Company immediately upon receipt
 - iii) the Insured shall neither admit liability for nor agree to settle or repudiate any claim without the written consent of the Company. The Company shall be entitled to conduct the defence of any claim in the name of the Insured and to prosecute in the Insured's name for the Company's benefit any claim for indemnity against any third party and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of any claim
 - iv) the Insured shall give to the Company all such information and assistance as the Company may reasonably require
 - v) the Insured shall at all times, in addition to their obligations set out above, afford such information to and co-operation with the Company or their appointed agents to allow the Company to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice



and failure to comply in full will result in the Company not providing an indemnity for any related claim.

In addition,

- vi) the Company may at any time pay to the Insured the Limit of Indemnity (after deducting any sums already paid) or any less amount for which any claim or claims can be settled and thereafter the Company shall have no further liability under this insurance in connection with such claim or claims except for Defence Costs incurred prior to the date of payment.
- vii) for the purpose of Condition 5, "the Company" also means any loss adjuster nominated by the Company and acting on behalf of the Company.

6.
Adjustment

If any part of the Premium has been calculated on wageroll and/or turnover estimates given by the Insured, the Insured shall:-

- i) keep an accurate record containing all relevant particulars and allow the Company to inspect such record at any time.
- ii) within one month from the expiry of the Period of Insurance provide to the Company all such relevant particulars of the actual wageroll and/or turnover and the Premium for the Period of Insurance shall then be adjusted and the difference paid by or allowed to the Insured subject to any minimum premium that may apply.

The Company may require that such particulars are confirmed by the Insured's accountant or auditor or any other party as may be nominated by the Company.

The term wageroll is deemed to be the total gross remuneration paid to all Employees during the Period of Insurance.

7.
Other
Insurance

If an indemnity is granted in whole or in part by any other insurance, the liability of the Company hereunder shall apply as excess of, and not as contributory with, such other insurance.

8.
Fraud

If the Insured shall make any claim knowing such claim to be false or fraudulent as regards amount or otherwise, this insurance shall become void and the Company shall cease to deal with all claims hereunder and shall be entitled to reimbursement of all claims paid (including all costs and expenses).

9.
Disputes

This insurance is governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute about or in connection with this insurance.

10.
Limit

The liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule provided that under Sections B and C:-

- i) in the event of the Company requiring any claims(s) to be contested by the Insured, the Company will, in addition, pay all Defence Costs in connection therewith.



- ii) if a payment exceeding the Limit of Indemnity has to be made by the Insured to dispose of a claim, the liability of the Company to pay any Defence Costs in connection therewith shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

11.
Defence
Costs

In the event of a loss arising to which the Company may be liable to contribute, no Defence Costs shall be incurred on its behalf without its written consent being first obtained.

12.
Multiple
Insureds

The inclusion in the Schedule of more than one Insured shall not increase the liability of the Company under this insurance. If two or more such Insureds are involved in the same incident, such incident shall be treated as a single occurrence for the purpose of indemnity under this insurance.

13.
Cross
Liabilities

Other than in respect of Sections E, F, G, H and I, each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other.

14.
Observance

The liability of the Company shall be conditional on the observance by the Insured of the terms of this insurance.



Aspen Complaint Procedure

If at any time the Insured has a complaint regarding this insurance then the matter should be raised first with the Insured's broker or intermediary or advisor.

If they are unable to resolve the complaint then the Insured may refer the matter to the Company in writing detailing the nature of the complaint and should include copies of the Schedule and policy wording and any other relevant information to:

The Compliance Officer
Aspen Insurance UK Ltd
30 Fenchurch Street
London
EC3M 3BD

Or by phone: 020 7184 8402

Or by fax: 020 7184 8500

Or by e-mail: complaints@aspen-insurance.com

A copy of the Company's internal complaint handling procedure is available on request.

In the event that the Company is unable to resolve the matter to the Insured's satisfaction, the Insured may, if eligible, be entitled to refer it to the Financial Ombudsman Service.