

LIABILITY  
POLICY DOCUMENT



BUSINESS  
LIABILITY COVER

# Free Business Advice Service

**Available 24 hours each day, 7 days every week, all year round**

This free helpline service is provided which you may use while your policy is in force:

## **Business Legal Advice Helpline**

**0345 878 5024**

Unlimited access to a team of solicitors and other legal experts, for 24 hours confidential legal advice and guidance on any commercial legal problem such as:

- employment
- VAT
- prosecution
- contract disputes
- landlord and tenant disputes.

Please note that advice on motoring matters is not available.

Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England Scotland Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway.

**This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.**

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# Liability Insurance Policy

NIG policies are underwritten by U K Insurance Limited. This Policy is subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which You shall pay and We agree to accept the premium. The statement of fact or proposal, this policy booklet and any information supplied by You shall be incorporated in the contract.

# General Definitions

## The Company

U K Insurance Limited trading as NIG and/or such other authorised Insurer as  
U K Insurance Limited may contract to underwrite any part of this Policy.

## Craft

Any vessel or craft made or intended to float on or in or travel through water air or space.

## Damage

Loss destruction or damage.

## Employee

Any person while working for the Insured in connection with the Business who is

- a** under a contract of service or apprenticeship with the Insured
- b** a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by the Insured
- c** a labour master or person supplied by him
- d** a person engaged by a labour only sub-contractor
- e** a self-employed person performing work under a similar degree of control and direction by the Insured as a person under a contract of service or apprenticeship with the Insured
- f** a driver or operator of hired-in plant
- g** a trainee or person undergoing work experience
- h** a voluntary helper.

## Excess

The total amount which shall be borne by the Insured before the Company shall be liable to make any payment as ascertained after the application of all the terms conditions Exclusions and limits of the Section and the Policy.

## The Insured

The person, persons or Limited or Public Limited Company named in the Schedule.

## Pollution or Contamination

- a** All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- b** all Damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

## Products Supplied

Any goods (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced altered erected installed or treated by the Insured in connection with the Business and no longer in the charge or control of the Insured.

## Property

Material property.

## Territorial Limits

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

## Interpretations

**Bodily Injury** - shall include death disease illness mental injury mental anguish or nervous shock.

**The Business** - shall include

- a** the ownership repair maintenance and decoration of the Insured's premises
- b** private work undertaken by any Employee of the Insured for the Insured or with the Insured's consent for any director partner or other Employee of the Insured
- c** the provision and management of canteen sports social and welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services.

**The Insured** - shall include

- a** personal representatives of the Insured in the event of the death of the Insured but only in respect of liability incurred by the Insured
- b** if the Insured so requests:
  - i** any director partner or Employee of the Insured while acting in connection with the Business provided that the Insured would have been entitled to indemnity under the respective Section if the claim had been made against the Insured
  - ii** any officer or member of the Insured's canteen sports social or welfare organisations and fire security first aid medical and ambulance services in his/her respective capacity as such

Provided that such persons shall observe fulfil and be subject to the terms, conditions, Exclusions and limits of each Section and the Policy in so far as they can apply.

# General Conditions

## 1 The Policy Document

This Policy and the Sections referred to in the Schedule shall be read together as one contract. Any word or expression to which a particular meaning has been given in the General Definitions in this Policy shall have that meaning wherever it appears in the Policy.

## 2 Misrepresentation

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

## 3 Reasonable Precautions

The Insured and any other person indemnified must

- a** take all reasonable precautions to prevent or minimise Damage accident or injury
- b** maintain the business premises machinery equipment and furnishings in a good state of repair
- c** exercise care in the selection and supervision of employees
- d** comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons

## 4 Change of Risk

This Policy shall be avoided if any alteration be made in the Business or in any other circumstances whereby the risk is increased at any time after the commencement of this insurance unless its continuance be admitted by memorandum signed by or on behalf of the Company.

## 5 Adjustment of Premium

If any part of the premium or renewal premium is based on estimates provided by the Insured the Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance provide such information as the Company may require. The premium shall then be adjusted and the difference paid by or allowed to the Insured (subject to any minimum premium that may apply). Should the Insured fail to supply the information required then the Company shall be entitled to charge a reasonable additional premium.

## 6 Cancellation

### 1 Cancellation Rights of the Insured

- 1** This Policy may be cancelled by the Insured within 14 days of receipt of the Policy (This is known as the “cooling off” period). If the Insured elects to cancel within this period they should return all documents to their Broker, Intermediary or Agent and the Company will pay a refund of Premium for the full amount paid to the Insured. If a claim has been made or an incident advised that could give rise to a claim during the “cooling off” period the Policy will be treated by the Company as in force and no refund of Premium will be made.
- 2** If the Insured elects to cancel the Policy after the “cooling off” period has expired but still during any Period of Insurance they must give 14 days notice in writing to their Broker, Intermediary or Agent. The insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium for the Period of Insurance will be made.
- 3** Where the Insured pays by Instalments any amount of Premium returned under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

## **2 Cancellation Rights of the Company**

- 1** The Company may cancel this Policy (or any Section of it) at any time and in any Period of Insurance by giving a minimum of 14 days notice to the Insured in writing at their last known address.
- 2** The Insured will be entitled to a proportionate refund of Premium, based on the number of days remaining in the Policy period, unless a claim has been made (or an incident advised that could give rise to a claim) during the Period of Insurance when no refund of Premium will be made.
- 3** Where the Insured pays by Instalments any amount of Premium refunded under this condition will be reduced by any unpaid Premiums or instalments due at the time of cancellation.

In relation to cancellation in any of the circumstances outlined above the Insured shall immediately return to the Company any effective Employers Liability Certificate(s) of Insurance.

## **7 Instalments**

Where the premium under this Policy is payable by instalments it is a condition precedent to the Company's liability that each instalment shall be paid when due otherwise all benefit under the Policy shall be forfeited and the Policy shall be cancelled from the date when any unpaid instalment was due and the Insured shall surrender forthwith to the Company any effective Certificate(s) of Insurance.

## **8 Choice of Law**

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

## **9 Contracts (Rights of Third Parties) Act 1999**

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.



# Claims Conditions

## 1 Action by the Insured

The Insured shall on the happening of any incident which could result in a claim under this Policy:

- a** immediately notify the Company and deliver to the Company at his own expense a claim in writing with such detailed particulars and proofs as may reasonably be required and (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith within
- b** make no admission of liability or offer promise or payment without the Company's written consent
- c** inform the Company immediately of any impending prosecution inquest or fatal accident enquiry or civil proceedings and send to the Company immediately and unanswered every relevant document
- d** produce to the Company such books of account or other business books or documents or such other proofs as may reasonably be required by the Company for investigating or verifying the claim.

## 2 The Rights of the Company

The Company shall be entitled:

- a** at its discretion to take over and conduct in the name of the Insured the defence or settlement of any claim and to prosecute at its own expense and for its own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and the Insured shall give all information and assistance required
- b** in the event of any Occurrence resulting in any claim(s) under Sections 1, 2 and 3 to pay to the Insured the amount of the Indemnity Limit for such Occurrence (less any sums already paid as damages in respect of such Occurrence and in respect of Section 1 less costs and expenses incurred before the date of payment) or any lesser amount for which the claim(s) can be settled after which the Company shall have no further responsibility in connection with such claim(s) except in respect of Sections 2 and 3 for costs and expenses incurred before the date of payment.

## 3 Fraudulent Claims

All benefit under this Policy shall be forfeited in the event of any claim being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured to obtain benefit.

## 4 Other Insurances

If at the time of any accident incident Bodily Injury or Damage which gives rise to a claim there be any other insurance effected by or on behalf of the Insured applicable to such event the liability of the Company shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then the liability of the Company hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

## 5 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions regarding arbitration in force at the time. Where any difference is so referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

# General Exclusions

This Policy does not cover

## 1 War Government Action and Terrorism

Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this Exclusion and its Liability Provisions –

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where the Company alleges that by reason of this Exclusion as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon the Insured.

## Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy

- 1 the Company will indemnify the Insured under the Employers' Liability Section provided that in respect of any one Occurrence or series of Occurrences arising out of any one original cause the Company's liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
- 2 the Company will indemnify the Insured under the Public Liability and Products Liability Sections against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that the Company's liability for all damages (including interest thereon) shall not exceed
  - a under the Public Liability Section in respect of any one Occurrence or series of Occurrences arising out of any one event £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section whichever is the lower
  - b under the Products Liability Section in respect of all Occurrences during any one Period of Insurance £2,000,000 or the amount of the Indemnity Limit stated in the Schedule for that Section whichever is the lower
  - c in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Indemnity Limit stated in the Schedule for the Public Liability Section whichever is the lower

## 2 Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

NOTE: As far as concerns Bodily Injury caused to any Employee of the Insured if such Bodily Injury arises out of and in the course of employment or engagement of such person by the Insured this Exclusion shall apply only in respect of

- i** the liability of any Principal
- ii** liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement

## 3 Date Recognition

Damage accident or liability 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 other equipment or system for processing storing or receiving data 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
- b** to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c** to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

NOTE: General Exclusion 3 shall not apply to Section 1 – Employers’ Liability.

## Sections 1, 2 & 3

### Employers’ Liability - Public Liability - Products Liability

The Company will subject to the Indemnity Limits stated in Sections 1, 2 and 3 indemnify the Insured against:

- 1 a** all sums which the Insured shall become legally liable to pay as damages (including interest thereon) and
- b** claimants’ costs and expenses
- in respect of the Occurrences stated in Sections 1, 2 and 3
- 2** all costs and expenses incurred by the Insured with the Company’s written consent in defending any claim
- 3** the solicitor’s fees incurred with the Company’s written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any Occurrence which may be the subject of indemnity under these Sections or at any coroner’s inquest or fatal accident inquiry.

## **Special Conditions**

### **1 Costs Inclusive in U.S.A. and Canada**

Where indemnity is provided by Sections 2 and/or 3 for liability in respect of Occurrences in the United States of America or Canada or their dependencies or trust territories the Indemnity Limit stated in the Schedule shall be the maximum amount payable by the Company inclusive of all costs and expenses.

### **2 Contractual Liability**

In so far as concerns liability assumed by the Insured under agreement which would not have attached in the absence of such agreement Sections 1 and 2 will only apply if the Company retains sole conduct and control of any claim.

Section 3 will not apply to liability assumed by the Insured under agreement other than under any condition or warranty of goods implied by law unless such liability would have attached in the absence of such agreement.

# Section 1: Employers' Liability

## Occurrence

Bodily Injury caused to any Employee of the Insured occurring anywhere in the Territorial Limits during the Period of Insurance and arising out of and in the course of employment or engagement of such person by the Insured in the Business.

## Indemnity Limit

The Company's liability (inclusive of all costs and expenses payable) under this Section in respect of any one Occurrence or series of Occurrences arising out of any one original cause shall not exceed the Indemnity Limit stated in the Schedule.

## Special Conditions

- 1 The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Channel Islands and the Isle of Man but the Insured shall 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.
- 2 If this Policy or Section is cancelled any certificate of Employers' Liability insurance is similarly cancelled from the same date.

## Exclusions

The Company shall not be liable under this Section in respect of Bodily Injury

- 1 caused to any Employee (other than the driver) being carried in or upon a vehicle or entering or getting onto or alighting from a vehicle where such Bodily Injury is caused by or arises out of the use by the Insured of a vehicle on a road. For the purpose of this Exclusion the expressions "vehicle", "use" and "road" shall have the same meanings as in Part VI of the Road Traffic Acts 1988
- 2 arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Section 2: Public Liability

### Occurrences

- 1** Accidental Bodily Injury to any person
- 2** accidental Damage to Property
- 3** obstruction trespass nuisance or interference with any easement of air light water or way
- 4** wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

occurring within the Territorial Limits during the Period of Insurance and happening in connection with the Business.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of any one Occurrence or series of Occurrences arising out of any one event shall not exceed the Indemnity Limit stated in the Schedule.

### Excesses

The Company shall not be liable for the first amount of each and every claim under this Section in respect of the following Damage occurring elsewhere than at the Insured's premises:

- a** Damage to Property other than as described in paragraphs **b** and **c** below
  - b** Damage to Property arising out of the application of heat or the heating of bitumen or similar bituminous compounds
  - c** Damage to underground pipes and cables
- shown as Excesses A, B and C respectively in Section 2 of the Schedule.

### Exclusions

The Company shall not be liable under this Section in respect of:

- 1** the cost of replacing or making good faulty defective or incorrect
  - a** workmanship
  - b** materials goods or other property supplied installed or erected by or on behalf of the Insured
- 2** liability arising from advice design formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged
- 3** liability for Bodily Injury caused to any Employee of the Insured arising out of and in the course of such person's employment or engagement by the Insured in the Business
- 4** liability for Damage to Property belonging to or in the charge or under the control of the Insured but this Exclusion shall not apply to directors' partners' Employees' or visitors' Property or any premises (including contents) which are temporarily occupied by the Insured for the purpose of work in connection with the Business (not being buildings which are owned by or leased rented or hired to the Insured)
- 5** liability caused by or arising from the ownership possession or use by or on behalf of the Insured of any:
  - a** Craft other than hand propelled watercraft
  - b** mechanically propelled vehicle (or trailer attached thereto) licensed for road use other than liability caused by or arising from:
    - i** the use of plant as a tool of trade on site or at the Insured's premises
    - ii** the loading or unloading of such vehicle
    - iii** the movement of any such vehicle not the property of the Insured which is interfering with the performance of the Business

but this indemnity shall not apply if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle

- 6** liability arising out of Products Supplied other than:

  - a** food or drink sold or supplied for consumption by the Insured's directors partners Employees or visitors
  - b** the disposal of furniture and office equipment originally intended solely for use by the Insured in connection with the Business and which is no longer required for that purpose
- 7** liquidated damages fines or penalties
- 8** punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 9** all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that

  - a** all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - b** the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in Section 2 of the Schedule
  - c** this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
- 10** all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 11** liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

## Specific Conditions

### 1 Use of Heat Condition

It is a condition precedent to the liability of the Company that the undernoted precautions shall be complied with whenever the following equipment is used anywhere other than on the Insured's premises.

#### a Blow Lamps or Blow Torches

- i The area in which the equipment is to be used is cleared of loose combustible material
- ii lighted blow lamps or blow torches are continuously attended and extinguished immediately after use
- iii blow lamps are filled only in the open
- iv a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- v a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

#### b Welding or Flame Cutting Equipment

- i The area in which the equipment is to be used is cleared of loose combustible material
- ii other combustible material including floors in the area in which the equipment is to be used is covered with overlapping sheets of incombustible material
- iii lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
- iv before applying heat to metal work built into or projecting through walls partitions ceilings or floors examination is made to ensure that the other side of the metal work is not in hazardous proximity to combustible material which may be ignited by direct or conducted heat
- v a suitable multi-purpose fire extinguisher is kept available for immediate use within close proximity of the area in which the equipment is to be used
- vi a thorough examination is made in and about the area in which the work has been undertaken including behind walls partitions ceilings or floors immediately after each period of work and again between 30 and 60 minutes after termination of such work for the day.

#### c Vessels for Heating of Bitumen or Bituminous Compounds

- i Such vessels are continuously attended and used only in the open whilst heating is taking place
- ii if used on a roof or within a building such vessels shall be placed on a flat surface of non-combustible material.

### 2 Underground Services Condition

It is a condition precedent to the liability of the Company that the Insured will

- i prior to the commencement of any excavation digging boring or earth moving work take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures
- ii adopt or cause to be adopted a method of work which minimises the risk of Damage to such underground pipes cables mains and other services.



## Section 3: Products Liability

### Occurrences

- 1 Accidental Bodily Injury to any person
- 2 accidental Damage to Property

occurring anywhere in the world during the Period of Insurance and caused by any Products Supplied in or from Great Britain Northern Ireland the Channel Islands or the Isle of Man.

### Indemnity Limit

The Company's liability under this Section for all damages (including interest thereon) payable in respect of all Occurrences during any one Period of Insurance shall not exceed the Indemnity Limit stated in the Schedule.

### Exclusions

The Company shall not be liable under this Section in respect of:

- 1 Damage to or the cost of repair alteration replacement removal or recall of any Products Supplied which give rise to a claim hereunder or any refund for such Products Supplied
- 2 liability arising from advice design formula or specification provided by or on behalf of the Insured for a fee or in circumstances where a fee would normally be charged
- 3 liability for Bodily Injury caused to any Employee of the Insured arising out of and in the course of such person's employment or engagement by the Insured in the Business
- 4 liability caused by or arising from Property in the Insured's charge or control
- 5 Products Supplied which to the knowledge of the Insured are to be used as a critical part in connection with the flying or navigation of any aircraft spacecraft rocket missile or satellite
- 6 liquidated damages fines or penalties
- 7 punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- 8 all liability in respect of Pollution or Contamination other than that caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during any one Period of Insurance provided that
  - a all Pollution or Contamination which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
  - b the liability of the Company for all damages (including interest thereon) payable in respect of all Pollution or Contamination which is deemed to have occurred during any one Period of Insurance shall not exceed in the aggregate the Indemnity Limit stated in Section 3 of the Schedule
  - c this Exclusion does not apply to the United States of America and/or Canada and/or their dependencies or trust territories
- 9 all liability in respect of Pollution or Contamination occurring in the United States of America and/or Canada and/or their dependencies or trust territories
- 10 Products Supplied which to the knowledge of the Insured are exported to the United States of America and/or Canada and/or their dependencies or trust territories unless otherwise agreed by the Company.

## Extensions applicable to Sections 1, 2 and 3

### A Court Attendance Costs

In the event of any of the undernoted 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 pay 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 £250
- b** any Employee £150

### B Health and Safety at Work etc. Act 1974

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the Business during the Period of Insurance. The Company will also pay the costs incurred with its written consent in appealing against any judgement given

Provided that this indemnity shall not apply to the payment of fines or penalties.

## Extensions applicable to Section 1 only

### C Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in respect of Bodily Injury caused to the Employee during any Period of Insurance and occurring in connection with the Business against any person or company operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in these territories and remaining unsatisfied in whole or in part six months after the date of such judgement the Company will at the Insured's request pay to the Employee or the personal representatives of the Employee the amount of such damages and any awarded costs to the extent that they remain unsatisfied

Provided that:

- a** there is no appeal outstanding
- b** if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company.

### D Work Overseas

The indemnity provided shall extend to apply in respect of liability for Bodily Injury caused to an Employee whilst temporarily engaged in work outside the Territorial Limits

Provided that such Employee is ordinarily resident within the Territorial Limits

## Extensions applicable to Sections 1 and 2 only

### E Indemnity to Principals

The Company will at the request of the Insured indemnify any principal to the extent required by the contract between the Insured and the principal in respect of liability arising from the performance of work by the Insured for such principal

Provided that:

- a** the Company shall retain sole conduct and control of any claim
- b** the principal shall observe fulfil and be subject to the terms conditions  
Exclusions and limits of these Sections and the Policy in so far as they can apply.

## Extensions applicable to Section 2 only

### F Work Overseas

The indemnity provided shall extend to apply

- a** within any member country of the European Union outside the Territorial Limits where any person is temporarily engaged on the Business of the Insured
- b** elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the Business of the Insured

### G Defective Premises Act 1972

The Company will indemnify the Insured under Section 2 of this Policy in respect of liability incurred by the Insured under 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 or land disposed of by the Insured

Provided that this Extension shall not apply to:

- a** the cost of rectifying any damage or defect in the premises or land disposed of
- b** liability for which the Insured is entitled to indemnity under any other policy.

### H Leased or Rented Premises

Exclusion 4 of Section 2 shall not apply to liability for accidental Damage to any premises (including their fixtures and fittings) leased rented or hired to the Insured

Provided that the Company shall not be liable for Damage by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

### I Member to Member Liability

Section 2 is extended to indemnify any member of the Insured's sports or social organisations in respect of liability for accidental Bodily Injury or Damage to Property sustained by fellow members of such organisations while engaged in the activities of such organisations.

### J Motor Contingent Liability

Despite Exclusion 5 of Section 2 the Company will indemnify the Insured in respect of liability arising out of the use of any motor vehicle not belonging to or provided by the Insured and being used in the course of the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man

Provided that this indemnity shall not apply:

- a** in respect of Damage to the vehicle
- b** whilst the vehicle is being driven
  - i** by the Insured
  - ii** with the general consent of the Insured or a representative of the Insured by any person who to the knowledge of the Insured or such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
  - iii** to liability which is insured or would but for the existence of Section 2 be insured under any other insurance.

#### **K Overseas Personal Liability**

Section 2 is extended to indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee or any family member accompanying them while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business against legal liability as defined in this Section incurred in a personal capacity

Provided that this indemnity shall not apply:

- a** to liability arising out of the ownership or tenure of any land or building
- b** where indemnity is provided by any other insurance.

#### **L Indemnity to Plant Owners**

Where any contract or agreement entered into by the Insured for the hire of plant so requires the Company will indemnify any owner from whom the Insured has hired plant or equipment to the extent required by the contract between the Insured and the plant owner in respect of liability arising from the hire of plant by the Insured from such plant owner

Provided that:

- a** the Company shall retain sole conduct and control of any claim
- b** the plant owner shall observe fulfil and be subject to the terms conditions Exclusions and limits of this Section in so far as they can apply.

### **Extensions applicable to Sections 2 and 3 only**

#### **M Cross Liabilities**

Where the Insured comprises more than one party the Company will treat each party as the Insured as if a separate Policy had been issued to each provided that nothing in this Extension will increase the liability of the Company beyond the amount for which the Company would have been liable had this Extension not applied.

#### **N Data Protection Act 1998**

The Company will indemnify the Insured and at the Insured's request any director or partner of the Insured or any Employee against the sums which the Insured or any director or partner of the Insured or any Employee become(s) legally liable to pay as damages under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that the Insured is

- a** a registered user in accordance with the terms of the Act
- b** not in business as a computer bureau.

The total amount payable including all costs and expenses under this Extension in respect of all claims occurring during any one Period of Insurance is limited to £250,000.

The indemnity provided by this Extension shall not apply to:

- i** any Damage or distress caused by any deliberate act or omission by the Insured the result of which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission
- ii** any Damage or distress caused by any act of fraud or dishonesty
- iii** the costs and expenses of rectifying rewriting or erasing data
- iv** liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- v** the payment of fines or penalties.

### Extension applicable to Section 3 only

#### **O Consumer Protection and Food Safety Acts**

The Company will indemnify the Insured and at the Insured's request any director partner or Employee of the Insured against legal costs and expenses incurred with the Company's written consent in connection with the defence of any proceedings or an appeal against conviction arising from such proceedings brought for a breach of

- a** Part 2 of the Consumer Protection Act 1987
- or
- b** Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the Business during the Period of Insurance

Provided that this indemnity shall not apply to

- i** the payment of fines or penalties
- ii** proceedings or appeals in respect of any deliberate act or omission by the Insured
- iii** costs or expenses insured by any other policy.

### Optional Extension applicable to Section 1 only

(only operative if shown as covered in Section 1 of the Schedule)

#### **A Injury to Working Partners**

In respect of Bodily Injury to any working partner named in the Schedule such person shall be deemed to be an Employee for the purposes of this Section provided that

- a** the Bodily Injury is sustained whilst such working partner is working in connection with the Business
- b** the Bodily Injury is caused by another working partner or Employee whilst working in connection with the Business
- c** the injured working partner has a valid right of action in negligence against the working partner or Employee responsible for the Bodily Injury.

# Important Information

## Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid unless a claim has been made.

## Termination

If you wish to terminate the contract at any other time, please contact the broker, intermediary or agent who arranged the Policy. Any return of premium will be made based on the number of days remaining in the Policy period, unless a claim has been made when no refund is due.

## Your Fixed Sum Credit Agreement

### Your right to withdraw from your credit agreement

If you have chosen to pay by instalments, you may withdraw from your credit agreement within 15 days of receiving it. If you would like to withdraw from your credit agreement, please call us on 0345 303 1760 or write to us at the address shown on your documents. If you withdraw from your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to withdraw from the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

### Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be withdrawn; any refunds will be paid pro rata unless there is a claim, when the full premium will be due. We may withdraw from your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement, read the 'How to complain' section.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement.

We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

## How to make a claim

Please contact, in the first instance, the Broker, Intermediary or Agent who arranged the Policy. Please quote your Policy number.

### How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG  
Churchill Court,  
Westmoreland Road,  
Bromley BR1 1DP.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 023 4567 or 0300 123 9123.

### Details about our Regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768. The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878.

### Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

**Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint to be dealt with promptly.**

