



## POLICY SCHEDULE

**IMPORTANT NOTICE: Please check this Policy very carefully.**

This insurance is subject to the information detailed in this document. The **Insured** should carefully review the contents of the Certificate (including its attached schedule, endorsements and statement of fact). If any of the information set out therein is incorrect, the Insured must notify the Insurer. Failure to do so may invalidate the Insurance provided.

Should at any time prior to the expiry date of this insurance any of the information change, then the **Insured** has a duty to notify the **Insurer** of changes as soon as reasonably possible.

Policy / Certificate number: ENTCL/01641

**Insured:** Individual members of the Artists Union England

**Business:** The provision of visual and applied art including exhibitions or displays.  
The teaching of visual and applied art.

Period of Insurance: 10th August 2018 to the 9th August 2019

Minimum & Deposit Premium: **£2,240** inclusive of insurance premium tax at 12%.

### OPERATIVE SECTIONS OF COVER

Section	Insured / Not Insured	Limit of Indemnity	Excess
1. Public & Products Liability	Insured	£5,000,000	£500

## **ADDITIONAL POLICY ENDORSEMENTS**

### ***Premium Adjustment Clause***

It is hereby noted and agreed that the premium paid for this insurance is a deposit only and is adjustable based upon a declaration at the expiry of the period of insurance of the total number of members covered under the policy, subject to an overall minimum premium of £2,000.00 plus Insurance Premium Tax. The actual premium due shall be calculated as the total number of declared members charged at £6.50 per member plus insurance premium tax at the appropriate rate.

### ***Heat Application Warranty***

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any work involving the use of blow lamps, blow torches, flame guns, hot air guns, electric gas or other welding equipment, or portable grinding equipment:

- (i) All blow lamps, blow torches and flame guns or hot air guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
- (ii) The area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
- (iii) Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
- (iv) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
- (v) All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
- (vi) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off\*;
- (vii) Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
- (viii) Immediately following completion of each period of work and during the period of not less than thirty minutes following completion of each period of work, a thorough and continuous check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

\*Warranty (vi) is deemed not to apply when the Insured works alone as a sole trader

### ***Personal Service Limited Companies Inclusion Clause***

The policy is extended to provide indemnity to a limited company as defined under the Companies Act 1985 operating in connection with the Business where the Insured is the sole employee and director other than one additional director or employee who is a family member and engaged in clerical or administrative duties only.



## POLICY WORDING

### **Certification and extent of policy coverage**

This is to certify that in accordance with the authorisation granted to Hencilla Canworth Limited by the **Insurers** and in consideration of the premium specified having been paid, **Insurers** agree to the extent and in the manner detailed, to indemnify the **Insured** against loss or **Damage** sustained or legal liability for accidents happening, which occur during the Period of Insurance and arising from the **Business**, as detailed in the Policy Schedule, after such loss, damage or liability has been proved.

Provided always that:

- 1) **Insurers** liability shall not exceed the limits of liability expressed in the attaching Schedule or such other limits of liability as may be substituted by endorsement and agreed by or on their behalf;
- 2) this Policy insures only in respect the sections specified in the Schedule.
- 3) this Policy is subject to all the provisions, conditions, warranties and exclusions which are contained within the body of the wording or that may be endorsed or added thereto, all of which are to be considered as incorporated and shall be read together

**Hencilla Canworth Limited, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ.**

Authorised signatory

A handwritten signature in black ink, appearing to read 'Keith Armstrong'.

Date:29/07/2018

# Customer Information

## Identity Of Insurers

### **Argo Direct Ltd on behalf of ArgoGlobal SE**

Individual proportion 70%

Argo Direct Limited (No. 4019569) is registered in England and Wales at Exchequer Court, 33 St Mary Axe, London, EC3A 8AA.

### **Covéa Insurance plc**

Individual proportion 30%

Covéa Insurance plc, Registered in England and Wales No.613259. Registered office, Norman Place, Reading, RG1 8DA

Argo Direct Limited is authorised and regulated by the Financial Conduct Authority. ArgoGlobal SE is authorised by the Malta Financial Services Authority to carry on General Insurance Business under the Insurance Business Act, 1998.

Covéa Insurance plc are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of **Insurers**. The **Insurers** are not responsible for the subscriptions of any co-subscribing **Insurers** or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

## Financial Services Compensation Scheme (FSCS)

ArgoGlobal SE and Covéa Insurance plc are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

## Notifying Claims

If you need to notify **Insurers** of a claim or of any circumstances or incident which may cause a claim you should contact:

Hencilla Canworth, Simpson House, 6 Cherry Orchard Road, Croydon, Surrey, CR9 6AZ

Telephone Number      020 8686 5050  
Fax Number:              020 8686 5559  
E-Mail:                      mail@hencilla.co.uk

Please refer to the Claims Conditions listed on page 9 an for further information about actions you should, and should not, take if a claim under the policy may be necessary.

### **The Law that Governs the interpretation of this Policy**

All disputes concerning the interpretation of this Policy are understood and agreed by both the **Insured** and the **Insurers** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration.

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim. It is recommended that you to retain details of your Employers Liability policy/certificates for at least 40 years.

### **Complaints Procedure**

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the broker who arranged the insurance will be able to resolve any concerns and you should contact them directly.

Alternatively if you need to complain please contact the Pen Underwriting Limited Complaints Officer quoting your policy or claim number.

Pen Underwriting Limited Complaints Officer  
3 Atlantic Quay, 20 York Street, Glasgow, G2 8JH  
Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

Your complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to You and let You know what further action will be taken. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter if You remain dissatisfied You may refer Your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints.

The Financial Ombudsman Service can be contacted at the following address:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
Telephone: 0800 0234567 (for landline users)  
Telephone: 0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

**Data Privacy Notice(s)**

Hencilla Canworth Limited (Hencilla) and Pen Underwriting Limited (Pen) are each a separate data controller of the personal information you provide or personal information that has been provided by a third party.

Hencilla and Pen collect and process information about you in order to arrange insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators, police and government agencies or fraud prevention agencies.

Hencilla and Pen may record telephone calls to help us monitor and improve the service we provide. For further information on how your information is used and your rights in relation to your information please refer to the respective Privacy Policies referenced below. If you are providing personal data of another individual to us, you must tell them you are providing their information to us and show them a copy of this notice.

**Privacy Policies:**

Hencilla Canworth Limited - [https://www.hencilla.co.uk/Documents/HC\\_Privacy\\_Notice.pdf](https://www.hencilla.co.uk/Documents/HC_Privacy_Notice.pdf)

Pen Underwriting Limited - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>

Pen Underwriting Ltd act as underwriting agent for a consortium of Insurers noted under the 'Identity of Insurers' notice.

## General Definitions And Interpretations

Any word or phrase specified hereunder to which a meaning is given has the same meaning wherever it appears in this Policy or any Schedule Endorsement or notice attached or issued by the **Insurers** unless specifically amended in any individual Policy Section or by any documentation issued by the **Insurers**

### **Business**

means the business specified in the **Policy Schedule** and conducted at or from premises in Great Britain, Northern Ireland, The Channel Islands or the Isle of Man (and including for the avoidance of doubt, while the **Insured** is temporarily engaged in **Business** outside of these territories) and shall include the ownership, repair and maintenance of the **Insured's** own property

### **Damage**

means loss of possession of or damage to tangible property.

### **Injury**

means death, bodily injury, illness or disease of or to any person.

### **Insured**

1. the person, persons or corporate body named in the Policy **Schedule**
2. subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurers**.

### **Insurers**

The insurers whose identity is stated in the Endorsement entitled 'Identity of Insurers' and whose proportionate liability will be detailed on request.

### **Person Employed**

means any:

1. Employee being a person under a contract of service or apprenticeship with the **Insured**
2. labour master and persons supplied by him
3. person employed by labour only sub-contractors
4. self employed person under the control of the **Insured**
5. person hired to or borrowed by the **Insured**
6. person undertaking study or work experience or youth training scheme with the **Insured** working for the **Insured** in connection with the **Business**.

### **Pollution**

means pollution or contamination of the atmosphere, or of any water, land, buildings or other tangible property.

### **Product**

means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

### **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.

# General Exclusions To This Policy

## (1) Radioactive Contamination

This Policy does not cover any loss destruction damage consequential loss or liability directly or indirectly caused by or contributed to by or arising from

- (i) ionising radiations from 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 or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
- (iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- (iv) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
- (v) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
- (vi) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins).

## (2) War And Act Of Terrorism

This Policy does not cover any claim hereunder of whatsoever nature directly or indirectly occasioned by or happening through or in consequence of

- (a) 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 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 Act of **Terrorism** or any action taken in controlling preventing suppressing or in any way relating to any of the above
- (b) riot civil commotion and (except in respect of **Damage** by fire or explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons in Northern Ireland other than in respect of the insurance provided by Section 1 –Public & Products Liability.

## (3) Date Recognition Failure

This Policy does not cover legal liability or costs and expenses directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media micro chip integrated circuit or similar device or any computer software whether the property of the **Insured** or not to

- (a) correctly to recognise any date as its true calendar date
- (b) correctly to capture save 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) correctly to capture save retain or process any data as a result of the operation of any command which causes the loss of data or the inability correctly to capture save retain or process such data



## General Conditions To This Policy

The following Conditions apply to all Sections of this Policy and you must comply with them

### (1) Compliance With Terms

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The Insurer will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the Insurer's liability is suspended.

Where:

- (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and
- (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time,

the Insurer cannot rely on the breach of such term to exclude, limit or discharge its liability if the **Insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### (2) Claims Conditions

If any event happens which may give rise to a claim being made under this Policy the **Insured** must

- (a) notify the **Insurers** as soon as possible and give full details of the occurrence
- (b) forward to the **Insurers** immediately on receipt and without answering it any letter claim writ summons or process
- (c) not negotiate with nor make any admission of liability nor offer payment or promise to any party without the **Insurers'** written consent

### (3) Fraud

If the **Insured** makes a fraudulent claim under this Policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

### (4) Subrogation

In the event of any claim under this Policy the **Insured** shall at the **Insurers'** request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in the **Insureds** name before or after any payment is made by the **Insurers**

### (5) The Insurers' Rights

If any event happens which may give rise to a claim under this Policy the **Insurers** will be entitled to

- (a) exercise sole conduct and control over the defence or settlement of any claim made upon the **Insured** or any other person covered by this Policy by any other party
- (b) prosecute in the **Insured's** name or the name of any other person covered by this Policy but for the **Insurers'** benefit any claim for damages or indemnity

### (6) Cancellation

The **Insurers** may cancel this Policy by giving 30 days' notice in writing of such cancellation to the Artist Union England at their last known address.

### (7) Contracts (Rights Of Third Parties) Act 1999

A person or company who was not 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 Condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

# Section 1 - Public And Products Liability

## OPERATIVE CLAUSE

The **Insurers** will indemnify the **Insured** against their legal liability to pay damages (including claimants' costs, fees and expenses) for and/or arising out of accidental **Injury** and/or **Damage** occurring during the Period of Insurance and arising out of the **Business** specified in the Policy Schedule, subject always to the terms, conditions and exclusions of such Section and of the **Policy** as a whole.

## DEFINITIONS TO THE PUBLIC & PRODUCTS LIABILITY SECTION

### Defence Costs

shall mean costs, fees and expenses incurred by the **Insured** with the written consent of the **Insurers** in the defence or settlement of any claim under this **Policy**.

### Hazardous Premises

shall mean:

1. power stations or nuclear installations/establishments
2. oil, gas or chemical
  - i. refineries
  - ii. bulk storage
  - iii. production premises
3. aircraft, aerospace or hovercraft
4. watercraft other than work on or in watercraft in docks, harbours, boatyards or inland waterways
5. railways or airports other than non-airside or non-trackside work

## EXCLUSIONS TO THE PUBLIC AND PRODUCTS LIABILITY SECTION

This Section does not apply to or include legal liability:

### (1) Injury to Persons Employed

in respect of **Injury** to any **Person Employed** arising out of and in the course of employment by the **Insured**.

### (2) Motor Vehicles

arising out of the ownership, possession or use by or on behalf of the **Insured**, or any person or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than legal liability:

- a. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any legislation
- b. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
- c. arising out of any motor vehicle or trailer temporarily in the **Insured** custody or control for the purpose of parking except liability for which compulsory insurance or security is required by any legislation

### (3) Aviation, Marine and Offshore Risks

arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)

### (4) Property In Your Care, Custody & Control

for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insured** care, custody or control other than:

- a. clothing and personal effects (including vehicles and their contents) of Employees and visitors

- b. premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work
- c. premises tenanted by the **Insured** provided always that liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement

**(5) Professional Indemnity Risks**

arising out of breach of professional duty, or wrongful or inadequate advice given separately for a fee or in circumstances where a fee would normally be charged.

**(6) Explosives and Pyrotechnics**

arising from any use of fireworks, explosives or pyrotechnics, other than the use of flash paper, flash cotton or flash string.

**(7) Work At Height**

any activity undertaken more than 10 metres above ground or floor level.

**(8) Tattooing, Body Piercing and Face Painting**

arising from work undertaken by the **Insured** involving tattooing (whether temporary or permanent), body piercing, face painting or any form of treatment or process involving the application of chemicals to the body of any person.

**(9) Hazardous Premises**

any activity undertaken at a **Hazardous Premises**.

**(10) Defective Products**

for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof which is alleged to be defective

**(11) Product Recall**

arising out of the recall of any **Product** or part thereof

**(12) Aviation or Marine Products**

arising out of any **Product** which with the **Insured** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft or waterborne craft

**(13) Product Inefficacy**

arising from the failure of any **Product** to perform its intended function.

**(14) Contractual Liability**

arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement

**(15) Punitive Damages**

for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever

**(16) Liquidated Damages and Penalty Clauses**

arising out of liquidated damages clauses, penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties

**(17) Excess**

for the **Excess** stated in the **Schedule** in respect of the first amount of each claim arising out of **Damage** arising from work undertaken away from your own studio premises

**(18) Other Insurance**

which forms the subject of insurance by any other Policy and this **Policy** shall not be drawn into contribution with such other insurance.

**(19) Deliberate Acts**

arising out of the deliberate, conscious or intentional disregard by the **Insured** or the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**

## **(20) Pollution**

arising out of **Pollution** of the atmosphere or of any water, land, buildings or other tangible property except to the extent that the **Insured** demonstrates that such **Pollution**;

- a. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the **Period of this Insurance**
- b. was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution**

Provided always that all such **Pollution** which arises out of one incident shall be considered for the purposes of this **Policy** to have occurred at the time such incident takes place and that **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) under this clause shall not exceed the **Limit of Indemnity** stated in the **Schedule** in the aggregate in respect of the **Period of this Insurance**.

## **(21) Mould & Fungus**

- a. directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- b. any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- c. any obligation or duty to defend any actions directly or indirectly occasioned by, happening through, arising out of, resulting from or in connection with any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens

Irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.

For the purpose of this exclusion, **Injury** shall include mental anguish, mental injury and/ or emotional distress.

## **(22) Building Materials**

directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health.

## **(23) Asbestos**

arising from the manufacture mining processing distribution testing remediation removal storage disposal sale use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in consequence of a loss.

## **SPECIAL CONDITIONS TO THE PUBLIC & PRODUCTS LIABILITY SECTION**

### **Indemnity To Others**

The indemnity granted extends to:

1. the officers, committees and members of the **Insured's** canteen, social, sports, medical, fire fighting, security services and welfare organisations for legal liabilities incurred in their respective capacity as such
2. any person or firm for legal liabilities arising out of the performance of a contract with the **Insured** constituting the provision of labour only
3. any principal for legal liabilities arising out of work carried out by the **Insured** under a contract or agreement in respect of which the **Insured** would have been entitled to indemnity under this **Policy** if the claim had been made against the **Insured**
4. the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person or party.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the **Insured**.

### **Cross Liabilities**

Each person or party granted indemnity by this **Policy** is separately indemnified in respect of claims made against any of them by any other subject to the **Insurers** total liability not exceeding the stated **Limits of Indemnity**.

### **Limits Of Indemnity**

The **Insurers** total liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the **Schedule** in respect of any one occurrence or series of occurrences arising from one originating cause.

Provided always that the **Limit of Indemnity**:

1. in respect of liability arising out of **Pollution** applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**
2. in respect of liability arising out of **Products** applies to the total amount of damages (including claimants' costs, fees and expenses) payable in respect of all occurrences during the **Period of Insurance**.

### **North American Jurisdiction Conditions**

In respect of claims happening in North America or where a claim is brought in North America

- a) there will be no indemnity under this policy for fines or penalties or aggravated exemplary or punitive damages
- b) there will be no indemnity under this policy in respect of any legal liability of whatsoever nature directly or indirectly caused or contributed to or occurring by the presence of Asbestos, Asbestos Containing Materials or Asbestos Dust or the release of Asbestos Dust or the exposure of persons buildings or property to Asbestos Asbestos Containing Materials or Asbestos Dust
- c) all costs and expenses of the claimant and the costs and expenses (incurred by the Insurer or with the Insurer's written consent) of any person entitled to indemnity are included within the Limit of Indemnity stated in the Schedule
- d) there will be no indemnity under this policy in respect of any legal liability caused by or arising out of **Pollution** or contamination of buildings or other structures or of water or land or the atmosphere
- e) the **Insurers** will not pay the first £2,500 of any claim arising
- f) North America shall mean the United States of America or Canada or their territories or possessions or Puerto Rico

### **IN ADDITION THE INSURERS WILL PROVIDE COVER UNDER THIS SECTION AS FOLLOWS**

#### **Defence Costs**

The **Insurers** will also pay all **Defence Costs**.

**Defence Costs** include legal expenses:

1. incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured**:
  - (i) for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and/or legislation of similar effect)
  - (ii) for any offence under Part II of the Consumer Protection Act 1987 and/or Part II of the Food Safety Act 1990 (and/or legislation of similar effect)Provided that **Insurers** shall not be liable for any fines or penalties imposed as a consequence of such prosecution
3. arising out of representation at any Coroner's Inquest or Fatal Accident Inquiry
4. 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 by this **Policy**

**Defence Costs** will be payable in addition to the **Limits of Indemnity**.

### **Compensation For Court Attendance**

In the event of the **Insured** attending court as a witness at the request of the **Insurers** in connection with a claim which is the subject of indemnity under this **Policy** the **Insurers** will provide compensation to the **Insured** at the rate of £250 for each day on which attendance is required.

### **Wrongful Arrest**

Legal liability to pay compensation together with Costs and Expenses following any charge of wrongful arrest or malicious prosecution made against the **Insured** during the Period of Insurance in respect of any allegation of theft or the improper conduct by any person (other than your Employees) at the Premises

### **Overseas Personal Liability**

The **Insured** and if they so request their spouse or child accompanying them against liability at law for compensation together with Costs and Expenses for liability incurred in a personal capacity while they are visiting a country anywhere in the world in connection with the **Business** but excluding any liability

- (a) arising from any contract or agreement unless liability would have existed otherwise
- (b) arising out of the ownership or occupation of land or buildings
- (c) arising from the carrying on of any trade or profession
- (d) where indemnity is provided by any other insurance
- (e) arising from the ownership possession or use of wild animals firearms (other than sporting guns) mechanically-propelled vehicles aircraft or watercraft

### **Data Protection Act**

We will within the terms of this Subsection indemnify You against liability for damages in respect of Damage arising out of any claim under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time) not otherwise insured hereunder and first made against You during the Period of Insurance provided that:

- 1) Our liability under this Extension for damages costs and expenses arising out of all claims made during any one Period of Insurance shall not exceed £1,000,000 or the amount stated as the Limit of Indemnity in the Schedule to this Subsection.
- 2) You have registered in accordance with the terms of the said Act or have applied for such registration which has not been refused or withdrawn
- 3) We shall not provide indemnity
  - 3.1) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - 3.2) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - 3.3) for the costs of replacing reinstating rectifying or erasing any personal data
  - 3.4) against liability caused by or arising from any incident or circumstances known to You at inception of this Extension which may give rise to a claim
  - 3.5) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - 3.6) against Contractual Liability

against liability in respect of Bodily Injury to any person or Damage to Property