

Placement Plus

Public & Products Liability

Policy Wording



Negotiated and arranged by Marsh

Underwritten by RSA

The policy wording, Schedule and any endorsements should be read as one legal document and should be kept in a safe place.

Please read the policy wording, Schedule and any endorsements carefully and if they do not meet your needs return them to us or your broker or insurance intermediary.

WELCOME TO RSA

Thank you for choosing us as your insurer. This policy is underwritten by Royal & Sun Alliance Insurance Ltd, a subsidiary of Intact Financial Corporation

This Public & Products Liability Policy is a contract between the **Insured** (also referred to as you, your, yours or yourselves) and the **Insurer** (also referred to as RSA, we, us, our or ours).

This policy wording and its Schedule and any appendices or endorsements are one contract in which unless the context otherwise requires, capitalised words in **bold** text have a specific meaning as included within the Definitions section of this policy.

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Insuring clauses

In consideration of the payment of premium or promise to pay the premium by the **Policyholder**, the **Insurer** agrees as follows:

1. General Liabilities

1.1 Public Liability

In the event of any actual or alleged:

- i. **Damage** to tangible property;
- ii. **Bodily & Other Injury**;
- iii. **Interference to Access & Amenities**; and/or
- iv. **Breach of Specified Statutes**,

occurring during the **Period of Insurance** and which arises out of or in connection with the **Insured's Business** (other than as caused by **Insured Products**) within the **Territorial Limits**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.2 Data Protection Liability

In the event of any actual or alleged **Breach of Data Protection Statutes** occurring during the **Period of Insurance** and which arises out of or in connection with the **Insured's Business** within the **Territorial Limits**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.3 Products Liability

In the event of any actual or alleged:

- i. **Damage** to tangible property; and/or
- ii. **Bodily & Other Injury**,

occurring during the **Period of Insurance** and which arises out of or in connection with the **Insured's Business** within the **Territorial Limits** and caused by **Insured Products**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.4 Third Party Product Recall Liability

In the event of any actual **Product Recall** commencing during the **Period of Insurance** and which arises out of or in connection with the **Insured's Business** within the **Territorial Limits** the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.5 Drone Liability

In the event of any actual or alleged:

- i. **Damage** to tangible property;
- ii. **Bodily & Other Injury**;
- iii. **Interference to Access & Amenities**; and/or
- iv. **Breach of Specified Statutes**,

occurring during the **Period of Insurance** and which arises out of or in connection with the **Insured's Drone Operations** within the **Territorial Limits** the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.6 Advertising Liability

In the event of any actual or alleged **Content Injury** occurring during the **Period of Insurance** and which arises out of or in connection with any publication, advertisement, publicity, article, web site content, broadcast or telecast in relation to **Insured Products**, and/or the **Insured's** services within the **Territorial Limits**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

1.7 Defence of Specified Criminal & Other Offences

In the event of any actual or alleged **Specified Criminal & Other Offences** occurring during the **Period of Insurance** and which arises out of or in connection with the **Insured's Business** within the **Territorial Limits**, the **Insurer** agrees to pay on behalf of the **Insured** any **Prosecution Defence Costs**.

1.8 Sudden Pollution Liability

In the event of any actual or alleged:

- i. **Damage** to tangible property;
- ii. **Bodily & Other Injury**; and/or
- iii. **Interference to Access & Amenities**,

which arises out of or in connection with **Pollution** within the **Territorial Limits** which is the direct result of a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **Period of Insurance**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

2. Other Liabilities

2.1 Accidental Discovery of Asbestos Liability

This insuring clause operates on a 'claims made' basis

In the event of any accidental discovery of **Asbestos** after the Retroactive Date specified in Item 2 of the Schedule at any premises owned or occupied by the **Insured** within the **Territorial Limits** and where the **Insured** was unaware of the presence of such **Asbestos** prior to its discovery, which discovery gives rise to a **Claim** for **Bodily Injury** first made against the **Insured** during the **Period of Insurance**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

Special Condition

Upon the discovery of **Asbestos**, the **Insured** will:

- i. stop work immediately in the vicinity of such discovery;
- ii. take all reasonable steps to protect the health and safety of all those likely to be affected by such discovery;
- iii. comply with all relevant regulations for the control of **asbestos** including the provisions of the Control of Asbestos Regulations 2012 where applicable; and
- iv. arrange for the treatment and/or removal of any **Asbestos** by a specialist contractor authorised and licensed to perform such treatment and/or removal under the Asbestos Licensing Regulations in force at the time of discovery.

2.2 Financial Loss Liability

This insuring clause operates on a 'claims made' basis

In the event of any actual or alleged **Financial Loss**, which arises as a consequence of facts circumstances or events that occurred after the Retroactive Date specified in Item 2 of the Schedule, and which gives rise to a **Claim** first made against the **Insured** during the **Period of Insurance** and where such **Claim** is brought within the jurisdiction of the courts of England, Wales, Scotland, Northern Ireland; the Channel Islands; and/or the Isle of Man and arises out of or in connection with the **Insured's Products**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

2.3 Legionella Run Off Liability

This insuring clause operates on a 'claims made' basis

In the event of any actual or alleged **Legionella Incidents** which occurred prior to the **Period of Insurance** and after the Retroactive Date specified in Item 2 of the Schedule and which gives rise to a **Claim** for **Bodily Injury** first made against the **Insured** during the **Period of Insurance** and arises out of or in connection with the **Insured's Business** within the **Territorial Limits**, the **Insurer** agrees to pay on behalf of the **Insured** the resulting **Liability Loss**.

Special Condition

The **Insured** must have complied with all relevant regulations for the control and exposure to Legionella and Legionnaires Disease where applicable.

3. General & Other Liabilities Costs & Expenses

3.1 General Costs & Expenses

The **Insurer** agrees to pay to, or on behalf of the **Insured** the following items in connection with any **Liability Loss** covered under Insuring Clause 1 **General Liabilities** or Insuring Clause 2 **Other Liabilities**:

- i. **Court & Inquiry Attendance Costs**;
- ii. **Public Relations Crisis Management Costs**; and/or
- iii. solely in respect of a **Liability Loss** covered under Insuring Clause 1.1 **Public Liability**, Insuring Clause 1.2 **Data Protection Liability**, Insuring Clause 1.3 **Products Liability**, Insuring Clause 1.5 **Drone Liability** and/or Insuring Clause 1.8 **Sudden Pollution Liability**, and/or Insuring Clause 2.1 **Accidental Discovery of Asbestos Liability** and/or Insuring Clause 2.3 **Legionella Run Off Liability**:
 - a. **Claims Support Costs**.

3.2 Sudden Pollution Costs & Expenses

The **Insurer** agrees to pay to, or on behalf of the **Insured** the following items in connection with any **Liability Loss** covered under Insuring Clause 1.8 **Sudden Pollution Liability**:

- i. **Environmental Clean Up Costs**;
- ii. **Preventative Costs**.

3.3 Data Protection Costs & Expenses

The **Insurer** agrees to pay to, or on behalf of the **Insured** the following items in connection with any **Liability Loss** covered under Insuring Clause 1.2 **Data Protection Liability**:

- i. **Data Breach Notification Costs**; and/or
- ii. **Data Breach Support Services Costs**.

Extensions

1. New & Acquired Companies

- i. The definition of **Insured** will automatically include any newly created or acquired company by the **Insured** from the date of its creation or acquisition where the activity of such company does not represent a material change to the nature of the **Insured's Business** and, solely in relation to an acquired company, the annual turnover of such acquired company is equal to (or less than) ten percent (10%) of the **Policyholder's** annual turnover as stated in its latest audited accounts as at the inception date of the **Period of Insurance**.
- ii. In the event that any newly created or acquired company represents a material change to the nature of the **Insured's Business** such newly created or acquired company will not be covered under this policy until such time as the **Insurer** has agreed to the inclusion of such company as an **Insured** and should the **Policyholder** wish this policy to include such company as an **Insured**:
 - a. the **Policyholder** will provide information necessary to fulfil its duty of fair presentation to the **Insurer**, where practicable, within forty five (45) days of the date such company's creation or acquisition; and
 - b. the **Insurer** will have the right:
 - i. to not include such company as an **Insured**; or
 - ii. to require additional charges and/or changes in the terms and conditions of this policy solely in relation to such company and will advise the **Policyholder** of any such charges or changes, where practicable, within thirty (30) days of receipt of the information described in a. above.
 - iii. In the event that any newly created or acquired company does not represent a material change to the nature of the **Insured's Business** but the annual turnover of such company is greater than ten percent (10%) of the **Policyholder's** annual turnover as stated in its latest audit accounts then, if the **Policyholder** wishes this policy to include such company as an **Insured**:
 - a. the definition of **Insured** will include such newly created or acquired company for a period of ninety (90) days from the date of its creation or acquisition; and
 - b. the **Policyholder** will provide information necessary to fulfil its duty of fair presentation to the **Insurer**, where practicable, within forty five (45) days of the date such company's creation or acquisition; and
 - c. the **Insurer** will have the right to make any additional charges and/or changes to the terms solely in relation to such company, where practicable, within thirty (30) days of receipt of the information described in b. above.

2. Individual Liability

In respect of the **Insured's Business** within the **Territorial Limits**, it is agreed that if any **Claim** is made against:

- i. any director, officer or partner, or former director, officer or partner of the **Insured**, any **Employee** (other than a medical doctor or dentist in relation to medical or dental services provided by such person), or any visitor or guest of the **Insured**;
- ii. any participant, member or user of:
 - a. nursery, crèche or child care facilities where incidental to the business undertaken by the **Insured**;
 - b. canteen, social, sports, welfare and medical, first aid, fire, rescue and ambulance services where incidental to the operations of the **Insured**; and/or
 - c. dining refreshment and entertainment amenities for customers guests and visitors of the **Insured**;

- iii. any legal or personal representatives of the **Insured** but solely in respect of liability incurred by the **Insured**; and/or
- iv. the estate, heirs or legal personal representatives of a deceased, incompetent, insolvent or bankrupt directors, officers or partners, or former directors, officers or partners of the **Insured**, or any **Employee** in respect of any **Claim** under this policy made against the estate, heirs or legal personal representatives solely because of such status,

the **Insurer** will, at the request of the **Insured**, pay to, or on behalf of such persons any **Liability Loss** where had such **Claim** been made against the **Insured**, the **Insured** would be entitled to indemnity under this policy.

3. Motor Contingent Liability

The **Insurer** agrees to pay on behalf of the **Insured** any **Liability Loss** arising out of the use of any **Motor Vehicle** within the **Territorial Limits** and during the **Period of Insurance** in connection with the **Insured's Business** and which results in **Damage** to tangible property and/or **Bodily Injury**:

- i. where such **Motor Vehicle** is not owned, leased, hired or rented to or by the **Insured**; or
- ii. in circumstances not authorised by the **Insured** where such **Motor Vehicle** is the property of, or has been leased by the **Insured**; or
- iii. by, or on behalf of any person to whom the **Motor Vehicle** is lent, leased or hired in circumstances where such person has failed to arrange insurance cover.

4. Motor Excess Liability

The **Insurer** agrees to pay on behalf of the **Insured** any **Liability Loss** arising out of the use of any **Motor Vehicle** within the **Territorial Limits** and during the **Period of Insurance** in connection with the **Insured's Business** and which results in **Damage** to tangible property and/or **Bodily Injury** to the extent that:

- i. such **Liability Loss** exceeds the Limit of Liability under the compulsory motor insurance arranged by the **Insured** in respect of such **Motor Vehicle**; and
- ii. the **Motor Vehicle** was being used in accordance with the Certificate of Insurance issued in respect of the compulsory motor insurance arranged by the **Insured** in respect of such **Motor Vehicle**; and
- iii. the insurers of such compulsory motor insurance have in respect of the relevant loss paid, have agreed to pay or had their liability to pay established.

5. Personal Liability

The **Insurer** agrees to pay to, or on behalf of the **Insured**, and if the **Insured** so requests, any director or partner of the **Insured**, **Employee**, or any spouse and dependent children of any such director, partner or **Employee** accompanying them whilst temporarily away from their usual place of work and in connection with the **Insured's Business** within the **Territorial Limits**, any **Liability Loss** arising out of any actual or alleged personal liability of such natural persons.

Spouse will include such status derived by reason of any statutory law, common law or otherwise of the country, state, territory, possession, dependency or protectorate of domicile of married persons or people living together as being married including two people of the same sex. Where the country, state, territory, possession, dependency or protectorate of domicile does not confer status the **Insurer** may at its own discretion confer status on the persons concerned as would apply if domiciled in England or Wales.

6. Principal & Other Party Liability

If any **Claim** is made against any:

- i. principals;
- ii. **Vendors**;

iii. any public or local authority; and/or

iv. any other third party,

in connection with the **Insured's Business** within the **Territorial Limits**, the **Insurer** will, at the request of the **Insured** (including to the extent required by contract or agreement with said parties), pay to, or on behalf of such persons or organisations any **Liability Loss** where, had such **Claim** been made against the **Insured**, the **Insured** would be entitled to indemnity under this policy.

Exclusions

This policy does not cover:

1. Advice Design & Specification

Claims arising from, or in connection with advice, design or specification provided by the **Insured** for a fee and not connected with the supply or intended supply of, **Insured Products**.

2. Aircraft Products

Liability arising out of **Insured Products** which directly affect or could affect the safety or integrity of the structure, navigation or propulsion of any aircraft or any aerospace device, where such **Insured Products** are knowingly supplied by the **Insured** for this purpose.

3. Asbestos

Liability arising directly or indirectly out of, resulting as a consequence of, or related to or from the manufacture, mining, processing, use, installation, storage, removal, remediation, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to **Asbestos**.

This Exclusion 3 will not apply to:

- a. Insuring Clause 2.1 **Accidental Discovery of Asbestos Liability**.

4. Custody & Control

Liability in respect of **Damage** to property in the custody or control of the **Insured**.

This Exclusion 4 will not apply to:

- a. the personal effects and vehicles (including their contents) of **Employees**, guests, customers, clients or visitors;
- b. premises including fixtures, fittings and contents where the **Insured** is undertaking work in connection with the **Business** and which are not owned by or leased to or rented to the **Insured**;
- c. premises including fixtures fittings and contents leased or rented to the **Insured** to the extent that the **Insured** is not contractually obliged to effect insurance in respect of such **Damage**;
- d. waste skips, containers and the like being loaded or unloaded; and/or
- e. any vehicle, vessel, craft, container, railway, rolling stock including contents and accessories not owned by or leased to the **Insured**, whilst in the care custody or control of the **Insured** for the purpose of, or whilst being, loaded or unloaded by, or on behalf of the **Insured**.

5. Defective Products & Recall

- i. Liability for the costs and/or expenses to repair, remove, replace, reinstate, dispose of any **Insured Products** which are faulty, defective or inadequate for their intended purpose; and/or
- ii. liability for the costs and/or expenses to recall any **Insured Products**;
- iii. the **Insured's** own direct costs of recall of any **Insured Product** as the result of a **Product Recall**; and/or
- iv. liability for **Damage** to **Insured Products** which are faulty, defective or inadequate for their intended purpose.

Where 'Part Products' cover is identified as 'included' in Item 2 of the Schedule the following exception a. to Exclusion 5.i. and 5.iv. will be applicable to this policy:

- a. Exclusion 5.i. and 5.iv. will not apply to subsequent **Damage** to any part of an **Insured Product** which is not faulty, defective or inadequate.

Where Insuring Clause 1.4 **Third Party Products Recall Liability** is identified as 'included' in Item 2 of the Schedule the following exception b. to Exclusion 5.ii. will be applicable to this policy:

- b. Exclusion 5.ii. will not apply to Insuring Clause 1.4 **Third Party Products Recall Liability** and Exclusion 5.ii. will not apply to **Public Relations Crisis Management Costs**.

6. Deliberate Acts

Liability which results from:

- i. deliberate acts or omissions, by, or with the knowledge of any of the **Insured's** senior management, (being those individuals who play significant roles in the making of decisions about how the **Insured's** activities are to be managed or organised) that such acts or omissions would with reasonable certainty result in **Bodily & Other Injury, Damage to tangible property, Interference to Access & Amenities, Breach of Data Protection Statutes and/or Breach of Specified Statutes, Content Injury or Financial loss**;
- ii. **Proven** dishonest acts of any partner or director of the **Insured** which results in **Financial Loss**.

This Exclusion 6 will not apply to any **Insured** who had no knowledge of, or was not a party to, such deliberate act or omission or **Proven** dishonest acts.

This Exclusion 6 will not apply to any act or omission to protect persons or property.

This Exclusion 6.ii. will not apply to dishonest acts or omissions of **Employees** or third parties acting alone or in collusion with others where the **Insured** is held liable, (or settles any **Claim**, subject to the provisions of Claims Condition 4 **Defence & Settlement of Claims**) for the actions of such persons.

7. Employers' Liability

Liability in respect of:

- i. bodily and other injury caused to any **Employee** arising out of and in the course of employment by the **Insured**; and/or
- ii. any other losses, fees costs and expenses covered under the **Insured's** Employers' Liability insurance.

8. Fines, Penalties & Punitive Damages

Liability in respect of:

- i. fines and/or penalties;
- ii. liquidated damages payable solely under a contract or agreement; and/or
- iii. aggravated, punitive and/or exemplary damages awarded by a court of law outside of the United Kingdom of Great Britain and Northern Ireland; the Channel Islands; and the Isle of Man.

9. Inoperative Insuring Clauses & Extensions

Liability under any Insuring Clause and/or Extension identified as 'not included' in Item 2 of the Schedule.

10. Radioactive Contamination

Liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and/or

- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any explosive nuclear assembly or nuclear component thereof.

11. Seepage Pollution & Contamination (occurring outside of North America)

Liability for:

- i. seepage, pollution or contamination occurring outside of **North America**;
- ii. the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances outside of **North America**.

This Exclusion 11 will not apply:

- a. to Insuring Clause 1.1 **Public Liability** arising from a **Legionella Incident**;
- b. to Insuring Clause 1.1 **Public Liability** in respect of **Bodily Injury**;
- c. to Insuring Clause 1.8 **Sudden Pollution Liability** and Insuring Clause 3.2 **Sudden Pollution Costs & Expenses**;
- d. to Insuring Clause 2.1 **Accidental Discovery of Asbestos Liability**;
- e. to Insuring Clause 2.3 **Legionella Run Off Liability**.

12. Seepage Pollution & Contamination (occurring within North America)

Liability for:

- i. seepage, pollution or contamination occurring within **North America**;
- ii. the cost of removing, nullifying or cleaning-up any seeping, polluting or contaminating substances within **North America**.

13. Vehicles

Liability in respect of the ownership, possession, or use by, or on behalf of the **Insured** of any **Motor Vehicle** where insurance or security is required to comply with Road Traffic Legislation in respect of the use of such **Motor Vehicle**.

This Exclusion 13 will not apply to any liability arising as a consequence of a **Motor Vehicle**:

- a. being used as a tool of trade;
- b. being loaded or unloaded;
- c. causing **Damage** to any bridge, weighbridge, road or any underground services caused by the vibration or the weight of such **Motor Vehicle** of the load carried thereon;
- d. whilst temporarily in the custody of the **Insured** for the purposes of parking; and/or
- e. being moved if such vehicle is interfering with **Insured's Business**; and/or
- f. other plant and machinery whilst being used at the **Insured's** premises, buildings or locations,

to the extent that such usage or activities do not require compulsory insurance or security to be arranged to comply with Road Traffic Legislation in respect of such **Motor Vehicle** and/or plant and machinery.

This Exclusion 13 will not apply to Extension 3 **Motor Contingent Liability** and Extension 4 **Motor Excess Liability**.

14. War

Any loss, expense, or liability as a consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, or military or usurped power.

This Exclusion 14 will not apply to **Damage** to tangible property, **Bodily & Other Injury**, and/or **Interference to Access & Amenities** caused by the detonation of munitions of war after the state of war has ceased within one (1) kilometre of such detonation.

This Exclusion 14 will not apply to Insuring Clause 1.5 **Drone Liability**.

15. Watercraft & Aircraft

Liability in respect of the ownership, possession, operation or use by, or on behalf of, the **Insured** of:

- i. aircraft or aero spatial device;
- ii. hovercraft; and/or
- iii. waterborne craft

This Exclusion 15 will not apply to any liability arising from the ownership possession or use by or on behalf of the **Insured** of

- a. hand propelled or sailing craft in inland or territorial waters;
- b. waterborne craft not owned by but used by the **Insured** for entertainment purposes; or
- c. mechanically propelled waterborne craft not exceeding twenty (20) metres in length in inland or territorial waters,

in connection with the **Insured's** Business.

Where Insuring Clause 1.5 **Drone Liability** is identified as 'included' in Item 2 of the Schedule the following exception 1. Will be applicable to this Exclusion 15:

1. Exclusion 15 will not apply to Insuring Clause 1.5 **Drone Liability**.

16. Offshore Working

Where Offshore Working is identified as 'not included' in Item 2 of the Schedule the following Exclusion 16 will be applicable to this policy.

Liability arising out of **Offshore Working**.

17. Data Costs

The following Exclusion 17 will only apply to Insuring Clause 1.2 Data Protection Liability.

Fees, costs and expenses to replace, reinstate, rectify or erase any personal data.

18. Product Deterioration

The following Exclusion 18 will only apply to Insuring Clause 1.4 Third Party Product Recall Liability.

Claims arising from the natural deterioration, decomposition or transformation of the chemical structure of any **Insured Products** including any combination or interaction among ingredients, components or packaging.

This Exclusion 18 will not apply to **Claims** arising as a direct result of an act, error or omission in the manufacturing of **Insured Products**.

19. Product Procedure Failure

The following Exclusion 19 will only apply to Insuring Clause 1.4 Third Party Product Recall Liability.

Claims arising from the failure by anyone to adhere to procedures prescribed by the **Insured** regarding the storage, consumption or use of **Insured Products**.

20. Government Regulation

The following Exclusion 20 will only apply to Insuring Clause 1.4 Third Party Product Recall Liability.

Claims arising from any:

- i. intentional violation by the **Insured** of any governmental or regulatory requirements in connection with the:
 - a. testing, manufacturing, storage, distribution or sale of any **Insured Products**
 - b. use of any ingredients, components and/or packaging in the manufacturing process which have been previously banned or declared unsafe by any governmental or regulatory body; or
 - c. maintenance of adequate documentation of the manufacturing process in compliance with any governmental or regulatory standards;
- ii. changes in governmental regulations with respect to the safety of any **Insured Products**; or
- iii. **Insured Products** which have been banned from the market by any authorised governmental or regulatory body prior to the **Period of Insurance** or distributed or sold by the **Insured** subsequent to any governmental or regulatory ban.

21. Contractual Liability

The following Exclusion 21 will only apply to Insuring Clause 1.3 Products Liability, Insuring Clause 1.4 Third Party Product Recall Liability and Insuring Clause 2.2 Financial Loss Liability.

Liability which attaches to the **Insured** solely under contract by reason of any breach of any warranty, guarantee or other term in such contract and which would not be actionable in tort, delict or quasi delict, or statute.

22. USA Claims

The following Exclusion 22 will only apply to Insuring Clause 1.6 Advertising Liability.

Claims brought against the **Insured** in the courts of the United States of America, its territories and possessions, or in any court outside of such country to enforce a judgement made in the United States of America, its territories and possessions.

23. Price Quality & Performance

The following Exclusion 23 will only apply to Insuring Clause 1.6 Advertising Liability.

Liability arising out of:

- i. any incorrect description or mistake in the advertised price of **Insured Products**;
- ii. the failure of **Insured Products** to conform to advertised quality or performance.

24. Cross Liabilities

The following Exclusion 24 will only apply to Insuring Clause 2.2 Financial Loss Liability.

Claims brought by, or on behalf of, or at the behest of any **Insured** against another **Insured**.

This Exclusion 24 will not apply to any **Claim**:

- a. that emanates from an independent third party; or
- b. to the extent that such **Claim** is for contribution or indemnity for a **Claim** brought against that **Insured** by a third party; or
- c. where one **Insured** is obliged to bring legal action against another **Insured**, provided always that failure to take such legal action would have otherwise resulted in:
 1. the **Insured** incurring a statutory liability; or
 2. a subsequent **Claim** by a third party.

25. Real Property Values

The following **Exclusion 25** will only apply to Insuring Clause 2.2 Financial Loss Liability.

Financial Loss resulting directly from the diminution in value of land and/or anything growing on, or erected on such land.

26. Labour Disturbances

The following **Exclusion 26** will only apply to Insuring Clause 2.2 Financial Loss Liability.

Claims arising out of, or in connection with any delay from strikes or labour disturbances.

27. Other Liability

The following **Exclusion 27** will only apply to Insuring Clause 2.2 Financial Loss Liability.

Financial Loss resulting directly from:

- i.
 - a. **Damage** to tangible property;
 - b. **Bodily & Other Injury**;
 - c. **Interference to Access & Amenities**; and/or
 - d. **Breach of Specified Statutes**,

covered under Insuring Clause 1.1 **Public Liability**, 1.3 **Products Liability**, 1.5 **Drone Liability** and/or 1.8 **Sudden Pollution Liability**;

- ii. a **Breach of Data Protection Statutes** covered under Insuring Clause 1.2 **Data Protection Liability**; and/or
- iii. a **Product Recall** covered under Insuring Clause 1.4 **Third Party Product Recall Liability**; and/or
- iv. the **Insured's Drone Operations** covered under Insuring Clause 1.5 **Drone Liability**; and/or
- v. **Content Injury** covered under Insuring Clause 1.6 **Advertising Liability**; and/or
- vi. any delay in the delivery of any **Insured Products**.

28. Patents

The following **Exclusion 28** will only apply to Insuring Clause 2.2 Financial Loss Liability.

Liability arising or **Claims** for any actual or alleged breach of any patent by the **Insured**.

29. Statutory Authorities

The following **Exclusion 29** will only apply to Insuring Clause 2.2 Financial Loss Liability.

Claims brought by any statutory authority to enforce statutory requirements or the performance of statutory duties by the **Insured**, or arising out of the **Insured's** failure to perform statutory duties.

30. Previous Claims & Circumstances

The following Exclusion 30 will only apply to Insuring Clause 2.1 Accidental Discovery of Asbestos Liability, Insuring Clause 2.2 Financial Loss Liability, and Insuring Clause 2.3 Legionella Run Off Liability.

- i. **Claims** in respect of any incident or circumstance that occurred prior to the applicable Retroactive Date shown in Item 2 of the Schedule;
- ii. **Claims** first made against the **Insured** in respect of any incident or circumstance reasonably anticipated to give rise to a **Claim** and known by the **Responsible Person** prior to the **Period of Insurance**.

31. Damage to Motor Vehicle & Other Insurance

The following Exclusion 31 will only apply to Extension 3 Motor Contingent Liability.

- i. Loss of or **damage** to any **Motor Vehicle** use of which is covered by Extension 3, or to any property conveyed therein; and/or
- ii. that part of any **Liability Loss** which is recoverable under any more specific, valid and collectible policy of insurance.

32. Damage to Motor Vehicle

The following Exclusion 32 will only apply to Extension 4 Motor Excess Liability.

Loss of or **Damage** to any **Motor Vehicle** use of which is covered by Extension 4, or to property conveyed therein.

33. Land Buildings & Other Insurance

The following Exclusion 33 will only apply to Extension 5 Personal Liability.

- i. **Liability Loss** arising out of the ownership or occupation of land or buildings; and/or
- ii. that part of any **Liability Loss** which is recoverable under any more specific, valid and collectible policy of insurance.

Claims Conditions

1. Notice to the Insurer

- i. The **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any:
 - a. **Damage** to property;
 - b. **Bodily & Other Injury**;
 - c. **Interference to Access & Amenities**;
 - d. **Breach of Data Protection Statutes**;
 - e. **Breach of Specified Statutes**;
 - f. **Content Injury**; and/or
 - g. **Pollution**,which have given rise to a **Claim** against the **Insured** or where a **Responsible Person** reasonably anticipates that a **Claim** against the **Insured** is likely; or
 - h. facts, circumstances, incidents or events likely to give rise to a **Claim** being made under Extension 2 **Individual Liability**, Extension 3 **Motor Contingent Liability**, Extension 4 **Motor Excess Liability**, Extension 5 **Personal Liability**, Extension 6 **Principal & Other Party Liability**.
- ii. The **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any **Product Recall** (or facts circumstances or event reasonably likely to result in a **Product Recall**) including where such **Product Recall** has given rise to a **Claim** against the **Insured** or where a **Responsible Person** reasonably anticipates that a **Claim** against the **Insured** is likely.
- iii. The **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any actual or alleged **Specified Criminal or Other Offences** by the **Insured**, including the receipt by the **Insured** of any notice of summons or other process served upon the **Insured** in relation to any **Specified Criminal or Other Offences**.
- iv. The **Insured** will notify the **Insurer**:
 - a. as soon as reasonably practicable after a **Responsible Person** becomes aware of any **Claim** first made against the **Insured** during the **Period of Insurance**:
 1. following the accidental discovery of **Asbestos**;
 2. for **Financial Loss**;
 3. following a **Legionella Incident**,
 - b. as soon as reasonably practicable and within thirty (30) days after a **Responsible Person** becomes aware of the accidental discovery of **Asbestos** during the **Period of Insurance**; and/or
 - c. any facts circumstance incidents or events during the **Period of Insurance** where a **Responsible Person** reasonably anticipates that a **Claim** against the **Insured** at some future time, of the type described in iv.a. above, is likely.
- v. Any **Claims** arising out of any facts, circumstances, incidents or events notified in accordance with iv.b. or c. above will be deemed to have been first made against the **Insured** during the **Period of Insurance**.
- vi. Where notice, has been given under i. ii. iii. or iv. above:
 - a. if posted the date of posting will constitute the date that notice was given, and proof of posting will be sufficient proof of notice; and/or

- b. if sent by email the date that the email was sent will constitute the date that notice was given, and proof of sending will be sufficient proof of notice.

2. Consent to Incur Costs

- i. The **Insured** will obtain the written consent (including by email) of the **Insurer** prior to the incurring of:
 - a. **Legal Costs;**
 - b. **Prosecution Defence Costs;**
 - c. **Public Relations Crisis Management Costs;**
 - d. **Environmental Clean Up Costs;**
 - e. **Preventative Costs;**
 - f. **Data Breach Notification Costs;** and/or
 - g. **Data Breach Support Services Costs.**
- ii. Where the **Insurer's** written consent cannot reasonably be obtained by the **Insured** prior to the incurring of:
 - a. **Legal Costs;**
 - b. **Prosecution Defence Costs;**
 - c. **Public Relations Crisis Management Costs;**
 - d. **Environmental Clean Up Costs;**
 - e. **Preventative Costs;**
 - f. **Data Breach Notification Costs;** and/or
 - g. **Data Breach Support Services Costs,**

the **Insurer** agrees to pay to, or on behalf of the **Insured** such items listed in ii a. to g and covered under this policy where the **Insurer's** written consent was not obtained in advance of the incurring of such items, provided:

1. they are necessarily incurred and that the maximum amount incurred prior to the obtaining of the **Insurer's** written consent does not exceed GBP 10,000 part of any **Single Liability Loss** or **Single Compensation Loss**, as applicable; and
2. the **Insured** obtains the **Insurer's** written consent (including by email) in accordance with Claims Condition 2 i. as soon as is reasonably practical after starting to incur any of the items listed in ii a. to g above.

3. Co-operation of the Insured

In the event of any notification under Claims Condition 1, the **Insured** will provide reasonable co-operation with the **Insurer** and/or the **Insurer's** representatives in the **Insurer's** investigation of any such notified **Claim** or circumstance.

4. Defence & Settlement of Claims

- i. The **Insurer** will have the right to control the investigation, negotiation, adjustment and defence of any **Claim** and, should it occur, any appeal, or counterclaim for which indemnity is sought under this policy unless the **Insurer** specifically permits the **Insured** to exercise such control.
- ii. The party controlling the investigation, negotiation, adjustment and defence of any **Claim** and, should it occur, any appeal, or counterclaim, will have the right to select defence counsel in respect of such **Claim** with the consent of the other party which consent will not be unreasonably delayed, denied or withheld.

- iii. The **Insurer**, or if applicable the **Insured**, will consult with, and permit the other party to actively participate in the investigation, negotiation, adjustment and defence of any **Claim** and, should it occur, any appeal, or counterclaim.
- iv. The **Insured** will provide all reasonable information and documentation relating to any **Claim** when requested to do so by the **Insurer** however nothing will require the **Insured** to provide to the **Insurer** any document which is legally privileged in circumstances where the **Insured** has been legally advised by an external lawyer that its disclosure to the **Insurer** is liable to result in loss of that legal privilege.
- v. If a claimant is willing to settle a **Claim** against the **Insured**, the **Insurer** and the **Insured** will discuss that settlement opportunity and its potential terms and will adhere to the following provisions:
 - a. If the **Insurer** or the **Insured** wants a settlement offer to be made or accepted the relevant party will seek the consent of the other party to the making or acceptance of such settlement offer. In the event that agreement cannot be reached between the parties, the **Insurer** and the **Insured** will brief a Senior Counsel to advise on whether the offer or acceptance, as the case may be, is advisable judged solely on the legal merits of the case.
 - b. The advice of Senior Counsel as provided for in Claims Condition 4.v.a. above will be binding on both the **Insurer** and the **Insured**, provided that Senior Counsel may be asked to provide a further opinion at any point prior to the making of a settlement offer if the material circumstances of the case have altered sufficiently to warrant a reappraisal, in which circumstances the subsequent opinion will be binding. Nothing in this Claims Condition prevents the **Insured** from settling any **Claim** at a level in excess of that recommended by Senior Counsel and the **Insurer** will be liable to reimburse the **Insured** but only to the extent of the maximum sum recommended by the Senior Counsel.
 - c. The selection of the Senior Counsel is to be agreed by the **Insurer** and the **Insured** or, in the event that such agreement cannot be reached, the Senior Counsel will be appointed by the Chairman or equivalent of the professional body for counsel in the relevant jurisdiction. The Senior Counsel's fees will be borne equally by the **Insurer** and the **Insured** and will not form part of the **Limit of Liability** or the **Retention**.
 - d. For the avoidance of doubt, unless the parties otherwise agree, the Senior Counsel will not determine whether the **Claim** is covered under this Policy.
 - e. For the purposes of Claims Condition 4.v.a. b. c. and d. above 'Senior Counsel' means a lawyer of at least ten (10) years' experience, as a qualified lawyer, in liability cases permitted to practise in the jurisdiction in which the **Claim** is made.

5. Claims Obligations of the Insurer Following Notice

- i. In the event of any notification under Claims Condition 1 **Notice to the Insurer**, within thirty (30) days of the receipt and acceptance by the **Insurer** of such notice (which acceptance will not be unreasonably withheld, delayed or denied):
 - a. in respect of a **Claim** for which indemnity is sought under Insuring Clause 1 **General Liabilities** (other than Insuring Clause 1.7 **Defence of Specified Criminal & Other Offences**) or under any of the **Extensions**, where possible, the **Insurer** will confirm policy coverage in writing and indicate whether they intend to defend such **Claim** or seek a settlement of such **Claim** in accordance with Claims Condition 4 **Defence & Settlement of Claims**;
 - b. in respect of any actual or alleged **Specified Criminal & Other Offences** by the **Insured** for which indemnity is sought under Insuring Clause 1.7 **Defence of Specified Criminal & Other Offences**, where possible, the **Insurer** will confirm policy coverage in writing.
- ii. Where it is not possible to confirm policy coverage in accordance with Claims Condition 5.i. above the **Insurer** will explain its position on policy response in writing including details of:
 - a. the reason(s) why the **Insurer** is unable to confirm policy coverage;
 - b. the extent to which the **Insurer's** views are provisional;
 - c. what further information (if any) the **Insurer** requires from the **Insured** in order to give further consideration to policy response, and why that further information is required;

- d. proposed next steps; and
 - e. the extent to which **Insurers** views are dependent upon the basis of the **Claim** being brought against the **Insured**, or the actual or alleged **Specified Criminal & Other Offences** of the **Insured**.
- iii. Where policy coverage has been confirmed by the **Insurer** but full payment of the **Claim** has not been made, the **Insurer** will, as soon as reasonably practicable where requested and upon presentation of invoices by, or on behalf of the **Insured** pay **Legal Costs**; and/or **Prosecution Defence Costs**; and/or **General & Other Liability Costs & Expenses** as they fall due for payment.
 - iv. Where initial payments have been made under the provisions of Claims Condition 5.iii. above any necessary adjustment on final agreement of the final quantum of the **Claim** under this policy will be made by the **Insurer**.
 - v. The **Insured** agrees to provide all reasonable assistance, information and documentation requested by the **Insurer** to enable it to discharge its enhanced responsibility under this Claims Condition 5, subject always to the provisions of Claims Condition 4 **Defence & Settlement of Claims**.

6. Other Insurance Policies

- i. If there is any other more specific, valid and collectible insurance effected by, or on behalf of, the **Insured** and the **Insured** is entitled to recover or actually recovers under such other insurance, the liability of the **Insurer** under this policy will be limited to that part of any **Single Liability Loss** or **Single Compensation Loss** including all associated **Legal Costs**, **Claimant Costs** and **General & Other Liability Costs & Expenses** not recoverable under such other more specific, valid and collectible insurance.
- ii. Any loss, fees costs and expenses recoverable pursuant to any other more specific valid and collectible insurance to the benefit of the **Insured** will not be cumulative upon, but will erode the amount of the **Retention**.

7. Recoveries

Unless the **Insured** and the **Insurer** have otherwise agreed a specific allocation of any recoveries, any recoveries will be allocated in the following order of reimbursement:

- i. for any costs and expenses reasonably and necessarily incurred in relation to the recovery;
- ii. the **Insured** will be reimbursed for any loss exceeding the Programme Limit of Liability;
- iii. the insurers of any specific excess insurance above the **Limit of Liability** will be reimbursed for any amounts paid to the **Insured** under such specific excess insurance;
- iv. the **Insurer** will be reimbursed for any amounts otherwise paid to the **Insured** under this policy; and
- v. the **Insured** will be reimbursed for the **Retention**.

'Programme Limit of Liability', for the purposes of Claims Condition 7, means the **Limit of Liability** (plus all applicable **Sub-Limits** which are in addition to the **Limit of Liability**) plus the limit of liability under any other policy of insurance which was purchased by the **Insured** as specific excess insurance above the **Limit of Liability**.

8. Subrogation & Subrogation Waiver

- i. Upon and to the extent of any **Claim** payment made by the **Insurer** to, or on behalf of the **Insured** or the **Insurer's** promise to pay a **Claim** (including providing a confirmation of coverage to the **Insured**) or the **Insurer's** liability to pay a **Claim** having been established under this policy:
 - a. the **Insurer** will be subrogated to all the **Insured's** rights of recovery against any person or organisation in respect of such **Claim** payment; and
 - b. the **Insured** will execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights.

- ii. The insurance provided under this policy will not be prejudiced or invalidated by any agreement by the **Insured** to waive or limit any or all rights of recovery against any party in respect of any incident, actionable cause or injury covered by this policy where such waiving or limiting occurs prior to any such incident, actionable cause or injury occurring. The **Insured** will not take any action after the occurrence of such incident, actionable cause or injury so as to prejudice the subrogation rights of the **Insurer**.
- iii. Notwithstanding the provisions of Claims Condition 8.i. in the event of a **Claim** arising under this policy, the **Insurer** agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:
 - a. any other **Insured**; and/or
 - b. any parent company of the **Insured** (or a subsidiary of such parent company) where not an **Insured** under this policy.

9. Fraudulent Claims

If a **Claim** under this policy is made fraudulently by an **Insured** under this policy the provisions of the Insurance Act 2015 will apply

10. Discharge of Liability

- i. The **Insurer** may at any time pay to the **Insured**, in connection with any potential **Single Compensation Loss**, the **Limit of Liability** (after deduction of sums already paid to, or on behalf of the **Insured** as **Compensation** in respect of such **Single Compensation Loss**) or any lesser amount for which a **Claim**, or series of **Claims** arising from, or in connection with one originating cause or source, can be settled in accordance with the provisions of Claims Condition 4 **Defence & Settlement of Claims**.
- ii. Upon such payment being made the **Insurer** will relinquish the conduct and control of and be under no further liability in connection with such **Claim** or series of **Claims** other than the payment of **Legal Costs** and/or **Claimant Costs** incurred prior to the time of such payment.

General Conditions

1. Cancellation

- i. This policy may be cancelled by the **Insured** at any time during the **Period of Insurance** by giving fourteen (14) days' notice to the **Insurer** at its last known address.
- ii. This policy may be cancelled by the **Insurer** by giving ninety (90) days' notice to the **Policyholder** at the **Policyholder Address** specified in Item 1 of the Schedule.
- iii. In the event of cancellation of this policy by the **Insured** in accordance with the provisions of i. above, the **Insurer** will refund any unearned premium (being that part of the premium less any paid **Claims**) computed at pro rata to the unexpired **Period of Insurance** to the extent that:
 - a. there has been no **Claim** made under this policy for which the **Insurer** has made a payment;
 - b. there is no **Claim** made under this policy which is still under consideration by the **Insurer**; and
 - c. there are no facts, circumstances, incidents or events which the **Insured** is aware of and which are reasonably likely to give rise to a **Claim** under this policy which has yet to be notified to the **Insurer**.
- iv. In the event of cancellation of this policy by the **Insurer** in accordance with the provisions of ii. above, the **Insurer** will refund premium computed at pro rata to the unexpired **Period of Insurance**.
- v. Where notice, has been given under General Condition 1.i. or ii. above:
 - a. if posted the date of posting will constitute the date that notice was given, and proof of posting will be sufficient proof of notice;
 - b. if sent by email the date that the email was sent will constitute the date that notice was given, and proof of sending will be sufficient proof of notice.

2. Choice of Law & Disputes

- i. Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this policy to the extent permitted by those laws, unless the parties agree otherwise in writing the **Insurer** has agreed with the **Policyholder** that this policy is subject to the law applying in that part of the United Kingdom of Great Britain and Northern Ireland; the Channel Islands; or the Isle of Man where the **Policyholder Address**, as shown in Item 1 of the Schedule, is located.
- ii. If there is any dispute as to which law applies, it will be English Law.
- iii. Any dispute between the **Insured** and the **Insurer** regarding any aspect of this policy including in relation to its existence, validity or termination will be resolved as follows:
 - a. firstly, the parties will endeavour to resolve the dispute amicably;
 - b. secondly, if the dispute cannot be resolved by way of General Condition 2.iii.a. within fourteen (14) days of that dispute arising, the dispute may be referred by either party by notice in writing to mediation, with a mutually agreeable mediator. In default of agreement as to the mediator to be appointed, he or she will be appointed by the President for the time being of the Law Society of England and Wales. The costs of the mediator will be borne equally by the parties and will not form part of the **Limit of Liability** or **Retention**;

- c. thirdly, if the dispute cannot be resolved by way of mediation under General Condition 2.iii.b. to the satisfaction of either party within forty five (45) days of the dispute being referred to mediation, the dispute will be submitted to the jurisdiction of the courts in that part of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, or the Isle of Man where the **Policyholder Address**, as shown in Item 1 of the Schedule, is located who have jurisdiction to finally determine the dispute. If there is any dispute as to which courts have jurisdiction the English courts alone will have jurisdiction to finally determine the dispute.

3. Conditions Precedent

No provision in this policy will be construed as a condition precedent unless it is expressly and individually stated to be a condition precedent.

4. Contract (Rights of Third Parties) Act 1999

This policy does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **Insured** and both the **Insurer** and **Insured** may amend, cancel or lapse this policy without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

5. Cross Liabilities

If the **Insured** comprises more than one party each operating as a separate and distinct entity, this policy will apply as if a separate policy of insurance had been issued to each of these parties provided always that the **Insurer's** overall liability in respect of all of such parties combined will not exceed the **Limit of Liability** or any applicable **Sub-Limit**.

6. Extended Discovery Period

Solely in respect of Insuring Clause 2 **Other Liabilities**:

- i. In the event of the **Insurer** not inviting renewal of this policy in whole or in part or the **Insured** elects not to renew this policy in whole or in part and which affects, Insuring Clauses 2.1, 2.2, and/or 2.3 the **Insured** will be entitled to a period of three (3) months immediately following the **Period of Insurance** during which period:
 - a. **Claims** first made against the **Insured** will be deemed to be **Claims** first made during the **Period of Insurance** where such **Claims** are in respect of facts, circumstances, incidents or events which occurred prior to the expiration of the **Period of Insurance**;
 - b. a **Responsible Person** may become aware of any facts, circumstance, incidents or events which occurred prior to the expiration of the **Period of Insurance** and which are reasonably anticipated by such **Responsible Person** to result in a **Claim** against the **Insured** at some future time of the type covered Insuring Clauses 2.1 **Accidental Discovery of Asbestos Liability**, 2.2 **Financial loss Liability**, and/or 2.3 **Legionella Run Off Liability**.
- ii. The **Policyholder** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any **Claim**, or any facts, circumstances, incidents or events reasonably anticipated to result in a **Claim**, during such three (3) month period, and such notification will be deemed in accordance with Claims Condition 1 **Notice to the Insurer**.
- iii. Any **Claims** arising out of facts, circumstances, incidents or events notified in accordance with ii. above will be deemed to have been first made against the **Insured** during the **Period of Insurance**.
- iv. The insurance provided by this **Extended Discovery Period** will not attract any additional premium and may not be cancelled by the **Insurer** other than in accordance with the provisions of the Insurance Act 2015 for fraudulent **Claims** or for any deliberate or reckless breach of the duty of fair presentation.

- v. Such three (3) month period will terminate immediately upon the **Insured** purchasing any insurance policy covering in whole or in part coverage of the type covered under Insuring Clauses 2.1 **Accidental Discovery of Asbestos Liability**, 2.2 **Financial loss Liability**, and/or 2.3 **Legionella Run Off Liability**.

7. Fair Presentation

- i. In the event of a breach of the duty of fair presentation by an **Insured** in relation to a variation of this policy which is deliberate or reckless, the **Insurer** may treat the policy as if the variation was never made and need not return any of the premiums paid in respect of the variation, in respect of such **Insured**.
- ii. In the event of a breach of the duty of fair presentation by an **Insured**, prior to the commencement of the policy or prior to a variation of the policy, which is neither deliberate nor reckless and the **Insurer** can show that, but for the breach, it would have entered into the policy or the variation (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, then in the event of a **Claim**, at the **Insured's** election either:
- the **Insured** will be liable to pay to the **Insurer** such additional premium as would reasonably have been charged had the duty of fair presentation not been breached, or
 - the **Insurer** need only pay on the **Claim** X% of what it would otherwise have been under an obligation to pay as calculated in accordance with section 6 (if the breach of duty by the **Insured** was prior to the commencement of the policy) or Y% of what it would otherwise have been under an obligation to pay as calculated in accordance with section 11 (if the breach of duty by the **insured** was prior to a variation of the policy) of Schedule 1 of the Insurance Act 2015.

If the **Insured** elects General Condition 7.ii.a. above and pays the additional premium due then the **Insurer** will have no right to reduce proportionately the amount that it would otherwise have been under an obligation to pay under the terms of the policy.

If the **Insured** elects General Condition 7.ii.b. above, the parties agree that the **Insurer** will not have a right to reduce proportionately any **Claim** that has already been settled under the policy.

If the breach of the duty of fair presentation by an **Insured** is in relation to a variation of the policy, it is agreed that the **Insurer** will only have a remedy (and therefore the **Insured** need only make an election) in respect of **Claims** arising out of or in relation to the variation.

For the avoidance of doubt, General Condition 7.ii. does not prevent the **Insurer** from showing that, but for the breach of the duty of fair presentation, it would have not have entered into the policy or variation on any terms or would have entered into the policy or variation on different terms, other than terms relating to premium.

For the purposes of General Condition 7, the phrases 'duty of fair presentation' and 'deliberate or reckless' will have the same meanings as given to them in the Insurance Act 2015.

8. Fundamental Changes to the Risks Insured

If at any time during the **Period of Insurance** the **Insured** becomes aware of anything that fundamentally changes the nature of the risks insured under this policy the **Insured** will notify the **Insurer** as soon as reasonably practicable after a **Responsible Person** becomes aware of any such changes.

9. Interpretation

This policy wording, its Schedule and any endorsements are one contract in which unless the context otherwise requires:

- i. capitalised words in **bold** text have a specific meaning as included in the Definitions section of this policy;
- ii. the singular includes the plural, and vice versa;
- iii. headings in underlined text are descriptive only and not an aid to interpretation;
- iv. the male includes the female and neuter;
- v. all references to specific legislation or EU directives will include amendments to and re-enactments of such legislation or directives and will include their equivalents in any jurisdiction other than where such references to specific legislation or EU directives are contained in Exclusions;
- vi. all references to industry standards (for example ISO or BES) will include amendments to and replacements of such standards and will include their equivalents in any jurisdiction;
- vii. references to positions, offices or titles will include their equivalents in any jurisdiction;
- viii. notwithstanding the provisions of the Insuring Clauses and Extensions of this policy that state the **Insurer** will 'pay on behalf of the **Insured**', where the **Insured** has already paid all or part of any **Liability Loss** or **Prosecution Defence Costs** the 'pay on behalf of' obligations of the **Insurer** will be deemed satisfied where the **Insurer** indemnifies the **Insured** for such **Liability Loss** or **Prosecution Defence Costs**;
- ix. where the consent of the **Insurer** is required by the **Insured** the **Insurer** will not unreasonably withhold, delay or deny such consent;
- x. this policy wording is accepted by and adopted as the wording of all **Insurers**, notwithstanding that the policy or part thereof, may in fact, have been put forward in part or full by the **Insured** and/or its brokers or other representatives.

10. Limit of Liability, Sub-Limits, & Retention

- i. The liability of the **Insurer** under this policy will not exceed the **Limit of Liability** plus any applicable **Sub-Limits** that are specifically detailed as in addition to the **Limit of Liability** in the Schedule.
- ii. Certain elements of this policy are subject to a **Sub-Limit**, the liability of the **Insurer** for such elements will not exceed any applicable **Sub-Limit**.
- iii. The **Limit of Liability** will apply in excess of any applicable **Retention**.
- iv. Other than in respect of Insuring Clause 1.7 Defence of Specified Criminal & Other Offences, the **Limit of Liability** and/or **Sub-Limits** applicable to the individual Insuring Clauses forming part of Insuring Clause 1 General Liabilities and Insuring Clause 2, Other Liabilities and Extensions are not cumulative as to amount and in the event of a **Single Liability Loss** and/or **Single Compensation Loss** and associated **General & Other Liability Costs & Expenses** arising from, or in connection with one originating cause or source being recoverable under more than one Insuring Clause and/or Extension only one **Limit of Liability** being the largest applicable will be payable by the **Insurer**.

11. Premium Adjustments

- i. If the annual premiums specified in Item 6 of the Schedule are provisional and are based on estimates provided by the **Policyholder**, the **Policyholder** will as soon as is reasonably practicable after the expiry of the **Period of Insurance** provide the **Insurer** with a declaration of the actual amounts.
- ii. If the actual amounts are less than ninety percent (90%) of the total of the estimates the **Insurer** will pay a return premium to the **Insured** calculated on a pro rata basis up to a maximum of ninety percent (90%) of the annual premium, subject always to the **Insurer** being able to retain any minimum premiums stipulated in the Schedule.
- iii. If the actual amounts are greater than one hundred and ten percent (110%) of the total of the estimates the **Insured** will pay an additional premium to the **Insurer** capped at ninety percent (90%) of the pro rata calculation, subject to the provisions of iv. below.
- iv. In the event that this policy is not renewed with the **Insurer** the ninety percent (90%) cap in respect of the pro rata calculation will not apply and the **Insurer** may charge the full pro rata additional premium.

12. Sanctions Limitation

The **Insurer** will not be deemed to provide cover and will not be liable to pay any **Claim** or provide any benefit under this policy to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or applicable trade or economic sanctions, laws or regulations.

13. Severability

The liability of the **Insurer** under this policy to any one **Insured** will not be conditional upon the observance and fulfilment of any other **Insured** of the terms of this policy and of any duties imposed upon it relating thereto and will not be affected by any failure in such observance or fulfilment by any other **Insured**. This clause will not amend the provisions of Claims Condition 9 **Fraudulent Claims**.

14. Warranties

No provision in this policy will be construed as a warranty unless it is expressly and individually stated to be a warranty.

Definitions

1. **Asbestos** means asbestos, asbestos fibres, asbestos dust or asbestos-containing materials.
2. **Bodily Injury** means:
 - i. death, bodily injury, illness, disability or disease;
 - ii. mental injury, mental anguish, nervous shock, or medically recognisable psychiatric or psychological injury, including post-traumatic stress disorder,of, or to any person other than an **Employee**.
3. **Bodily & Other Injury** means:
 - i. **Bodily Injury**;
 - ii. humiliation, discrimination, false arrest, malicious prosecution, wrongful detention, false accusation of any criminal offence;
 - iii. wrongful entry, wrongful eviction, or other invasion of breach of a right of private occupancy;
 - iv. defamation, libel, slander, or other civil wrongs causing disparagement or harm to the reputation or character;
 - v. invasion or breach of a right of confidentiality or privacy (but excluding any **Breach of Data Protection ; Statutes**);of, or to or against any person other than an **Employee**.
4. **Breach of Data Protection Statutes** means the **Insured's** breach of:
 - i. the Data Protection Act 1998 which gives rise to a demand for compensation under Section 13;
 - ii. the Data Protection Act 2018 which gives rise to a demand for compensation under Section 168 or 169;
 - iii. the General Data Protection Regulation (Regulation (EU) 2016/679) under Article 82;
 - iv. any other statute or regulation within:
 - a. the United Kingdom of Great Britain and Northern Ireland;
 - b. the Channel Islands; and/or
 - c. the Isle of Man,relating to the collection, storage, processing, deletion and/or safeguarding of personal data, and which gives rise to any actual or alleged **Damage** or distress of any person other than an **Employee**.
5. **Breach of Specified Statutes** means the **Insured's**:
 - i. breach of Defective Premises Act 1972, the Defective Premises (Northern Ireland) Order 1975, or the Defective Premises Act (Northern Ireland) 2001; or
 - ii. breach of any other statute (other than **Breach of Data Protection Statutes**) within the United Kingdom of Great Britain and Northern Ireland; the Channel Islands; and/or the Isle of Man relating to the safeguarding of persons or property.
6. **Claim** means any demand, suit or proceeding (including interim proceeding), including any civil proceeding, third party proceeding, regulatory adjudicatory or regulatory enforcement proceeding, counterclaim, arbitration, alternative dispute resolution process, brought either for compensation or which could, if successful be expected to result in the payment of **Compensation** or other relief, including non-pecuniary relief.

Any appeal in relation to a **Claim** will be deemed part of that **Claim**.

7. **Claimant Costs** means any costs and expenses (including legal fees and expenses, court costs, accountant's costs and loss adjuster's costs) incurred by a claimant in connection with a **Claim** made against the **Insured** (including any appeal from an award of a court, tribunal or alternative dispute resolution process) for which the **Insured** is liable to reimburse the claimant.
8. **Claims Support Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for Marsh Claims Solutions to provide specialist claims and risk management support services where a **Claim**, or facts, circumstances, incidents or events reasonably anticipated to result in a **Claim**, involves a fatality of an individual other than an **Employee**, or a life changing injury to an individual other than an **Employee** as the result of a sudden event, and where there is a reasonable expectation of an investigation by the Health and Safety Executive or other statutory or regulatory body.

At the option of the **Insured**, the **Insured** may select to use alternative service providers (other than legal firms or partnerships) to Marsh Claims Solutions being any other professionals, specialists or consultants in relation to a specific **Claim** with the prior consent of the **Insurer**.

For the purposes of this Definition 8, 'life changing injury' means:

- i. a disablement, reasonably anticipated by an appropriately qualified medical practitioner to be of a nature that would completely and continuously prevent the person from attending to their usual occupation and which is beyond hope of improvement;
- ii. loss of a limb (one or more);
- iii. loss of sight (one or both eyes);
- iv. loss of speech; and/or
- v. loss of hearing.

Claims Support Costs does not mean **Legal Costs**.

9. **Compensation** means:
 - i. any civil compensation or damages payable to a claimant pursuant to a final judgment, award directive, order or similar act of a court, tribunal, regulator, adjudicator or alternative dispute resolution process binding on the **Insured**; or
 - ii. any amounts payable to a claimant in accordance with a written agreement made by, or on behalf of the **Insured** and such claimant in settlement of a **Claim** made against the **Insured**; and
 - iii. Additionally, in respect of Insuring Clause 1.8 **Sudden Pollution Liability**, all sums, including statutory debts, which the **Insured** is legally liable to pay or legally obliged to incur for remediation in respect of environmental **Damage** where such liability arises under an environmental protection directive, statute or statutory instrument.

Compensation under iii. above does not mean costs of achieving any improvement or alteration in the condition of any property or land or the atmosphere or any watercourse or any body of water beyond that required under any relevant and applicable environmental protection directive, statute or statutory instrument.

10. **Content Injury** means any:
 - i. defamation, libel, slander, product disparagement, trade libel or other civil wrongs causing disparagement or harm to the reputation or character of any person or organisation;
 - ii. infringement of copyright, title, slogan or other intellectual property rights;
 - iii. infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark (including trademarks protected by common law rights of passing off) or service mark; and/or
 - iv. piracy or unfair competition or idea misappropriation under an implied contract; and/or
 - v. any invasion of the rights of privacy.

Content Injury does not mean:

- a. any actual or alleged breach of any patent by the **Insured**; and/or
 - b. any actual or alleged infringement of trademark, service mark or tradename other than titles or slogans used in connection with **Insured Products**.
11. **Court & Inquiry Attendance Costs** means the day rates as stated in Item 4 of the Schedule, for each day or part of a day on which:
- i. a director, officer, partner of the **Insured**, and/or
 - ii. any **Employee**,
- is compelled to attend (other than by the **Insured**), or attends at the request of the **Insurer**, a court hearing, arbitration proceeding, case review meeting, pre-trial conference or inquiry in connection with a **Claim** where a **Claim** may be made under Insuring Clause 1 **General Liabilities**.
12. **Damage(d)** means physical loss, damage or destruction.
13. **Data Breach Notification Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for the collation of information, preparation for and notification to data subjects of any **Personal Data Breach** (including postage expenses and related advertising expenses) occurring during the **Period of Insurance** and where:
- i. there is a legislative or regulatory requirement for notification; and/or
 - ii. an external lawyer advises that failure to take such action would be in breach of a law, statute, rule, regulation, code or guideline which is binding on the **Insured**, or which the **Insured** reasonably believes to be binding on them;
 - iii. recommended by an **Information Commissioner**; and/or
 - iv. the election to notify is not mandated by legislation or regulation but where failure to notify is reasonably expected by a **Responsible Person** to negatively affect the **Insured's** brand or public image.
14. **Data Breach Support Services Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for a service provider to provide support services (including costs associated with establishing and/or the provision of and/or engaging third parties to provide a call centre and/or the provision of credit file monitoring services and/or identify theft assistance and/or identity theft insurance) to any data subject, affected or potentially affected by any **Personal Data Breach** occurring during the **Period of Insurance**.
15. **Employee** means any person under a contract of service or apprenticeship with the **Insured** including:
- i. former employees of the **Insured** hired by the **Insured** on a consultancy basis;
 - ii. persons gaining education, engaged under work experience, training, study or similar schemes;
 - iii. any labour master or labour only sub-contractor or persons supplied by them;
 - iv. self-employed persons;
 - v. any person hired to, borrowed by or supplied to the **Insured** from any other employer;
 - vi. persons on secondment to an **Insured**;
 - vii. drivers or operators of plant & machinery hired to the **Insured**;
 - viii. persons supplied to the **Insured** under a contract or agreement the terms of which deem such person to be in the employment of the **Insured**, for the duration of such contract or agreement;
 - ix. outworkers and home workers;
 - x. any prospective employee who is being assessed by the **Insured** as to his or her suitability for employment;
 - xi. any other person defined under Section 34.-(1), Section 35.-(2) and Section 54.-(3)(b) of the National Minimum Wage Act 1998;
 - xii. voluntary workers;

- xiii. officers, members, committee and voluntary helpers of the **Insured's** restaurant, canteen and/or welfare organisations and nursery, crèche or childcare facilities;
 - xiv. the officers and members of the **Insured's** security, rescue, first aid, medical, fire and ambulance services;
 - xv. officers, members, committee and voluntary helpers of the **Insured's** sports and social organisations; and/or
 - xvi. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978; and/or
 - xvii. any other person deemed to be an employee of the **Insured** by law.
16. **Environmental Clean-up Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** to undertake any **Pollution** clean-up or decontamination required or ordered by any regulatory body or other legal body, having authority under Environmental Legislation to require the treatment, removal or disposal of any **Pollution**.
- Environmental Clean-up Costs** do not mean fees, costs and expenses to reinstate, reconstruct flora and fauna.
17. **Financial Loss** means any pecuniary or economic loss, cost or expense sustained by any person or party other than, the **Insured**, any **Employee** or any director or partner of the **Insured**.
18. **General & Other Liabilities Costs & Expenses** mean those individual items listed in Insuring Clauses 3.1 **General Costs & Expenses**, 3.2 **Sudden Pollution Costs & Expenses** and 3.3 **Data Protection Costs & Expenses**.
19. **Information Commissioner** means an information commissioner of the Information Commissioner's Office (UK) or the equivalent in any other jurisdiction, or any national, local, federal, state, governmental regulatory, law enforcement, or statutory body in any jurisdiction (including an institution, agency or other body of the European Union) which governs, regulates or enforces data protection and/or data privacy.
20. **Insured** means:
- i. the **Policyholder** and those entities specified as such in Item 1 of the Schedule, for their respective rights and interests; and
 - ii. additionally in respect of Insuring Clause 1.7 **Defence of Specified Criminal & Other Offences**:
 - a. a director, officer, partner of the **Insured**, and/or
 - b. any **Employee**.
21. **Insured's Business** means the business undertaken by the **Insured** as described in Item 1 of the Schedule (and any former business activities of the **Insured** declared to and agreed by the **Insurer**) which will also include all ancillary work or operations undertaken by, or on behalf of the **Insured** in connection therewith, and will include:
- i. employment of subcontractors for performance of work on behalf of the **Insured**;
 - ii. the organisation of, attendance at and participation in exhibitions, trade fairs, conferences, seminars and the like;
 - iii. the provision and management of training facilities including team building activities for **Employees**;
 - iv. property owners, lessors and lessees including development, repair, refurbishment and maintenance of own property;
 - v. the provision and management of canteen, social, sports, welfare, medical, first aid, fire, rescue and ambulance services where incidental to the operations of the **Insured**;
 - vi. fire and security services maintained primarily for the protection of the **Insured's** premises, buildings or locations;

- vii. the provision and management of nursery, crèche or child care facilities where incidental to the operations of the **Insured** for the benefit of **Employees**;
- viii. private work undertaken by any **Employee** for any director or partner or executive of the **Insured**;
- ix. security operations undertaken by organisations for the benefit of the **Insured**;
- x. the organisation or sponsorship of charitable events or similar fund raising activities;
- xi. the sponsorship of events, organisations, entities and individuals;
- xii. the repair maintenance and servicing of mechanically propelled vehicles the property of the **Insured**;
- xiii. the sale or disposal of own property and goods including owned mechanically propelled vehicles;
- xiv. the provision and management of gifts and promotional material incidental to the operations of the **Insured**; and/or
- xv. the provision and management of dining refreshment and entertainment amenities for customers guests and visitors of the **Insured**.

22. **Insured's Drone Operations** means the **Insured's** use of non-military Unmanned Aerial Vehicles (UAVs) where:

- i. the UAV is used legally in connection with the **Insured's Business** during daylight hours; and
- ii. the **Insured** or any person acting on behalf of the **Insured** complies with the operating and licensing provisions of the Civil Aviation, Air Navigation Order; and
- iii. the operator has received appropriate training in the use of the UAV and has obtained the full qualification, where required, from a CAA-approved National Qualified Entity; and
- iv. the operator maintains sufficient direct, unaided visual line-of-sight contact with the UAV; and
- v. the UAV is operating at a range of no further than five hundred metres (500m) from the operator and up to a maximum altitude of one hundred and twenty metres (120m) above the ground; and
- vi. the UAV and any payload has a maximum take-off mass of less than (20) kilograms in total; and
- vii. the UAV is used only in accordance with the manufacturers' instructions and safety (including altitude and maximum range) guidelines; and
- viii. the UAV is not being used for crop spraying.

23. **Insured Products** means:

- i. goods sold or supplied by the **Insured**; and/or
 - ii. completed operations and/or contract work executed by, or on behalf of the **Insured**;
 - iii. goods specified, designed, tested, supplied, distributed, manufactured, assembled, fabricated, processed, constructed, installed, erected, repaired, refurbished, formulated, packaged, treated, maintained, serviced, cleaned, altered, stored, handled, financed, or let on hire, or recommended by, or on behalf of the **Insured**; and
 - iv. all materials, packaging, containers, labels and instructions in respect of the goods described in i and iii above; and/or
 - v. any software forming an integral part of the goods described in i and iii above,
- after such items have ceased to be in the custody or control of the **Insured**.

Additionally, solely in respect of Insuring Clause 2.2 **Financial Loss Liability**, **Insured Products** means:

- vi. work carried out negligently by, or on behalf of, the **Insured**.

24. **Insurer** means the party named as such in the Schedule of Insurers.

25. **Interference to Access & Amenities** means:

- i. trespass, or interference with any easement, right of access to air, light, water or way;

- ii. stoppage or interference with pedestrian, rail, air road or waterborne traffic;
- iii. obstruction of or loss of other amenities; and/or
- iv. nuisance.

26. **Legal Costs** means:

- i. reasonable legal fees, disbursements and other expenses (including court costs) reasonably incurred by the **Insured**:
 - a. in the investigation, negotiation, adjustment, defence or settlement of a **Claim** or any appeal in relation to such **Claim**;
 - b. in pre-trial and case reviews;
 - c. conducting any proceedings for indemnity, contribution or recovery relating to a **Claim**; and/or
 - d. arising from any coroner's inquest or inquiry in respect of the death of any person;
- ii. other reasonable costs related to those described in i. above where incurred in accordance with Claims Condition 2 **Consent to Incur Costs**.

27. **Legionella Incident** means the discharge, release or escape of legionella bacteria or other airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like.

28. **Liability Loss** means **Compensation, Legal Costs, and/ or Claimant Costs** except in relation to Insuring Clause 1.4 **Third Party Product Recall Liability** where **Liability Loss** means **Compensation, Legal Costs, and/or Claimant Costs** where such **Compensation** is for fees, costs and expenses reasonably incurred by, or on behalf of **Vendors** in respect of a **Product Recall** including costs to destroy affected **Insured Products**.

29. **Limit of Liability** means the amounts designated as such and specified in Item 3 of the Schedule.

30. **Motor Vehicle** means motor vehicles, caravans, and/or trailers.

31. **North America** means the United States of America and/or Canada and their territories or possessions.

32. **Offshore Working** means working on any offshore installation (including any offshore exploration, drilling or production rig or platform) or support accommodation vessel for any offshore installation or in transit (including embarkation and disembarkation from any conveyance) to from or between any offshore installation or support accommodation vessel for any offshore installation.

33. **Period of Insurance** means the period designated as such and specified in Item 1 of the Schedule.

34. **Personal Data Breach** means the unauthorised disclosure or transmission of any information for which the **Insured** is responsible, where such information relates to a natural person and is non-public information capable of individually identifying such natural person, including a natural persons' name, email address, telephone number, credit card or debit card number, account and other banking information, medical information, or any other data protected under any data protection (or data privacy) law or regulations.

35. **Policyholder** means the entity designated as such and specified in Item 1 of the Schedule.

36. **Pollution** means any pollution or contamination of the atmosphere, water, land or tangible property.

37. **Preventative Costs** means all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** to halt or limit further **Pollution** to third party property.

38. **Product Recall** means the withdrawal or recall of any **Insured Products** from the stream of commerce (including where ordered by any government or authorised body or, where all government recall criteria have been satisfied, such an order is imminent) because of:

- i. a known or suspected defect, deficiency or inadequacy of any **Insured Products**; or
- ii. accidental or unintentional contamination, impairment or mislabelling of **Insured Products**, or any adverse publicity implying such, which occurs during or as a result of its production, preparation, manufacture, processing, blending, mixing, compounding, packaging or distribution,

which creates a condition which if used or consumed would reasonably be anticipated to result in **Bodily Injury or Damage** to tangible property.

39. **Prosecution Defence Costs** means

- i. legal fees, disbursements and other expenses (including court costs) reasonably incurred by the **Insured**:
 - a. in the investigation, negotiation, adjustment, defence or any appeal;
 - b. in pre-trial and case reviews;
- ii. all other reasonable costs incurred with the consent of the **Insurer**; and
- iii. prosecution costs awarded against the **Insured**,

in relation to an actual or potential prosecution or criminal proceeding.

40. **Proven** means finally determined in any action (other than an action commenced by the **Insurer** to determine coverage under this policy) by a court, tribunal, regulator or alternative dispute resolution process binding on the **Insured**.

The determination of any matter will become final:

- i. if not appealed against, at the end of the period for bringing an appeal; or
- ii. if appealed against, at the time when the appeal or any further appeal is disposed of either by a determination and once the period for bringing any further appeal has expired, or by the appeal being discontinued.

41. **Public Relations Crisis Management Costs** means:

- i. all fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** in respect of public relations, crisis management and/or crisis communications activities to maintain or protect the **Insured's** brand or public image as may be impacted by events covered under this policy; and/or
- ii. solely in respect of Insuring Clause 1.4 **Third Party Product Recall Liability**, fees, costs and expenses reasonably incurred by, or on behalf of the **Insured** for product safety, security or public relations consultants or advisors hired to assist the **Insured** in responding to a **Product Recall** covered under Insuring Clause 1.4, **Third Party Product Recall Liability**.

42. **Responsible Person** means those positions (and/or the alternates or deputies to such positions) nominated as such and as specified in Item 1 of the Schedule.

43. **Retention** means the amount designated as such and specified in Item 5 of the Schedule being the amount retained by the **Insured** in respect of a **Claim** under this policy.

44. **Single Compensation Loss** means all **Compensation** arising from, or in connection with one originating cause or source.

45. **Single Liability Loss** means all **Liability Loss, General & Other Liability Costs & Expenses** and/or any other amounts payable under any **Extension** to this policy arising from, or in connection with one originating cause or source.

46. **Specified Criminal & Other Offences** means any:

- i. actual or alleged offence by the **Insured** under:
 - a. the Data Protection Act 1998 as described in Section 21;
 - b. the Consumer Protection Act 1987;
 - c. the Food Safety Act 1990 or Food Hygiene (Amendment) Regulations 1990;
 - d. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
 - e. Corporate Manslaughter and Corporate Homicide Act 2007, and/or

- f. any other legislation (other than as stated in a. to e. above), EU directives or binding regulations applicable to the **Insured** in respect of the health and safety of the public;
- ii. actual or alleged offence of manslaughter or culpable homicide by directors, officers or partners, or former directors, officers or partners of the **Insured**, or any **Employee** in connection with the **Insured's Business**,

in connection with any actual or potential **Claim** covered under Insuring Clause 1.1 **Public Liability**, Insuring Clause 1.2 **Data Protection Liability**, Insuring Clause 1.3 **Products Liability**, Insuring Clause 1.5 **Drone Liability** and/or Insuring Clause 1.8 **Sudden Pollution Liability**.

- 47. **Sub-Limits** means the maximum amount the **Insurer** will pay in relation to those amounts designated as such and specified in Item 4 of the Schedule.
- 48. **Territorial Limits** means those territories nominated as such and as specified in Item 1 of the Schedule.
- 49. **Vendors** mean any party (other than the **Insured**, a director or partner of the **Insured** or an **Employee**) who sells, distributes, demonstrates or markets **Insured Products**.

Appendices

Appendix A

Claims Notification Contacts

In the event of an actual or likely claim please notify the **Insurer** in accordance with Claims Condition 1. **Notice to the Insurer** by

Telephone: 0345 300 4006

Customer care claims helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. We also realise that running a business means that it might not be convenient for you to report a claim to us during normal office hours. That's why you can now notify us of any claim when it suits you – any time of the day or night all you have to do is call the number above.

Customer notification

Conditions that apply to this policy in the event of a claim are set out in Claims Condition 1. **Notice to the Insurer**. It is important that you comply with all policy conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in Claims Condition 1. **Notice to the Insurer**. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the injury or damage
- Details of the injury or damage together with claim value if known

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Preferred suppliers

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Appendix B

Additional Services

Emergency repairs

Should emergency repairs be needed to your property, we will put you in touch with a tradesman from our carefully selected panel. You will have to pay the cost of any work done, but where the damage is caused by an insured event, you can of course submit the cost as part of your claim. Whatever the nature of the emergency, you just need to make a single phone call.

Catastrophe claim

If you are faced with a major catastrophe, such as a serious fire or flood, we recognise that you will need expert assistance immediately. We will send a representative to help you in a major crisis, 24 hours a day, 365 days a year.

Advice lines

Where do you turn for answers to questions that affect your business? Our advice lines will put you in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

- Legal assistance
- Health and Safety issues

Please call the 24 hours Helpline 0345 078 7543 quoting code 70201.

Appendix C

Privacy Notice

At Royal & Sun Alliance Insurance Ltd we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at:

www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

Appendix D

Complaints Procedure

Our Commitment to Customer Service

At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

Step 1

If your complaint relates to your policy then please contact the sales and service number shown in your schedule. If your complaint relates to a claim then please call the claims helpline number.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: RSA Customer Relations Team, P O Box 255, Wymondham,

NR18 8DP

Email: crt.halifax@uk.rsagroup.com

Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.
- Once we have reviewed your complaint we will issue our final decision in writing within eight (8) weeks of the date we received your complaint.

Financial Ombudsman Service

If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within eight (8) weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 0800 0234567 (free on mobile phones and landlines)

0300 1239123 (same rate as 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six (6) months from the date of our final response to refer your complaints 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.

Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.



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