



Policy Documentation



Important Information

Welcome to AIG Europe Limited

On 3 December 2012 we changed our company name from Chartis Europe Limited to AIG Europe Limited. This change of name does not impact your insurance cover or your ability to claim.

The name change does not impact either our regional or country operational management structure - the same teams continue to provide you with expert underwriting and claims handling service, as they did before.

Our policyholders in the UK will continue to enjoy the security of being insured by a financially strong FSA regulated company.

We believe that by going to market under one powerful brand with AIG's long history of success around the world, we will have greater marketplace impact and become a much stronger franchise. As a result we will be able to provide even more value to you.

We look forward to continuing to insure you under our new name.



SUMMARY OF COVER

Comprehensive Liability

AIG Europe Limited 05/09v1 Comprehensive Energy Liability Policy provides cover for the traditional liability classes of business, as well as a range of additional covers and services.

This is a summary of the policy and does not contain the full terms and conditions of the cover, which are found in the policy document. It is important that you read the policy document carefully when you receive it. You should discuss with your insurance broker whether this cover is appropriate for your needs.

EMPLOYERS' LIABILITY

ACCEL ELITE Employers' Liability

- Legal costs and expenses provided on an "in addition" basis
- No radioactive contamination restriction
- Medical and Vocational Rehabilitation at no extra premium cost
- TUPE as standard
- Health and Safety loss Control
- Rapid 24 hour 365 day incident reporting "Reportline" facility
- Absence management services

RoSPA Accredited Health and Safety Training

- A complimentary online health and safety compliance self management system
- Modular web-based H&S compliance support system accredited by RoSPA
- Complimentary training places for the insured's employees
- Serves to enhance Health & Safety awareness and proficiency

Employment Related Accident Benefits

- Immediate personal accident payments for workplace injuries suffered by employees
- No liability trigger
- Payable to employer (insured) for use as they see fit
- Complimentary cover

PUBLIC/PRODUCT LIABILITY

Wide Policy Cover: Automatically covering:

- Legionella
- Advertising liability
- Blanket vendors liability
- Member to member liability
- Legal costs and expenses provided on an "in addition" basis (excluding USA/Canada)
- Advice design service & specification cover provided if resulted in injury or damage

ADDITIONAL COVERS AND SERVICES

Product Recall: Covering costs of a recall, defence costs and associated consultant costs in the event of any:

- Governmental recall
- Product defect
- Malicious product tampering

Crisis Containment: Covering costs of specialist communications consultants to handle a crisis. A crisis is an event that:

- Causes a material interruption to the business
- Has potential to cause a financial loss
- Has potential to cause adverse publicity

Environmental Clean Up Costs: Pollution cover in respect of legal liability for clean up costs compensation

- In respect of 3rd parties (subject to trade exclusions – for full list refer to the policy)
- Required by environmental laws and any government or statutory body

PLEASE REFER TO YOUR QUOTATION DOCUMENT TO ESTABLISH WHICH COVERS APPLY

This insurance is underwritten by AIG Europe Limited which is authorised and regulated by the Financial Services Authority (FSA number 202628). AIG Europe Limited is a member of the Association of British Insurers. Registered in England: company number 1486260. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB.



Policy Guide & Contents

On receipt of this *Policy* document please read it carefully. If it does not meet your requirements or you do not understand any part of this *Policy* please contact your insurance broker or adviser as soon as possible. This *Policy* consists of the following:

- Page 1** **Welcome to AIG Europe Limited** - This explains who we are, what we do and where we have offices in the United Kingdom
- Page 2** **Notification of Claims** - Here you will find contact telephone numbers should you need to speak to or contact us
- Page 4** **Policy Schedule** - This includes your details, your business activities, the *Policy* Number, the period of this insurance and the premium. Importantly this tells you which *Sections* of this *Policy* you are covered for
- Page 5** **Limits Schedule** - This sets out the *Limit of Indemnity* or sum insured we cover you for under each *Section* of this *Policy* together with the level of *Deductible* or *Co-insurance* applicable
- Page 6** **General Definitions** - This gives meaning to words used in *Italics* in this *Policy*
- Page 11** **General Conditions & Provisions** - These set out your obligations and rights under this *Policy*
- Page 14** **Claims Conditions & Procedures** - These detail the procedures required when you make a claim
- Page 16** **General Exclusions** - These detail precisely what you are not covered for in certain *Sections* of this *Policy*
- Page 17** **Coverage Sections** - These detail precisely what cover is provided, what is excluded in addition to the *General Exclusions*, what extensions are provided, and any additional provisions or definitions specific to each *Section*
- Section 1 – Employers’ Liability**
Section 2 – Public & Products Liability
Section 3 – Product Recall
Section 4 – Employment Related Accident Benefits
Section 5 – Crisis Containment
Section 6 – Clean-Up Costs
- Note:** Please check your *Policy Schedule* to see which *Sections* you are covered for.
- Page 38** **Disputes and Complaints** - Here you will find the procedure to follow if you have a dispute or complaint
- Page 39** **Endorsements** - This sets out any specific amendments to your cover which are made via *Endorsement*

AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB

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Welcome to AIG Europe Limited

We are delighted that you have chosen us to provide you with this Comprehensive Liability insurance policy.

AIG Europe Limited is one of the UK's largest general insurance companies. With offices throughout the country, we provide innovative products and services to more than half the country's top 1000 companies as well as many public and private sector organisations and millions of individuals. We are part of Chartis Inc., a world leading property-casualty and general insurance organisation with a 90-year history, serving more than 40 million clients in over 160 countries and jurisdictions. AIG offers an extensive range of products and services, deep claims expertise and excellent financial strength

We have been operating in the UK for over 50 years and we are one of the largest companies specialising in the UK business insurance market. Based in London and with offices in Glasgow, Belfast, Leeds, Manchester, Newcastle, Birmingham, Bristol, Reading, Chelmsford and Croydon.

Our programme of innovation and extensive underwriting experience underpins our ability to provide genuinely differentiated products that meet the needs of UK brokers and clients

We continually develop new products and offer a wide variety of tailored products that answer the ever-changing needs of modern businesses

Comprehensive Liability

Our comprehensive liability *Policy* not only provides cover for the traditional liability classes of business, but has been adapted to meet with the needs of the modern business environment.

For most Insureds, it now incorporates the following coverages as standard:

- Product recall coverage
- Employment related accident benefit
- Pollution clean-up cost insurance
- Crisis containment coverage

Please check your *Policy Schedule* to see if your *Policy* includes these coverages.

In addition the following features are included:

- 'Human Focus' our on-line Health and Safety management system.
- 'Reportline' our dedicated 24/7 claim or incident notification service for Employers', Public and Product Liability losses.

Human Focus

Human Focus is a complimentary online health and safety compliance self management system offered to all of our corporate customers. The e-system assists you with the management of your programme and features:

- Online competency training comprising key skills, topics and required knowledge.
- Web based risk assessment.
- Sharing of risk management information.

All information is recorded and accessible by you for the duration of this *Policy*.

In order to access your user account, activate the link

www.humanfocus.org.uk/CBTbyB/Entry.aspx?AIG. Selecting "Register here" takes first time users to a registration page, where completion will trigger a request for confirmation of your *Policy* Number.

Notification of Claims

The claims operation that underpins every AIG Europe Limited insurance Policy is one of our greatest strengths.

We pride ourselves on the skills and expertise of our claims team and their approach to the development and delivery of claims services which is both transparent and solution driven.

Full claim notification procedures are contained within the *Policy* wording, but for ease of reference our dedicated Claims telephone lines are as follows:

Reportline

This is our dedicated 24/7 claim and incident notification service for all Employers', Public or Products Liability claims; in the event of any such incident, please notify us immediately by telephoning:

- Reportline on **029 2026 6269**
- Or Casualty Claims on **0141 303 4415 / 0141 303 4400**

Product Recall & Crisis Containment

To receive assistance following an incident, contact our Crisis Consultants by telephoning the Crisis Centre Hotline from any where in the world on **+1-817-826-7000**

All Other Incidents

Please telephone our United Kingdom claims department on **020 8681 2556** for assistance, or alternatively email details to us using the claim advice on the following web-link http://www-111.aig.co.uk/2009/euk10107/euk10107_contact.html



Comprehensive Energy Liability Policy

This *Policy*, *Policy Schedule*, *Limits Schedule* and any *Endorsements* should be read as if they were one document.

This *Policy* is a contract between the *Insured* and the *Insurer*.

The *Insurer* will provide indemnity to the *Insured* under those *Sections* shown in the *Policy Schedule* as being covered during any *Period of Insurance* for which the *Insured* have paid the *Premium*.

This *Policy* shall not be in force unless it has been signed by the *Insurer*.

SIGNED FOR AND ON BEHALF OF AIG EUROPE LIMITED

The logo for AIG Europe Limited is a circular emblem. The outer ring contains the text "AIG Europe" at the top and "Limited" at the bottom. In the center of the circle is a square containing the letters "AIG". A handwritten signature in black ink is written across the bottom of the logo.

DATE: 17 April 2013

AIG Europe Limited

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Policy Schedule

These are your *Policy* details. You will need to quote your *Policy* Number when speaking to your broker, advisor or when contacting us.

Policy Number: 21605258

Insured: Northern Ireland Assembly and Northern Ireland Assembly Commission

Insured's Address: Parliament Buildings
Stormont
Belfast
BT4

Insured's Business: Parliamentary and Constituency activities related to and consequent upon Membership of the Northern Ireland Assembly but excluding activities directly relating to the promotion or membership of any Political Party and Property Owners

Period of Insurance: From 01 April 2013 to 31 March 2014
(Both Days Inclusive)

Sections for which the Insured is covered by this Policy: Section 1 – Employers' Liability
Section 2 – Public & Products Liability
Section 3 – Product Recall
Section 4 – Employment Related Accident Benefits
Section 5 – Crisis Containment
Section 6 – Clean-Up Costs

Premium:

Deposit Premium:	GBP 33,734.56
Minimum Premium:	GBP 33,734.56
IPT: (at 6.00%)	GBP 2,024.07
Total:	GBP 35,758.63

Premium is adjustable in accordance with General Condition & Provision 7



Limits Schedule

This sets out the amount for which the *Insurer* will cover the *Insured* under each *Section* of this *Policy* during the *Period of Insurance*.

Section 1: Employers' Liability:

Limits of Indemnity other than <i>Legal Costs</i> and <i>Legal Expenses</i>	(a) Not Covered for any one claim or number of claims arising out of one event from <i>Offshore Activity</i>
	(b) GBP 10,000,000 any one claim or number of claims arising out of one event other than arising from <i>Offshore Activity</i>
<i>Legal Costs</i>	are payable in addition to the <i>Limit of Indemnity</i> above; and are unlimited, save for
Legal Expenses (Extension 6)	<i>Legal Costs</i> and legal expenses payable under Extension 6 are limited to GBP 5,000,000 in the aggregate for any one <i>Period of Insurance</i>

Section 2: Public & Products Liability:

Limit of Indemnity	GBP 5,000,000 any one <i>Occurrence</i> or all <i>Occurrences</i> of a series consequent upon or attributable to one source or original cause but in respect of liability arising from <i>Products</i> in the aggregate any one <i>Period of Insurance</i>
<i>Legal Costs</i> and <i>Legal Expenses</i>	are payable in addition to the <i>Limit of Indemnity</i> and are unlimited, but (a) in respect of <i>Legal Costs</i> and legal expenses arising in respect of the Corporate Manslaughter and Corporate Homicide Act 2007 only such <i>Legal Costs</i> and legal expenses will be limited to GBP 5,000,000 for any one <i>Period of Insurance</i> and (b) are inclusive in the <i>Limit of Indemnity</i> in respect of USA its territories and possessions and Canada
Deductibles	As per Endorsement Number 1

Section 3: Product Recall:

Limit of Indemnity	GBP 50,000 any one <i>Product Recall</i> and in the aggregate for any one <i>Period of Insurance</i>
Co-Insurance	This <i>Section</i> is subject to a <i>Co-Insurance</i> of 10% per <i>Product Recall</i> with a minimum of GBP 0

Section 4: Employment Related Accident Benefits:

Please refer to the **Schedule of Benefits** detailed within *Section 4*.

Section 5: Crisis Containment:

Limit of Indemnity	GBP 100,000 per <i>Crisis</i> and in the aggregate for any one <i>Period of Insurance</i>
Co-Insurance	This <i>Section</i> is subject to a <i>Co-Insurance</i> of 20% per <i>Crisis</i>

Section 6: Clean-Up Costs:

Limit of Indemnity	GBP 1,000,000 per incident and in the aggregate, including <i>Legal Costs</i> , for any one <i>Period of Insurance</i>
Deductible	This <i>Limit of Indemnity</i> is subject to a <i>Deductible</i> of either GBP 5,000 per incident or the <i>Deductible</i> applicable under <i>Section 2</i> (Public & Products Liability) whichever is the higher

General Definitions

The following words and expressions in italics in this *Policy* have the following meaning. There are additional definitions under *Section 4* applicable solely to that *Section*.

Adjustment Formula means the formula agreed by the *Insurer* and the *Insured* for adjusting the *Premium*.

Bodily Injury means death, disease, illness, physical and mental injury, mental anguish or nervous shock.

Business means the *Insured's* business as described in the *Policy Schedule* including:

- a) premises used by the *Insured* including their repair, maintenance and refurbishment;
- b) facilities provided for the benefit of *Employees* or their immediate family members;
- c) emergency services or security services in respect of the *Insured's* business;
- d) private work by an *Employee* for the *Insured's* directors, partners or senior *Employees*;
- e) participation in exhibitions or conferences in relation to the *Insured's* business;
- f) sponsorship of sporting, charity, literary and theatrical events and competitions;
- g) repair and maintenance of the *Insured's Motor Vehicles*; and
- h) former activities as declared to and agreed by the *Insurer*.

Clean-Up Costs means the reasonable and necessary expenses for the investigation, removal, remediation including, but not limited to, associated monitoring or disposal of soil surface-water, ground-water or other contamination in, on or under property that is neither owned by, or in the care, custody or control of, the *Insured* to the extent required by *Environmental Laws* or that have actually been incurred by any governmental or statutory body or agency or by third parties. *Clean-Up Costs* also include *Restoration Costs*.

Co-Insurance means the percentage of a claim under this *Policy* made by the *Insured* as detailed in the *Limits Schedule* which is not covered by the *Insurer*.

Crisis means any decisive, unstable or crucial time in the *Insured's* affairs or *Business* which results from an *Occurrence* which in the *Insured's* reasonable opinion, if left unmanaged, could give rise to a claim under this *Policy*; and

- a) directly causes disruption to the *Insured's* normal operations and requires the full time involvement of all of the *Insured's* directors and is likely to have a significant negative impact on the *Insured's* revenue or net worth; or
- b) has the potential to cause;
 - i) a decrease of greater than 10% in the value of the *Insured's* share holding within a 48 hour period; or
 - ii) a 20% negative impact on the *Insured's* revenue over a twelve month period; or
- c) results in materially negative media reporting which has the potential to directly cause disruption to the *Insured's* normal operations and requires the full time involvement of all of the *Insured's* directors and is likely to have a significant negative impact on the *Insured's* revenue or net worth.

Crisis Consultant means the independent consultant approved by the *Insurer* for use in connection with a *Crisis*.

Crisis Coverage Period means the period commencing when the *Crisis* is first reported to the *Insurer* and ending 30 days thereafter.

Deductible means the amount of a claim for which the *Insured* is not covered by the *Insurer* as detailed in the *Limits Schedule* and which reduces the *Limit of Indemnity*.

Employee means whilst working for the *Insured*

- a) any person under a contract of employment or apprenticeship with the *Insured*
- b) any of the following persons whilst working for the *Insured* in connection with the *Business*
 - i) labour masters, labour only sub-contractors and persons supplied by them;
 - ii) self-employed, voluntary or home workers;
 - iii) persons hired/borrowed by or to the *Insured* as an employee including drivers or operators of plant;
 - iv) persons undertaking work experience;
 - v) persons on secondment;
 - vi) persons working under the Community Service by Offenders (Scotland) Act 1978 or similar;
 - vii) prospective employees who are being assessed by the *Insured*;
 - viii) any person deemed to be an employee by a court of law in the United Kingdom; or
 - ix) former employees re-hired on an internal consultancy basis.

Endorsement means an attachment to this *Policy* agreed by the *Insurer* in writing that amends the terms of the *Policy*.

Environmental Laws mean any statute, statutory instrument, by-law, regulation, guidance or standard having the force of law or any notice, ruling, judgment, order or instruction of any governmental or statutory body or agency or court within the European Economic Area concerning health and safety or environmental matters that are applicable to *Pollution Conditions*.

General Exclusions means circumstances not covered under this *Policy* detailed at page [16] of this *Policy*.

Governmental Recall means

- a) an official order issued by government or authorised body requiring a *Product Recall*; or
- b) where all government or regulatory recall criteria have been satisfied and an order requiring *Product Recall* is imminent.

Insurer means AIG Europe Limited.

Insured means the party detailed in the *Policy Schedule*.

Legal Costs means all costs and expenses, excluding *Product Recall Costs*;

- a) incurred by the *Insured* with the *Insurer's* written consent; or
- b) recoverable by any claimant from the *Insured*

in relation to the investigation, adjustment, appraisal, defence and appeal or settlement of any claim arising under this *Policy* or any *Occurrence* which may be covered under the relevant *Section* whether or not such claim is groundless, false or fraudulent; and

- c) at the *Insured's* request and with the *Insurer's* prior approval, for representation of the *Insured* at proceedings or appeals arising out of an alleged breach of a statutory or common law duty in connection with any claim arising under this *Policy* or any *Occurrence* which may be covered under the relevant *Section*:
 - i) in any court; or
 - ii) at any coroner's inquest or fatal injury inquiry or similar hearing; or
 - iii) at any arbitration or conciliation hearings; or
 - iv) at any pre-trial conference

Legal Proceedings includes any litigation, arbitration, mediation, adjudication or any other process of formal dispute resolution and any appeal.

Limits of Indemnity means as detailed at the *Limits Schedule* the maximum amount payable by the *Insurer* to the *Insured* under a *Section* subject to the application of any *Deductible* or *Co-Insurance*.

Limits Schedule means the limits schedule detailed in page [5] of this *Policy*.

Minimum Premium means the minimum amount of premium required as detailed in the *Policy Schedule*.

Motor Vehicle means any mechanically propelled vehicle, trailer or agricultural implement which belongs to the *Insured* or for which the *Insured* is legally responsible but not including steam-driven vehicles.

Occurrence means an act, accident, event or all acts, accidents, events of a series consequent on or attributable to one source or original cause which during the *Period of Insurance* results in

- a) *Bodily Injury*, or
- b) *Personal Injury*, or
- c) *Property Damage*, or
- d) obstruction, interference with traffic, loss of amenities, nuisance, trespass or interference with any right of light, air, water or easement

which is neither expected nor intended by the *Insured*.

Offshore Activity means work in or on any offshore rig or platform including embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the vessel or aircraft on to land from such offshore rig or platform.

Period of Insurance means the period of insurance under this *Policy* as detailed in the *Policy Schedule* and any subsequent period agreed to in writing or any shorter period arising as a result of cancellation of this *Policy*.

Personal Injury means:-

- a) *Bodily Injury*
- b) humiliation, false arrest, invasion of the right of privacy, wrongful accusation of shoplifting, detention, false imprisonment, false or wrongful entry or eviction, interfering with the right of private occupancy, discrimination, malicious prosecution, injurious falsehood, libel, slander, defamation of character, deceit; and/or
- c) assault committed by an *Employee* for the sole purposes of preventing or eliminating danger to persons or tangible property.

Policy means this policy together with all *Endorsements* issued by the *Insurer* in writing from time to time.

Policy Schedule means the *Insured's* policy schedule detailed at page [4] of this *Policy*.

Policy Territory means anywhere in the world other than

- a) the United States of America, its territories and possessions where:
 - i) *Products* have been knowingly exported
 - ii) the *Insured* has domiciled operations or premises; or
 - iii) manual work is undertaken;
- b) the *Insured's* domiciled operations or premises in Canada;
- c) any country or territory where any government embargo or sanction prohibits the *Insured* from trading or prevents the *Insurer* from providing the *Insured* with insurance; and/or
- d) where *Legal Proceedings* are brought to enforce an award or judgment made in any of the above specified places

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

Pollution Conditions means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant, pollutant or contaminant, including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials in or on land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Premium means the premium detailed in the *Policy Schedule*.

Product(s) means

- a) the *Insured's* products sold, supplied, designed, leased or licensed to others, manufactured, repaired, serviced, installed, inspected, adjusted, erected, altered, tested, handled, cleaned or treated by, or on behalf of, the *Insured* in the ordinary course of *Business*; and
 - b) all associated containers, labels, instructions and packaging material
- after such products have ceased to be in the *Insured's* custody or control.

Product(s) does not mean food and drink supplied by, or on behalf of, the *Insured* primarily to the *Insured's Employees* as a staff benefit.

Product Recall means the withdrawal, recall or *Governmental Recall* of any *Product* from the stream of commerce because of:

- a) i) a known or suspected defect, deficiency or inadequacy of any *Product*; or
- ii) accidental or unintentional contamination, impairment or mislabelling of a *Product*, 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 result in *Bodily Injury* (in the event the *Product* is intended for human consumption, the *Bodily Injury* must manifest itself within 360 days of consumption) or *Property Damage*; or

- b) any actual, alleged, threatened, intentional, malicious or wrongful alteration of the *Product* by any person so as to render it unfit, dangerous for its intended use or create such an impression to the public provided that such *Product* was first introduced into the stream of commerce after the first day of the *Period of Insurance* and was no longer in the physical possession of the *Insured*, its agents or *Employees*.

Product Recall Cost(s) means reasonable and necessary

- a) costs incurred when executing a *Product Recall* by the *Insured* or by the *Insured's Product* distributors for which the *Insured* is legally liable including costs incurred to destroy affected *Products*; and/or
- b) costs incurred by the *Insured* to restore any recalled *Product* to merchantable quality or replace any recalled *Product* that has been destroyed, is unfit for sale or for its original use, with a product of similar value
- c) fees and costs for product safety, security or public relations consultants or advisors hired with the *Insurer's* prior written consent to assist the *Insured* in responding to a *Product Recall*.

In the event that the *Product* becomes a part of a product manufactured, distributed or handled by one of the *Insured's* customers, this Policy shall apply to *Product Recall Cost(s)* a) and b) above for such *Products* only if the *Insured* becomes legally obligated to reimburse the customer for such costs. The amount the *Insurer* will pay to the *Insured* for customer's costs as described above will not exceed the costs the *Insured* would have incurred in recalling the aforementioned customer's products.

Property Damage means physical damage to, loss of or destruction of tangible property including any loss arising directly therefrom.

Restoration Costs means reasonable and necessary costs incurred by the *Insured* with the *Insurer's* prior written consent to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of incurring *Clean-Up Costs*. However, such *Restoration Costs* shall not exceed the net present value of such property prior to incurring *Clean-Up Costs*. *Restoration Costs* do not include costs associated with improvements or betterments.

Section means a section of this *Policy* which details what the *Insured* is covered for. The *Insured* should check the *Policy Schedule* to see which *sections* apply.

Section 1 Statute Ordinance Regulation means:-

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007; and
- c) the Food Safety Act 1990

or any other law applicable to the *Insured* in respect of the health and safety of *Employees*.

Section 2 Statute Ordinance Regulation means:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- b) the Corporate Manslaughter and Corporate Homicide Act 2007
- c) the Food Safety Act 1990; and
- d) Part II of the Consumer Protection Act 1987.

or any other law applicable to the *Insured* in respect of the health and safety of any person other than an *Employee*.

Interpretation

Any "Headings" used in this *Policy* are for information purposes only and do not form part of the *Policy* document.

References to any statutory provision and/or statutory ordinance regulation in this *Policy* are to be construed as references to that statutory provision and/or statutory ordinance regulation (as applicable) as amended, supplemented, re-enacted or replaced from time to time and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision or local equivalents for operations outside of the United Kingdom.

General Conditions & Provisions

The following conditions and provisions are applicable to the *Insured* in respect of the whole *Policy*. There are additional General Conditions and Provisions in *Sections 1, 3 and 4* relating to those *Sections*.

1. Information Disclosed

Prior to the issuing of this *Policy* and during the *Period of Insurance* the *Insured* must make all reasonable efforts to ensure that the *Insurer* is made aware of all material information in relation to the risks covered under this *Policy*. Such material information should be provided by the *Insured* to the *Insurer* as soon as possible. Material information means such information that the *Insured* should have reasonably known would have influenced the *Insurer* in accepting the risk and formulating the terms of this *Policy*.

The *Insurer* will not exercise its right to deny liability and will not avoid this *Policy* where there has been non disclosure, misrepresentation or untrue statement made in any information provided to the *Insurer* provided that such non disclosure, misrepresentation or untrue statement was not known to the *Insured* or was innocent and free of any negligent or fraudulent conduct or intent to deceive.

2. Reasonable Precautions

The *Insured* must take all reasonable precautions to prevent injury, loss or damage and maintain all property in good repair and comply with all legal and regulatory obligations to minimise any loss or injury. A failure by the *Insured* to take all reasonable precautions will mean that the *Insurer* can refuse to pay all relevant claims.

3. Auditing and surveying

The *Insurer* shall be entitled to conduct a survey of the *Insured's* premises, operations and health and safety documentation and procedures at any time, and without prior notice where deemed necessary or advisable. In all other circumstances the *Insurer* will use all reasonable endeavours to give the *Insured* reasonable notice of any intended survey.

The *Insured* shall provide the *Insurer* with all reasonable co-operation and assistance as may be required, including but not limited to access to:-

- a) premises, plant and other places of *Business*
- b) *Employees*
- c) books, records and other documentation

A failure by the *Insured* to provide such co-operation and assistance will entitle the *Insurer* to refuse to pay relevant claims.

The *Insurer* shall notify the *Insured* as regards the findings of the survey. In the event of any adverse finding(s) which are reasonably capable of being remedied, the *Insured* shall use all reasonable endeavours to implement remedial action as required in the *Insurer's* risk improvements within the timeframe specified. It is understood and agreed that the *Insurer* shall continue to provide cover under the *Policy* whilst such remedial actions are being implemented.

In the event that:-

- i) the *Insured* fails to implement the required remedial action within the specified timeframe, or
- ii) the remedial action is incapable of being implemented.

The *Insurer* shall have the right to cancel this *Policy* in accordance with General Condition and Provision 8

The *Insurer* may examine and audit the *Insured's* books and records at any time during any *Period of Insurance* and for three years after the termination of this *Policy* but only in so far as they relate to the subject matter of this *Policy*. A failure by the *Insured* to allow the *Insurer* to examine and audit the *Insured's* books and records will mean that the *Insurer* may refuse to pay relevant claims.

4. **Limits of Indemnity**

The *Limits of Indemnity* under this *Policy* are detailed at the *Limits Schedule* or otherwise in a *Section*.

If there is more than one *Insured* covered by this *Policy* or in a *Section*, the applicable *Limits of Indemnity* will apply to all of the *Insureds*. A claim by one of the *Insureds* will reduce the applicable *Limits of Indemnity* for all of the *Insureds*. It is the *Insureds* responsibility to ensure that any party participating as an *Insured* under this *Policy* agrees to observe, fulfil and comply with the terms and conditions of this *Policy* as far as is practicable to do so.

A claim by a party other than the *Insured* shall prohibit the same claim being made by the *Insured* or vice versa. The total amount of indemnity under this *Policy* shall not exceed the *Limits of Indemnity* specified in the *Limits Schedule*. All claims will reduce the *Limits of Indemnity* regardless of who brings them.

5. **Alteration of Risk**

This *Policy* will apply automatically to all of the *Insured's* activities established, created, acquired or disposed of (including premises) during the *Period of Insurance* but the *Insured* will notify the *Insurer* within thirty (30) days of those alterations that represent a material change to the nature of the *Business*.

Where the alteration represents a change to the *Business* or any material information already provided, the *Insurer* reserves the right to accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms to provide coverage for any such change.

6. **Cross Liabilities**

Where the *Insured* comprises of more than one party, the *Insurer* will indemnify each party as though a separate policy had been issued to each of them provided that the total amount of indemnity under this *Policy* shall not exceed the *Limits of Indemnity* specified in the *Limits Schedule*. This Condition 6 (Cross Liabilities) does not apply to *Section 3 – Product Recall*.

7. **Premium Adjustment**

If an adjustment of *Premium* is specified in the *Policy Schedule*, the *Premium* will be calculated by the *Insurer* from information provided by the *Insured* prior to the commencement of this *Policy*. Within 3 months from the end of the *Period of Insurance* the *Insured* will provide the *Insurer* with such actual, accurate and complete information the *Insurer* may reasonably require. The *Insurer* will then recalculate the *Premium* in accordance with the *Adjustment Formula*. On the basis of the *Adjustment Formula* and on sending notice to the *Insured*: (1) *Premium* may be returned to the *Insured* (save that the *Insurer* will always be entitled to the *Minimum Premium*); or (2) additional *Premium* may become due and payable to the *Insurer* on the date notice is sent to the *Insured*.

8. **Cancellation**

The *Insured* may cancel this *Policy* by giving 60 days notice in writing to the *Insurer*. On cancellation the *Insurer* will refund to the *Insured* the *Premium* for any *Period of Insurance* remaining provided no claims or incidents have been reported. The *Insurer* will remain liable for all claims arising from an *Occurrence* having taken place prior to cancellation.

The *Insurer* may cancel this *Policy* by giving 60 days notice to the *Insured* or the *Insured's* broker or insurance advisor. The *Insurer* will refund to the *Insured* the *Premium* for any *Period of Insurance* remaining.

On cancellation, the *Insured* shall be entitled to retain the relevant certificate of Employers' Liability insurance for the sole purpose of satisfying the requirements imposed by the Employers' Liability (Compulsory Insurance) Acts and Regulations.

9. **Other Insurances**

If at the time the *Insured* makes a claim and is insured for the same claim by any other insurance the *Insurer* can refuse to pay the *Insured's* claim under this *Policy* except for any excess beyond the amount payable by the other insurer.

10. Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by *Section 1* of this *Policy* is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands relating to the compulsory insurance of liability to employees.

11. Governing Law

Any dispute concerning the interpretation of any part of this *Policy* is subject to English or Welsh law (or Scottish law where applicable). Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales (or Scotland where applicable) and to comply with all requirements necessary to give such court jurisdiction.

Claims Conditions & Procedures

The following conditions and procedures are applicable to the *Insured* in respect of the whole *Policy*, except as noted. If the *Insured* does not take the measures required in accordance with these Claims Conditions and Procedures the *Insurer* can refuse to pay the relevant claim under this *Policy*.

1. Potential Claims

As soon as the *Insured* becomes aware of a potential claim, the *Insured* must immediately use all reasonable endeavours to try to limit the amount of any loss for which the *Insured* can claim under this *Policy*.

2. Notification of Claims

In the event of any incident or circumstance which may result in a claim under this *Policy* the *Insured* shall:

- a) as soon as possible report details of any claim to the *Insurer* in writing
- b) immediately notify the *Insurer* of any impending prosecution, inquest, fatal injury or civil proceedings
- c) forward to the *Insurer* all claim notifications received by the *Insured* including all other documents received or served; and
- d) provide all information, evidence, documentation, periodic updates and assistance as the *Insurer* may require.

Full details of contact numbers for the reporting of ALL claims are given on Page [2].

Particulars of Costs- Section 3 Product Recall

The *Insured* will submit to the *Insurer* within 10 days of the *Product Recall* an initial written statement of *Product Recall Costs* stating the full particulars of the costs incurred and the *Insured's* initial calculations and/or projections of the elements and composition of the costs.

Whether or not any partial payments have been made, a final statement of costs stating the full particulars of the costs incurred and the *Insured's* final calculations together with full supporting documentation must be submitted to the *Insurer* in writing no later than 12 months after the commencement of the *Product Recall*.

Notification of Claims – Section 5 Crisis Containment

The *Insured* will give immediate notice to the *Insurer* of any *Crisis* by telephoning the Crisis Centre Hotline at the telephone numbers listed under the Notification of Claims section of this *Policy*.

Any *Crisis* that meets the following conditions must be reported to the *Insurer* as follows:

- a) if it results in regional or national media coverage in print or by radio or television and relates to the *Crisis* must be reported to the *Insurer* within 24 hours of the media coverage.
- b) if it results in the filing of a claim or litigation against the *Insured* and relates to the *Crisis* must be reported to the *Insurer* within 48 hours of the claim or litigation filing.

If requested by the *Insurer*, the verbal reporting of any *Crisis* must be followed by written detailed notification to The Complex Casualty Claims Manager, AIG Europe Limited, 2-8 Altyre Road, Croydon, Surrey CR9 2LG.

The reporting of a *Crisis* does not guarantee that it will be considered a *Crisis* by the *Insurer*

Notification of Claims – Section 6 Clean-Up Costs

The *Insured* shall give written notice of any notification or correspondence in respect of liability for *Clean-Up Costs* as soon as reasonably practicable but in any event within thirty (30) days of the expiry of the *Period of Insurance*. Notice shall include information sufficient to identify the *Insured*, the location and nature of the *Pollution Conditions*. The *Insured* shall provide to the *Insurer* as evidence of expenses incurred:

- a) copies of documentation, correspondence, notices or orders received by the *Insured* relating to *Clean-Up Costs* including but not limited to:
 - i) any responses to any consultation carried out by the relevant governmental or statutory body or agency

- ii) correspondence confirming the identity of the person responsible for the *Pollution Conditions*
 - iii) all necessary reports, investigations and surveys describing the *Pollution Conditions* and/or *Clean-Up Costs*; and
- b) copies of all invoices for services performed by legal and/or technical experts on behalf of the *Insured* to undertake the *Clean-Up Costs*.

3. Control of Claims

The *Insured* will not negotiate, admit liability or make any promise to pay or settle a claim made against the *Insured* without the *Insurer's* written consent.

4. Payment of Claims

- a) The *Insurer* will pay the *Insured*, or another party on behalf of the *Insured*, for a valid claim (subject to the relevant *Limit of Indemnity*) as soon as practicable, less any *Deductible* or *Co-Insurance*. Where the *Insurer* pays all or part of any *Deductible* or *Co-Insurance* to ensure payment of a claim to a third party, the *Insured* will promptly reimburse the *Insurer* such amount.
- b) On payment to the *Insured* of the appropriate *Limit of Indemnity* (net of any applicable *Deductible* or *Co-Insurance* and after deducting any sum or sums already paid) or any lesser amount for which such claim or claims can be settled, the *Insurer* may then, subject to Condition 5 (Recovery on Payment), relinquish the conduct and control to the *Insured* and be under no further liability in connection with such claim or claims except for any *Legal Costs* incurred prior to the date of such payment save that where any amount is recovered by the *Insured* such money will be paid to the *Insurer*.
- c) Where an amount payable by the *Insured* in respect of any loss or liability is subject to a value added tax (VAT), the loss or liability shall include the amount of that value added tax insofar as it is irrecoverable by the *Insured*. The *Insured* will provide a letter to the *Insurer* at the time that a claim is submitted, which confirms the percentage of the VAT paid on legal expenses and the *Insurer* will reimburse the *Insured* such amount.

5. Recovery on Payment

On payment of a claim by the *Insurer*, the *Insurer* may in the *Insured's* name, at the *Insurer's* cost recover against any third party who is responsible for the *Insured's* claim amounts the *Insurer* becomes liable to pay under this *Policy*. The *Insured* shall assist the *Insurer* as the *Insurer* may request and shall do nothing to prevent this right other than where the *Insured* has entered into a contract in the normal course of *Business* which required such rights to have been waived.

General Exclusions

The *Insurer* does not cover the *Insured* under *Sections 2, 3, 4, 5 and 6* of this *Policy* for the following:-

1. Asbestos

In respect of any loss, demand, defence, claim or suit arising out of or related in any way whether directly or indirectly to asbestos or materials containing asbestos howsoever occurring including any *Legal Costs*.

2. War

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

3. Nuclear and Radioactive Contamination

a) From any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or

b) from the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof

other than arising from radio-isotopes, radium or radium compounds when used away from the place where such are made or produced and when used exclusively or incidental to ordinary industrial, educational or medical research.

4. Fines and Penalties

From any liquidated damages, civil or criminal fines or penalties.

General Exclusion 4 also applies to *Section 1* (Employers' Liability).

Section 1 – Employers’ Liability

Please read the *Policy Schedule* to see if the *Insured* is covered by this *Section*.

This *Section* details what employers’ liabilities are covered by the *Insurer* subject to the terms and conditions of this *Policy* and any additional provisions applicable to this *Section*. For the avoidance of doubt, this *Section* is not intended to replace the *Insured’s* obligation to obtain insurance in respect of their liability to *Employees* in other territories.

The Cover

1. Insuring Agreement

The *Insurer* will indemnify the *Insured* for all sums which the *Insured* becomes legally liable to pay as damages or compensation, and *Legal Costs* in respect of *Bodily Injury* to an *Employee* caused during the *Period of Insurance* and arising out of and in the course of their employment or engagement by the *Insured* in the *Business* whilst:

- a) anywhere in the world provided that the *Employee’s* employment or engagement is entered into in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; or
- b) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment.

2. Limit of Indemnity

The amount stated in the *Limits Schedule* for this *Section* is the maximum amount payable by the *Insurer* including interest in respect of any one claim or number of claims arising out of one event.

The indemnity provided by any Extension to this *Section* or any other amendment to this *Policy* shall not operate other than where provided so as to increase the maximum amount payable under this *Section*.

3. Legal Costs and Legal Expenses

Legal Costs and legal expenses as provided under this *Section* are payable in addition to the *Limit of Indemnity* up to the amount stated in the *Limits Schedule* for this *Section*.

Employers’ Liability Additional Provisions

In addition to the General Conditions & Provisions the following shall apply to this *Section*:-

Right of Recovery

If the *Insurer* is obliged to indemnify the *Insured* under this *Section* as a legal requirement of any compulsory liability insurance in circumstances where the *Insurer* would otherwise have been entitled to deny such indemnity, the *Insured* hereby agrees to reimburse the *Insurer* for any such payment made.

Employers’ Liability Extensions

The indemnity provided by this *Section* of the *Policy* includes the following extensions provided that where a party other than the *Insured* is indemnified, such party shall act as though they were the *Insured* and observe, fulfil and be subject to the terms of this *Policy* in so far as they can apply:-

1. Indemnity to others

The *Insurer* will indemnify:

- a) the *Insured’s* executor, administrator or personal representative but only in respect of liability incurred by the *Insured*
- b) any principal whilst engaged in the course of the *Insured’s Business* but only to the extent required by the contract and if the *Insured* so requests, indemnify as if they were the *Insured*:
- c) any partner or director of the *Insured* or any former partner or director
- d) any *Employee* or any former *Employee*
- e) any officer, committee member, *Employee*, paid or voluntary helper, member or family of a member of the *Insured’s* social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services in their respective capacity as such

- f) any director, partner or executive of the *Insured* in respect of liability for private work undertaken by an *Employee* for such director, partner or executive with the consent of the *Insured*
 - g) any officers or trustees of the *Insured's* pension scheme(s)
- but in respect of c) to g) above the *Insurer* will not provide an indemnity
- i) if such party is entitled to indemnity under any other policy or in any other way
 - ii) unless the *Insurer* shall have the sole conduct and control of all claims.

2. Unsatisfied Court Judgments

Where damages have been awarded by a court in the European Union to an *Employee* for *Bodily Injury* arising from their employment with the *Insured* in the European Union, and where such damages remain all or partly unpaid six months after the date of the judgment, then at the *Insured's* request the *Insurer* will pay the *Employee* the amount of the outstanding damages and any awarded costs provided that there is no appeal outstanding and judgment is assigned to the *Insurer*.

3. Compensation for Court Attendance

The *Insurer* will pay to the *Insured* compensation in respect of the persons stated below when absent from work to attend any civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings at the *Insurer's* request at the following rates per day:

- a) directors, partners or executives of the *Insured* - GBP500
- b) *Employees* - GBP250.

Such amounts will be paid in addition to the *Limit of Indemnity* stated in the *Limits Schedule*.

4. Transfer of Undertakings (Protection of Employment) Regulations 2006

The *Insurer* will indemnify the *Insured* for damages or compensation for *Bodily Injury* to an *Employee* caused prior to the date the *Employee* commences employment with the *Insured* and for which the *Insured* is liable by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006. This Extension will only apply if the *Insured* is unable to obtain an indemnity under a previous policy of insurance and this *Policy* is still in force.

5. Data Protection Act 1998

The *Insurer* will indemnify the *Insured* for their liability to pay:

- a) to an *Employee* compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 including, with prior approval from the *Insurer*, the *Insured's* *Legal Costs* and expenses; and/or
- b) with prior approval from the *Insurer*, the *Insured's* *Legal Costs* for a prosecution arising from a claim by an *Employee* brought under Section 21 of the Data Protection Act 1998

provided that the *Insured* is registered or has given notification in accordance with the terms of the Data Protection Act 1998, unless with prior approval from the *Insurer*, the *Insured* is exempt from doing so, and the claim is first made against the *Insured* during the *Period of Insurance*.

However the *Insurer* will not pay:

- i) a claim arising from a deliberate or intentional act or omission by a party entitled to claim (including any *Employee*, servant or agent of a party entitled to claim) under this *Policy* who knew they would be breaching the Data Protection Act 1998
- ii) claims which arise out of circumstances notified to previous insurers or known to the *Insured* at inception of this *Policy*; or
- iii) liability for which indemnity is provided under any other more specific insurance or to the extent that cover is provided elsewhere in this *Policy*.

This extension and exclusions will also apply to compensation and *Legal Costs* and expenses recoverable under similar clauses in the Data Protection Act 1984.

6. Legal Expenses

Where the *Insurer* has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the *Insurer* may indemnify the *Insured* in respect of *Legal Costs* and expenses up to the *Limit of Indemnity* specified for *Legal Costs* and legal expenses under this Extension 6 as stated in the *Limits Schedule*:

- a) incurred with the prior consent of the *Insurer*; and/or
- b) awarded against the *Insured*

in the defence of any criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to a breach or alleged breach of any *Section 1 Statute Ordinance Regulation* directive or other legal requirement imposed upon the *Insured* in respect of the health and safety of any *Employee* arising in the course of the *Business* and occurring during the *Period of Insurance*. The *Limit of Indemnity* specified for *Legal Costs* and legal expenses under this Extension 6 as stated in the *Limits Schedule* is in addition to the *Limit of Indemnity* specified for, and applicable to, *Section 1*.

7. Contractual Liability

Where any contract or agreement entered into in the normal course of the *Insured's Business* by the *Insured* with any other party so requires, the *Insurer* will indemnify the *Insured* against liability assumed by the *Insured* under any contract or agreement, but only to the extent required by such contract or agreement.

8. Medical Treatment

The *Insurer* will indemnify the *Insured* and any medical practitioner employed by the *Insured* in respect of liability for damages or compensation and *Legal Costs* to an *Employee* resulting from medical treatment given in connection with any *Bodily Injury* caused to such *Employee* during the *Period of Insurance*.

Cover afforded by this Extension is in excess of any primary insurance held by the medical practitioner for the provision of his/her professional services.

Employers' Liability Exclusions

The *Insurer* does not provide an indemnity in respect of:

1. Road Traffic

Bodily Injury to an *Employee* whilst being carried in or upon a vehicle or entering or getting into or alighting from a vehicle in circumstances where insurance or security is required to be effected by the *Insured* to comply with any road traffic legislation within the European Union.

2. Offshore Activity

Offshore Activity where there is nil *Limit of Indemnity* for *Offshore Activity* in the *Limits Schedule*.

Section 2 – Public & Products Liability

Please read the *Policy Schedule* to see if the *Insured* is covered by this *Section*.

This *Section* details what Public and Products liabilities are covered by the *Insurer* subject to the terms and conditions of this *Policy* and any additional provisions applicable to this *Section*.

The Cover

1. Insuring Agreement

The *Insurer* will indemnify the *Insured* for all sums which the *Insured* becomes legally liable to pay as damages or compensation consequent upon:-

- a) *Personal Injury* to any person not being an *Employee*;
- b) *Property Damage*; and/or
- c) obstruction, interference with traffic, loss of amenities, nuisance, trespass or interference with any right of light, air, water or easement

happening during the *Period of Insurance* in the *Policy Territory* and arising from or in consequence of an *Occurrence* in connection with the *Business*.

2. Limit of Indemnity

The amount stated in the *Limits Schedule* for this *Section* is the maximum amount payable for damages or compensation including interest thereon in respect of any one *Occurrence* (irrespective of the number of claims resulting from the *Occurrence*) and shall be unlimited in amount during any one *Period of Insurance* except that in respect of claims arising from *Products* the amount stated in the *Limits Schedule* for this *Section* shall be the maximum amount payable for such damages or compensation in the aggregate during any one *Period of Insurance*. Unless stated to the contrary any Extensions to this *Section* having separate *Limits of Indemnity* shall not increase the *Limit of Indemnity* stated in the *Limits Schedule*.

3. Legal Costs

Legal Costs are payable in addition to the *Limit of Indemnity* except where *Legal Proceedings* are brought in a court of law in the United States of America, its territories and possessions, Canada or in a court of law outside such countries to enforce a judgment made therein, whether by way of reciprocal agreement or otherwise, when the *Limit of Indemnity* shall be inclusive of all *Legal Costs*.

Public and Products Liability Extensions

The indemnity provided by this *Section* of the *Policy* includes the following extensions provided that where a party other than the *Insured* is indemnified such party shall act as though they were the *Insured* and observe, fulfil and be subject to the terms of this *Policy* in so far as they can apply:

1. Indemnity to others

The *Insurer* will indemnify:

- a) the *Insured's* executor, administrator or personal representative but only in respect of liability incurred by the *Insured*
- b) any principal whilst engaged in the course of the *Insured's Business* but only to the extent required by the contract and if the *Insured* so requests, indemnify as if they were the *Insured*:
- c) any partner or director of the *Insured* or any former partner or director
- d) any *Employee* or any former *Employee*
- e) any officer, committee member, *Employee*, paid or voluntary helper, member or family of a member of the *Insured's* social, sports, welfare or theatrical organisations or clubs, first aid, fire or ambulance services or security services in their respective capacity as such
- f) any director, partner or executive of the *Insured* in respect of liability for private work undertaken by an *Employee* for such director, partner or executive with the consent of the *Insured*

- g) any officers or trustees of the *Insured's* pension scheme(s)
but in respect of c) to g) above the *Insurer* will not provide an indemnity
- i) if such party is entitled to indemnity under any other policy or in any other way
 - ii) unless the *Insurer* shall have the sole conduct and control of all claims.

2. Compensation for Court Attendance

The *Insurer* will pay to the *Insured* compensation in respect of the persons stated below when absent from work to attend any civil, criminal, tribunal, conciliation, arbitration, fatal inquiry or pre-trial conference proceedings at the *Insurer's* request at the following rates per day:

- a) directors, partners or executives of the *Insured* - GBP500
- b) *Employees* - GBP250

Such amounts will be paid in addition to the *Limit of Indemnity* stated in the *Limits Schedule*.

3. Legal Expenses

Where the *Insurer* has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the *Insurer* may indemnify the *Insured* in respect of *Legal Costs* and legal expenses up to the *Limit of Indemnity* as stated in the *Limits Schedule*:

- a) incurred with the *Insurer's* prior consent in the defence of; and/or
- b) awarded against the *Insured*

in any civil or criminal tribunal, conciliation, arbitration, proceedings or appeals arising out of a breach or alleged breach occurring during the *Period of Insurance* of any *Section 2 Statute Ordinance Regulation* imposed on the *Insured* in respect of:

- i) the health and safety of any person other than an *Employee*
- ii) work undertaken or the supply of goods and services; or
- iii) the ownership or occupation of property.

For the avoidance of doubt, legal expenses as referred to in this Extension are payable in addition to the *Limit of Indemnity* subject to the limitation stated in the *Limits Schedule*.

4. Defective Premises Act

The *Insurer* will indemnify the *Insured* against legal liability incurred by the *Insured* under Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, but not for the costs of remedying any defects or alleged defects.

5. Contingent Motor

Notwithstanding Exclusion 1 of this *Section*, the *Insurer* will indemnify the *Insured* in respect of *Personal Injury* or *Property Damage* arising out of the use of any *Motor Vehicle*:

- a) not owned or leased by the *Insured* but being used in connection with the *Business*;
- b) owned or leased by the *Insured* and being used in unauthorised circumstances; and/or
- c) by or on behalf of any person to whom the *Motor Vehicle* is lent leased or hired in connection with the *Business* where such person has failed to arrange insurance cover other than:
 - i) *Property Damage* to the *Motor Vehicle* owned or leased by the *Insured*; and/or
 - ii) whilst the *Motor Vehicle* is being used outside the *Policy Territory*.

For the avoidance of doubt, General Condition and Provision 9 is applicable to this Extension 5 and in addition in respect of claims arising in the United States of America, its territories and possessions or Canada, the indemnity provided by this Extension will only apply excess of USD2,000,000 or the limit of the other insurance(s) whichever is the higher.

6. Overseas Personal Liability

The *Insurer* will indemnify the *Insured* and if the *Insured* so requires any director, partner or *Employee* of the *Insured* or spouse or partner of any such person accompanying them against legal liability in respect of *Personal Injury* or *Property Damage* incurred in a personal capacity by such individuals during temporary visits outside their normal country of residence in connection with the *Business* provided always that cover will not apply to liability:

- a) arising out of the ownership or occupation of land or buildings; or
- b) where indemnity is provided by any other insurance.

7. Unauthorised Movement of Vehicles

The *Insurer* will indemnify the *Insured* in respect of movement by *Employees* of any vehicle(s) not being the property of the *Insured* where such movement is necessary to prevent the interference of the performance of the *Business* other than where the *Insured* is responsible for the insurance or equivalent security of the vehicle(s).

8. Legionella

Notwithstanding Exclusion 6 (*Pollution*) of this *Section 2 – Public & Products Liability*, the *Insurer* will indemnify the *Insured* for all sums which the *Insured* shall become legally liable to pay for damages or compensation in respect of *Bodily Injury* caused by the discharge, dispersal, release or escape of Legionella bacteria from any premises owned by the *Insured* together with *Legal Costs* and expenses incurred with the written consent of the *Insurer* other than:

- a) when liability is assumed under contract unless such liability would have attached in the absence of such contract; or
- b) where the *Insured* has failed to take reasonable precautions to comply with relevant Health and Safety Regulations.

Bodily Injury prior to the Inception Date of this Policy

It is further agreed that the coverage afforded by this Extension will apply to any such *Bodily Injury* that occurred prior to the inception date of this *Policy* provided that such *Bodily Injury* occurred:-

- a) no earlier than 01 December 2006 and
- b) during the Period of Insurance of any Public Liability Policy or Policies, issued by a AIG Company in the UK and that the Periods of Insurance provided by such Policies are for an uninterrupted and continuous period which ends immediately prior to the inception date of this *Policy*.

Limit of Indemnity in respect of Bodily Injury prior to the Inception Date of this Policy

In respect of *Bodily Injury* which occurred prior to the inception date of this *Policy*, the *Limit of Indemnity* shall be the *Limit of Indemnity* which applied under the specific AIG Public/Products Liability Policy in force at the time of such *Bodily Injury*.

9. Member to Member Liability

The *Insurer* will indemnify any member of the *Insured's* social, sports or welfare organisations for all sums which the member becomes legally liable to pay as damages or compensation consequent upon *Personal Injury* to any other member or *Property Damage* whilst undertaking such social, sports or welfare activities provided that:

- a) the member is not already insured under another policy; and
- b) the member has complied with the terms of this *Policy* in so far as they can apply.

10. Advertising Liability

The *Insurer* will indemnify the *Insured* in respect of unintended and unexpected:

- a) libel, slander, plagiarism or defamation;
- b) infringement of copyright, title, slogan or other intellectual property rights;
- c) piracy, unfair competition or idea misappropriation under an implied contract; and/or
- d) any invasion of the rights of privacy

committed or alleged to have been committed in any publication, advertisement, publicity, article, internet web site activity, broadcast or telecast arising from the *Insured's* advertising activities of the *Insured's Products*, goods or services, but the *Insurer* will not be liable for:

- i) the failure of performance of a contract other than unauthorised appropriation of ideas based upon breach or alleged breach of the contract;
- ii) infringement of trademark, service mark or trade name other than titles or slogans used in connection with goods, *Products* or services sold offered for sale or advertised by the *Insured*;
- iii) incorrect description or mistake in the advertised price of goods, *Products* or services sold or offered for sale by the *Insured*;
- iv) the failure of goods, *Products* or services to conform with advertised quality performance or standards; and/or
- v) actions brought in the United States of America or their judgments, wherever enforced.

11. Vendors Liability

At the request of the *Insured* the *Insurer* will indemnify the entity to whom the *Insured's Products* are first supplied/distributed to and no other entity (the "Vendor") but only with respect to legal liability for *Personal Injury* or *Property Damage* arising out of the sale or distribution of the *Insured's Products* but this Extension shall not apply to liability arising from or to:

- a) any express warranty unauthorised by the *Insured*;
- b) any physical or chemical change in the form of the *Product* made intentionally by the Vendor;
- c) repacking unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the *Insured* and then repacked in the original container;
- d) demonstration, installation, servicing or repair operations except demonstration performed at the Vendor's premises in connection with the sale of the *Product*;
- e) *Products* which after distribution or sale by the *Insured* have been labelled or re-labelled or used as a container part or ingredient of any other thing or substance by or for the Vendor; or
- f) any person or organisation from whom the *Insured* has acquired such *Products* or ingredient, parts or containers accompanying or containing such *Products*.

If the Vendor has not complied with the terms of this *Policy* as if the Vendor were the *Insured*, then the *Insurer* can refuse to pay the relevant claim.

12. Data Protection Act

The *Insurer* will indemnify the *Insured* and if the *Insured* so requires any *Employee* for their liability to pay:

- a) to any person other than an *Employee* compensation in respect of damage or distress arising under Section 13 of the Data Protection Act 1998 including with prior approval from the *Insurer* the *Insured's Legal Costs* and expenses; and/or

- b) with prior approval from the *Insurer*, the *Insured's Legal Costs* for a prosecution arising from a claim by any person other than an *Employee* brought under Section 21 of the Data Protection Act 1998

provided that the *Insured* is registered or has given notification in accordance with the terms of the Data Protection Act 1998, unless with prior approval from the *Insurer* the *Insured* is exempt from doing so, and the claim is first made against the *Insured* during the *Period of Insurance*.

However the *Insurer* will not pay:

- i) a claim arising from a deliberate or intentional act or omission by a party entitled to claim (including any *Employee*, servant or agent of a party entitled to claim) under this *Policy* who knew they would be breaching the Data Protection Act 1998
- ii) claims which arise out of circumstances notified to previous insurers or known to the *Insured* at inception of this *Policy*; or
- iii) liability for which indemnity is provided under any other more specific insurance or to the extent that cover is provided elsewhere in this *Policy*.

The cover and exclusions will also apply to compensation and *Legal Costs* and expenses recoverable under similar clauses in the Data Protection Act 1984.

Public & Products Liability Exclusions

In addition to the *General Exclusions* this *Section* also excludes liability arising from:

1. Motor Liability

the ownership, possession or use under the control of the *Insured* of any *Motor Vehicle* whilst being used in such manner as to render the *Insured* responsible for insurance under the provisions of any legislation governing the use of *Motor Vehicles* but this Exclusion shall not apply to liability:

- a) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any *Motor Vehicle*;
- b) caused by any self propelled, mechanical plant and/or any machinery or apparatus attached thereto whilst working as a tool of trade;
- c) arising out of any *Motor Vehicle* temporarily in the custody of the *Insured* for the purposes of parking; or
- d) for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any *Motor Vehicle* or of the load carried thereon

where such liability does not require compulsory insurance by legislation governing the use of any *Motor Vehicle*.

2. Aircraft/Watercraft

the ownership or possession or use by the *Insured* of any:

- a) aircraft or aerial device for travel through air or space;
- b) water-going vessel or craft other than those
 - i) used for *Business* entertainment within inland or territorial waters, unless the *Insured* is responsible for insurance; and/or
 - ii) not exceeding twenty metres in length for use in inland or territorial waters;
- c) hovercraft or hydrofoil.

3. Custody or Control

Property Damage to tangible property belonging to the *Insured* or in the *Insured's* custody or control other than:

- a) *Employees'* and/or guests' and/or visitors' property (including vehicles and contents);
- b) premises and their contents not owned or rented by the *Insured* but which are temporarily occupied by the *Insured* in connection with the *Insured's Business*;
- c) waste skips, containers and the like being loaded and unloaded in connection with the *Insured's Business*; and/or

- d) premises (including contents, fixtures and fittings) leased or hired or rented to the *Insured* in the course of the *Business* but excluding
 - (i) liability assumed by the *Insured* under a contract or agreement that would not have attached in the absence of such contract or agreement;
 - (ii) liability for which indemnity to the *Insured* is provided under any other insurance or in any other way; or
 - (iii) the *Deductible* applicable to this *Section* in respect of each claim other than as a result of fire or explosion.

4. Working on Property

Property Damage to that part of any property upon which the *Insured* is or has been working where such *Property Damage* is the direct result of such work.

5. Professional Advice and Design for a Fee

Professional advice, design, service or specification provided for a fee and not connected with the supply or intended supply of the *Insured's Products* other than:

- a) claims for *Personal Injury* or *Property Damage*; and
- b) the failure by an *Employee* employed to provide medical advice, first aid or other medical assistance at the *Insured's* premises.

6. Pollution

- a) *Pollution* and contamination; and/or
- b) the cost of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying or neutralising any discharge, dispersal, release or escape of *Pollution* or its effects whether or not performed by the *Insured* or others

but it is agreed that in respect of *Occurrence(s)* other than those happening in the United States of America, its territories and possessions or Canada, or for legionella which remain excluded, this exclusion will not apply to damages if such discharge, dispersal, release or escape is sudden, unintended and unexpected and arises in its entirety at a specific time and place from one *Occurrence* which would otherwise give rise to liability under this *Section*.

7. Libel and Slander

Libel, slander or defamation of character made prior to the effective date of this insurance.

8. Damage to Products, Recall and Repair

- a) *Property Damage* to any of the *Insured's Products* if such *Property Damage* is attributable to any known or suspect defect or deficiency therein
- b) costs of recalling, replacing, repairing or removing the *Insured's Product(s)* as a result of any known or suspected defect or deficiency; and
- c) the cost of rectifying defective work.

9. Aircraft Products

Products knowingly supplied for use or installation in or on any aircraft or aerial device which could affect the navigation or flying capabilities or safety of such aircraft or aerial device.

10. Contractual Liability

Liability assumed under any contract or agreement in respect of

- a) *Personal Injury* or *Property Damage* arising from or caused by *Products*
 - b) *Property Damage* to contract or temporary works executed by the *Insured*
- unless such liability would have attached in the absence of such contract or agreement.

Section 3 – Product Recall

Please read the *Policy Schedule* to see if the *Insured* is covered by this *Section*.

This *Section* details what *Product Recall Costs* are covered by the *Insurer* subject to the terms and conditions of this *Policy* and any additional provisions applicable to this *Section*.

The Cover

1. Insuring Agreement

The *Insurer* will reimburse the *Insured* for *Product Recall Costs* incurred as a direct result of a *Product Recall* during the *Period of Insurance*. Any *Product Recall* reported up to thirty days after the expiry of the *Period of Insurance* will also be considered reported during the *Period of Insurance* but this will not serve to increase the *Limit of Indemnity* stated in the *Limits Schedule*.

The liability of the *Insurer* is limited to *Product Recall Costs* incurred within the twelve month period immediately after the commencement of the *Product Recall*.

2. Limit of Indemnity

The amount stated in the *Limits Schedule* for this *Section* is the maximum amount payable by the *Insurer* in respect of any one *Product Recall* and is also the maximum amount payable by the *Insurer* in the aggregate for all *Product Recall(s)* during any one *Period of Insurance* subject to the *Co-Insurance* as stated in the *Limits Schedule* applicable to this *Section*.

Product Recall Additional Provisions

In addition to the General Conditions & Provisions the following shall apply to this *Section*. If the *Insured* does not take the measures required in accordance with these Product Recall Additional Provisions the *Insurer* can refuse to pay the relevant claims under this *Section* of the *Policy*.

1. Salvage and Examination

The *Insured* shall as often as may be reasonably required:

- a) exhibit to any person designated by the *Insurer* all affected *Products* whether salvageable or otherwise;
- b) submit to examinations under oath by any person named by the *Insurer*; and
- c) produce for examination all books of account, vouchers, bills, invoices, schedules, accounting information and any documentation relating to the calculation of the claim submitted or certified copies of the same at such reasonable time and place as may be designated by the *Insurer* and shall permit extracts and copies thereof to be made.

Any salvage or other recovery, after expenses incurred in salvage or recoveries are deducted, will accrue entirely to the benefit of the *Insurer* until the sum paid by the *Insurer* has been recovered. In case of damage to property bearing a brand name or trademark or which in any way carries or implies the guarantee or the responsibility of the *Insured*, the salvage value of such damaged property will be determined after removal of all such brand names or trademarks or other identifying characteristics the costs of which will be borne by the *Insured*. The *Insured's* goodwill and public image will be considered in determining whether any *Product* should be involved in salvage recovery. The *Insurer's* right to salvage will not be unreasonably restricted by the *Insured*. The *Insured* will have full right to the possession of all goods involved in any *Product Recall* and will retain control of all damaged goods. There shall be no abandonment of any property to the *Insurer*.

Product Recall Exclusions

In addition to the *General Exclusions* the *Insurer* will not reimburse the *Insured* under this *Section* for *Product Recall Costs* arising from:

1. Product Deterioration

The natural deterioration, decomposition or transformation of the chemical structure of any *Product* including any combination or interaction among ingredients, components or packaging other than as a direct result of an act, error or omission in the manufacturing of the *Product*.

2. Product Procedure Failure

A failure by anyone to adhere to procedures prescribed by the *Insured* regarding the storage, consumption or use of the *Product*.



3. Governmental Regulation

Any:

- a) intentional violation by the *Insured* of any governmental or regulatory requirements in connection with the:
 - i) testing, manufacturing, storage, distribution or sale of any *Product*;
 - ii) 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
 - iii) maintenance of adequate documentation of the manufacturing process in compliance with any governmental or regulatory standards;
- b) changes in governmental regulations or public perceptions with respect to the safety of any *Product*; or
- c) *Product* which has 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.

4. Design Costs

Costs associated with the expense to design, redesign, engineer, re-engineer, recalibrate or retool any *Product*.

5. Efficacy

A *Product Recall* that is initiated due to the failure of the *Product* to accomplish its intended purpose including any breach of warranty of fitness whether written or implied.

6. Shelf life

A *Product Recall* that is initiated due to the expiration of the designated life of the *Product*.

7. Land Lawn Crops and Livestock

Any loss involving land, water or growing crops or lawns, crop failure or loss of livestock.

8. Accidental Contamination

Any loss arising out of:

- a) bioengineering, genetic engineering or genetic modification of any *Product*;
- b) hormone treatment of any *Product*;
- c) irradiation of any *Product*;
- d) transmissible spongiform encephalopathy (TSE); or
- e) carcinogens regardless of whether such carcinogens are shown to have other non-carcinogenic effects.

9. Vehicles/Aircraft

Manufacture, sale or supply by the *Insured* of any automobile, motorcycle, bus or truck or any craft made or intended to be airborne or any *Product(s)* which are incorporated into any automobile, motorcycle, bus or truck or any craft made or intended to be airborne.

10. Illegal Acts

Illegal act(s) of any of the *Insured's* directors, officers or trustees.

11. Known Defects

Any matter which:

- a) any partner, officer or director of the *Insured* or *Employee* had actual or constructive knowledge of prior to the *Period of Insurance*;
- b) occurs after the partner, officer or director of the *Insured* or *Employee* has knowledge of a defect or deviation in the production, preparation or manufacturing of the *Product* or circumstance(s) which have or are reasonably likely to result in such deviation or defect and the *Insured* fails to take reasonable corrective action; or
- c) the *Insured* could have reasonably expected to produce a claim under this *Section*.

12. Emotional Distress

Mental injury, mental anguish, nervous shock or emotional distress. This exclusion does not apply to mental injury, mental anguish, nervous shock or emotional distress due to physical injury, sickness or disease.

13. Competitors' Products

A product of a competitor that is similar to the *Product(s)* or arising out of a recall of any competitor's product that is similar to the *Product(s)*.

14. Changes in Tastes

Any change in customer tastes, competitive environment, economic conditions, population, or seasonal sales variations.

15. Investigation Costs

Any investigation brought by or on behalf of or instigated or continued with the solicitation, assistance, participation or intervention of any governmental or regulatory body whether directly or indirectly and whether brought in its capacity as a receiver, conservator, liquidator, securities holder or assignee of the *Insured*. This includes any *Legal Costs* related to any such governmental or regulator claim, loss or investigation.

16. Contractual Liability

Liability assumed by the *Insured* in a contract or agreement that the *Insured* would not have had in the absence of the contract or agreement.

17. Other Insurance

For which the *Insured* is entitled to indemnity under another Product Recall policy.

Section 4 – Employment Related Accident Benefits (ERAB)

Please read the *Policy Schedule* to see if the *Insured* is covered by this *Section*. This *Section* is only operative if *Section 1* Employers' Liability is covered in the *Policy Schedule*.

This *Section* details what ERAB are covered by the *Insurer* and what ERAB are not covered subject to the terms and conditions of this *Policy* and any additional definitions and provisions applicable to this *Section*.

The Cover

1. Insuring Agreement

If during the *Operative Time* the *Insured Person* sustains injury (as more fully described in Items 1-10 below) which within two years is the sole cause of death, disablement, *Burns*, *Fractures* or incurs *Medical Expenses*, the *Insurer* will pay to the *Insured* the *Sum Insured* as stated below.

2. Schedule of Benefits

Benefits:	GBP Sum Insured
Item 1 Death	GBP 10,000
Item 2 Permanent Total Disablement from any occupation	GBP 10,000
Item 3 Permanent loss of one or more limbs, sight or hearing	GBP 10,000
Item 4 Loss of one eye, one hand or foot, or loss of speech	GBP 5,000
Item 5 Full thickness burns over more than 27% of the body	GBP 2,000
Item 6 Complete loss of all fingers on one hand or loss of toes on one foot	GBP 1,000
Item 7 Full thickness burns over more than 8% of the body	GBP 500
Item 8 Complete loss of a single finger or single toe	GBP 150
Item 9 Fracture to one or more bones in the leg or ankle	GBP 100
Item 10 Fracture to one or more bones in the arm or wrist	GBP 50
Item 11 Medical Expenses incurred in connection with a valid claim under this <i>Section</i> not exceeding 15% of the <i>Sum Insured</i>	

3. Limitation of Benefits

a) *Insured Person Limit*

The maximum amount the *Insurer* will pay to the *Insured* in respect of items 1-10 inclusive arising out of any one claim shall not exceed GBP 10,000 for each *Insured Person* irrespective of how many benefits (as set out in 2 above) might be applicable.

b) *Aggregate Limit*

The maximum amount the *Insurer* will pay to the *Insured* under this *Section* caused by or consequent upon the same original circumstance is GBP 100,000 plus GBP 15,000 for all *Insured Persons* sustaining injury in respect thereof. In the event of a claim exceeding the aggregate limit the *Sum Insured* per *Insured Person* shall be proportionately reduced accordingly.

ERAB Additional Definitions

For the purposes of this *Section*:

Insured Person means any person under a contract of employment or apprenticeship with the *Insured*.

Burns means 2nd or 3rd degree full-thickness burn or burns.

Fracture* or *Fractures mean(s) a break in the full thickness of a bone.

Loss of Limb means loss by physical separation of the four fingers at or above the metacarpophalangeal joint or of a foot at or above the ankle and includes total and irrecoverable loss of use of any hand, arm or leg.

Loss of Hearing means total and permanent loss of hearing.

Loss of Eye means permanent and total loss of sight:

- in both eyes if the *Insured Person* is on or is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech means total and permanent loss of speech.



Medical Expenses mean expenses necessarily incurred by an *Insured Person* or by the *Insured* in respect of an *Insured Person* for medical, hospital, surgical or other remedial treatment, manipulative massage, therapeutic X-ray or other nursing treatment or appliances including medical supplies, nursing home and ambulance charges.

Operative Time means any time that an *Insured Person* is carrying out their occupational duties for the *Insured* during the *Period of Insurance*.

Permanent Total Disablement means disablement which:

- i) causes the *Insured Person* to be absent from employment with the *Insured* which lasts twelve calendar months; and
- ii) in the *Insurer's* opinion is unlikely to ever work in or attend to any regular remunerative work for which they are reasonably fitted by education training or experience.

Sum Insured means the amounts shown in the **Schedule of Benefits** applicable to this *Section*

ERAB Additional Provisions

In addition to the General Conditions & Provisions the following shall apply to this *Section* subject to the limitation of benefits:

1. Disappearance

If an *Insured Person* disappears during the *Period of Insurance* and the body is not found within six months of disappearance and it is reasonable to believe that death has occurred as a result of *Bodily Injury* the benefit as shown in the **Schedule of Benefits** will be paid subject to the Limitation of Benefits provided that the *Insured* signs an agreement that if it later transpires that an *Insured Person* has not died any amount paid will be refunded to the *Insurer*.

2. Severe Weather Conditions

Cover under this *Section* is deemed to include death or disablement resulting from exposure to severe weather conditions.

3. Interest of Benefit Payable

The *Insurer* will not pay interest on any benefit payable.

4. Medical Examinations – (Items 2-7 of the Schedule of Benefits only)

An *Insured Person* must undergo as many medical examinations in connection with any claim as the *Insurer* may reasonably require at the *Insured Person's* expense or at the *Insured's* expense.

ERAB Exclusions

In addition to the *General Exclusions* the *Insurer* will not pay any benefit under this *Section* arising from:

1. Flying Risks

The *Insured Person* engaging in recreational flying other than as a passenger.

2. Suicide and Intentional Harm

Suicide, attempted suicide or any intentional self-injury.

3. Illness and Disease

Illness and disease which does not result directly from Items 1-10 of the **Schedule of Benefits**

4. Natural Conditions

Any naturally occurring condition or degenerative process.

Section 5 – Crisis Containment

Please read the *Policy Schedule* to see if the *Insured* is covered by this *Section*.

This *Section* details what Crisis Containment fees and costs are covered by the *Insurer* subject to the terms and conditions of this *Policy* and any additional provisions applicable to this *Section*.

The Cover

1. Insuring Agreement

The *Insurer* shall pay the *Insured* for reasonable and necessary *Crisis Consultant* fees and costs incurred as a direct result of a *Crisis* commencing during the *Period of Insurance* and reported to the *Insurer* immediately when the *Crisis* is known. *Crisis Consultant* fees and costs are limited to fees or costs incurred within the *Crisis Coverage Period*.

Any *Crisis* arising out of or based upon or attributable to or related to continuous or repeated events shall be deemed to be a single *Crisis*.

2. Limit of Indemnity

The amount stated in the *Limits Schedule* for this *Section* is the maximum amount payable by the *Insurer* in respect of any one *Crisis* and is also the maximum amount payable by the *Insurer* in the aggregate for all *Crisis* during any one *Period of Insurance* subject otherwise to the *Co-Insurance* as stated in the *Limits Schedule* applicable to this *Section*.

Crisis Containment Additional Provision

In addition to the General Conditions & Provisions the following shall apply to this *Section*. If the *Insured* does not take the measures required in accordance with this *Crisis* containment additional provision the *Insurer* can refuse to pay the relevant claims under this *Section* of the *Policy*.

1. Changes in risk during the *Period of Insurance*

If during the *Period of Insurance*:

- a) the *Insured* consolidates with, merges into or sells all or substantially all of its assets to any other person, entity or group of persons and/or entities acting in unison; or
- b) any person or entity whether individually or together with any other person or persons, entity or entities acquires an amount of the outstanding shares representing more than 50% of the voting power for the election of directors of the *Insured* or acquires the voting rights of such an amount of such shares

the cover provided under this *Section* is amended so as to apply only to a *Crisis* arising prior to the effective date of either of the above events. The *Insured* shall give the *Insurer* written notice of either of the above events as soon as practicable but not later than 30 days after such effective date.

Crisis Containment Exclusions

In addition to the *General Exclusions* the *Insurer* does not cover under this *Section*:

1. Industry Changes

Circumstances including governmental regulations which affect another country or the industry in which the *Insured* conducts its *Business* activities.

2. Economic/Social Changes

Changes in population, customer taste, economic conditions, seasonal sales variations or competitive environment.

3. Fraudulent Acts

Any fraudulent act committed by any of the *Insured's* senior executives.

4. Third Party Claims

Any claim for injury or damage made by a third party arising out of or in connection with any *Crisis* and all costs and expenses of any related *Legal Proceedings*

5. Intentional Regulatory Violations

Any intentional violation by the *Insured's* senior executives of any governmental regulation:

- i) in connection with the manufacture, sale or distribution of any *Products*; or
- ii) in connection with the use of materials or substances in the manufacturing process which a governmental entity has been banned or deemed certain to result in injury or damage if used; or
- iii) in connection with any services rendered by the *Insured*.

6. Costs of Proceedings

Any costs and expenses of any formal proceedings before any governmental body as a result of a *Crisis*.

7. Wrongful Detention

Any wrongful detention of a senior executive of the *Insured* in order to obtain the performance by the *Insured* of express demands and/or payment of ransom money, any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas unless the *Insurer* determines that such allegations were:

- i) intentionally false, fraudulent, and
- ii) directed specifically at the *Insured* with a deliberate desire to inflict injury or to inflict economic harm with the intent for it to become known by the *Insured* or the public; and
- iii) made solely to achieve a political, propaganda or coercive effect upon or at the expense of the *Insured's* senior executive.

8. Market Events

Any circumstances that affect a majority of the securities quoted on a stock exchange in which the *Insured* lists its common stock.



Section 6 – Clean-Up Costs

Please read the *Policy Schedule* to see if the *Insured* is covered by this *Section*.

This *Section* details what *Clean-Up Costs* are covered by the *Insurer* subject to the terms and conditions of this *Policy* and any additional provisions applicable to this *Section*.

The Cover

1. Insuring Agreement

The *Insurer* will, subject to the notice provisions of this *Policy*, indemnify the *Insured* for all sums that the *Insured* becomes legally liable to pay as *Clean-Up Costs* for contamination in, on or under property that is neither owned by, or in the care, custody or control of, the *Insured* and resulting from sudden, unintended and unexpected *Pollution Conditions* that occur in their entirety at a specific time and place during the *Period of Insurance*.

The *Insured* shall, subject to the notice provisions of this *Policy*, have the duty to clean up *Pollution Conditions* to the extent required of it by *Environmental Laws*, by retaining competent professional(s) or contractor(s) mutually acceptable to the *Insurer* and the *Insured*. The *Insured* shall notify the *Insurer* of all actions and measures taken pursuant to this paragraph. The *Insurer* shall have the right but not the duty to review and approve all aspects of any works undertaken pursuant to this paragraph.

The *Insurer* shall have the right but not the duty to clean up or mitigate *Pollution Conditions* to the extent required by *Environmental Laws* upon receiving notice as provided in this *Policy*. Any sums expended by the *Insurer* pursuant to this paragraph will be deemed incurred or expended by the *Insured* and shall be applied against the *Limits of Indemnity* applicable to this *Section*.

2. Limit of Indemnity

The total liability of the *Insurer* for all amounts including *Legal Costs* payable under this *Section* shall not exceed the amount specified for this *Section* in the *Limits Schedule*.

Clean-Up Costs – Exclusions

In addition to the *General Exclusions* the *Insurer* does not cover under this *Section Clean-Up Costs, claims or loss:-*

1. Integrated Pollution Prevention

Arising from any environmental investigation associated with an application to obtain surrender or vary a permit to operate an installation pursuant to Council Directive (96/61/EC) concerning integrated *Pollution* prevention and control and any legislation transposing the Directive into domestic law or any other permit consent or assessment required under any other environmental law.

2. Redevelopment or Planning Requirement

Arising from redevelopment or proposed redevelopment or arising as part of any planning requirement.

3. Other Insurance

For which the *Insured* is entitled to indemnity under another environmental impairment liability policy issued by the *Insurer*. For the avoidance of doubt, this *Section* also excludes any claim for which indemnity is provided under *Section 2* (Public & Products Liability).

4. Underground Storage Tank

Arising from use ownership or maintenance of an underground storage tank. For the purposes of this Exclusion, an underground storage tank is any tank, including associated underground piping connected to the tank, which has at least 10% of its volume under ground.

5. Lead

Arising from the presence of lead based paint in or on any building or other structure owned by or in the care, custody or control of the *Insured*.

- 6. Trade Exclusions**
Arising out of *Offshore Activity*, mines, pipelines or any form of construction, demolition or remediation activities.
- 7. Transportation**
Arising out of *Pollution Conditions* that result from the maintenance, use, operation, loading or unloading of any owned, leased or rented
- a) automobiles;
 - b) aircraft or aerial device;
 - c) watercraft; or
 - d) rolling stock
- beyond the boundaries of the property of the *Insured*.
- 8. Material Change in Use**
Arising from a change in operations at a property of the *Insured* during the *Period of Insurance* that materially increases a risk covered under this *Policy*. For purposes of determining whether a change in operations materially increases the risk, any change of operations that results in more stringent remediation standards than those imposed on the property of the *Insured* at the inception date will be considered material.
- 9. Prior Occurrences**
Arising from *Pollution* prior to the *Period of Insurance* if the *Insured* knew or reasonably could have expected that such *Pollution* could give rise to a claim under this *Section*.
- 10. Terrorism**
Arising directly or indirectly as a result of or in connection with the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy, including but not limited to any contemporaneous or ensuing loss caused by fire, looting or theft.
- 11. Noncompliance**
Arising from *Pollution Conditions* based upon or attributable to any *Insured's* intentional, wilful or deliberate non-compliance with any national or local statutes, statutory instruments, by-laws, regulations, guidance or standards having the force of law or notice, order, or instruction of any governmental or statutory agency or body.
- 12. Internal Expenses**
For costs, charges or expenses incurred by the *Insured* for goods supplied or services performed by the *Insured*, or its parent, subsidiary or affiliate, except if in the opinion of the *Insurer* such costs, charges or expenses have been incurred in response to an emergency or pursuant to *Environmental Laws* that require immediate remediation of *Pollution Conditions*, or unless such costs, charges or expenses are incurred with the prior written approval of the *Insurer* in its sole discretion.
- 13. Insured vs. Insured**
By any *Insured* against any other person or entity who is also an *Insured* under this *Policy*.
- 14. Microbial Matter**
Arising from fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mould, mildew and viruses, whether or not such matter is living
- 15. Abandoned Property**
Any property of the *Insured*, subsequent to the time when such property of the *Insured* is abandoned, sold, given away, or operational control is relinquished.

16. Policy Territory

Arising from *Pollution Conditions* taking place outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

17. Biodiversity

Arising out of legal liability for the complementary and/or compensatory remediation, including reinstatement or reconstruction, of flora and fauna.

How the Insurer uses Personal Information

The *Insurer* is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to the *Insured*, representatives of the *Insured* or other individuals (e.g. the *Insured*'s employees).

By providing Personal Information, the *Insured* gives permission for its use as described below. If the *Insured* provides Personal Information about another individual, the *Insured* confirms that the *Insured* is authorised to provide it for use as described below.

The types of Personal Information the Insurer may collect and why - Depending on the *Insurer*'s relationship with the *Insured*, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by the *Insured*. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of the *Insured*'s business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside the *Insured*'s country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with the *Insurer*'s group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers. The *Insurer* is required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. The *Insurer* may search these registers to detect and prevent fraud or to validate the *Insured*'s claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of the *Insurer*'s company or transfer of business assets.

International transfer - Due to the global nature of the *Insurer*'s business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in the *Insured*'s country of residence.

Security and retention of Personal Information – Appropriate legal and security measures are used to protect Personal Information. The *Insurer*'s service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: DataProtectionOfficer@aig.com or write to Data Protection Officer, Legal Department, AIG Europe Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB. More details about the *Insurer*'s use of Personal Information can be found in the *Insurer*'s full Privacy Policy at www.aig.co.uk/privacypolicy or the *Insured* may request a copy using the contact details above.

Other individuals' personal information

By submitting information to AIG relating to any identifiable individual, the *Insured* represents that it has authority to provide that personal information to AIG. With respect to any individual about whom the *Insured* provides personal information to AIG, the *Insured* agrees: (a) to inform the individual about this Privacy Policy; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of personal information about the individual in accordance with the Privacy Policy.

The ELTO Database

Where this insurance policy provides employers' liability coverage certain information relating to the policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates and employer's reference numbers provided by Her Majesty's Revenue and Customs, will be provided to the Employers' Liability Tracing Office, (the "**ELTO**") and added to an electronic database, (the "**Database**").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual claimants (the "**Claimants**") who have suffered an employment related injury or disease arising out of and in the course of their employment in the UK for employers carrying on, or who carried on, business in the UK: (a) to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and (b) to identify the relevant employers' liability insurance policies. The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy the insured will be deemed to specifically consent to the use of their insurance policy data in this way and for these purposes.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information is available from the FSCS.

Financial Services Compensation Scheme
7th Floor Lloyds Chambers
Portsooken Street
London E1 8BN
Telephone: 0207892 7300
Fax: 020 7892 7301
E-mail: enquiries@fscs.org.uk

Commercial Lines Complaints Procedure:

We believe you deserve a courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below and provide the Policy/Claim Number and the name of the Policyholder/Insured to help us deal with your comments quicker.

Claims related complaints

Claims Manager:

AIG Europe Limited, 2-8 Altyre Road, Croydon, CR9 2LG

Telephone: +44 (0) 208 681 2556

Facsimile: +44 (0) 208 253 7515

All other complaints

Customer Relations Unit:

AIG Europe Limited, 2-8 Altyre Road, Croydon, CR9 2LG

Telephone: +44 (0) 208 649 6666

Facsimile: +44 (0) 208 680 7330

Email: uk.customer.relations@aig.com

Online: www.aig.co.uk [please select "contact" followed by "your feedback"]

We will acknowledge the complaint within 5 business days of receiving it, keep you informed of progress and do our best to resolve matters to your satisfaction within 8 weeks. If we are unable to do this you may be entitled to refer the complaint to the Financial Ombudsman Service (FOS) who will review your case. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

The FOS will not consider a complaint if you:

- have not provided us with the opportunity to resolve it, or
- are a business with more than 10 employees and a group annual turnover of more than €2 million; or
- are a trustee of a trust with a net asset value of more than £1 million or;
- are a charity with an annual income of more than £1 million.

The FOS can be contacted at:

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: 08000 234 567

(free for people phoning from a "fixed line", i.e. a landline at home)

0300 123 9 123

(free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

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

Following this complaint procedure does not affect your right to take legal action.

Endorsement(s)

Attaching to and forming part of Policy Number 21605258 in the name of Northern Ireland Assembly and Northern Ireland Assembly Commission

Endorsement Number 1 - CP0509-1900v1

Deductible UKROW PD

Applicable to Section 2 Public and Products Liability

This *Limit of Indemnity* is subject to a *Deductible* of GBP 500 any one *Occurrence* in respect of *Damage to Property*

Endorsement Number 2 - CP0509-1019v1

Professional Liability Exclusion

Notwithstanding Exclusion 5 of *Section 2*, this *Policy* excludes liability arising from any negligence, error or omission, malpractice or mistake of a professional nature, committed or alleged to have been committed by, or on behalf of the *Insured* in the conduct of the *Business*.

Endorsement Number 3 - NSW00775

Libel & Slander Extension

Section 2 of this *Policy* extends to indemnify the *Insured* in respect of an *Occurrence* arising out of libel or slander.

Provided always that:

- (a) indemnity will not apply in respect of any libel or slander that is:
 - (1) made prior to the inception date of this insurance;
 - (2) made by or at the direction of the *Insured* or any *Employee* of the *Insured* with the knowledge of the defamatory nature thereof;
 - (3) made by any person acting outside of the scope of their authority.
- (b) the liability of the *Insurer* shall not exceed GBP 1,000,000 in the aggregate in any one *Period of Insurance* inclusive of all *Legal Costs* which amount shall not serve to increase the *Limit of Indemnity* set forth in the *Limits Schedule* to *Section 2* of this *Policy*.
- (c) the *Insurer* shall not be liable for the first GBP 25,000 of any amount payable under this extension.

For the purpose of this extension only it is agreed that:

- (1) the definition of *Occurrence* shall include any defamatory statement;
- (2) General Exclusion 4 - Pure Financial Loss and Exclusion 7 - Libel and Slander to *Section 2* are not applicable.

Bona Fide Subcontractors Condition

Insofar as *Section 2* of this *Policy* is concerned, it is a condition that each bona-fide subcontractor, engaged by or on behalf of the *Insured*, must purchase and maintain valid Public Liability insurance for the period of the relevant contract, with a limit of liability not less than the *Limit of Indemnity* provided under this *Policy*.

Such Public Liability insurance must

- a) include an indemnity to principal; and
- b) provide liability cover arising from the work, which is the subject of the contract with the *Insured*.

It is a further condition that the *Insured* shall not waive any rights of subrogation, which would otherwise be available against any bona-fide subcontractor.

Notwithstanding Exclusion 10 of *Section 2*, the indemnity provided by this *Policy* excludes liability, assumed under any contract or agreement with any bona-fide subcontractor, unless such liability would have attached in the absence of such contract or agreement.

All other terms and conditions of this *Policy* remain unaltered

The image shows a circular logo for AIG Europe with the AIG logo in the center. A handwritten signature in black ink is written across the logo.

.....
(Authorised Representative)
Dated 17 April 2013