

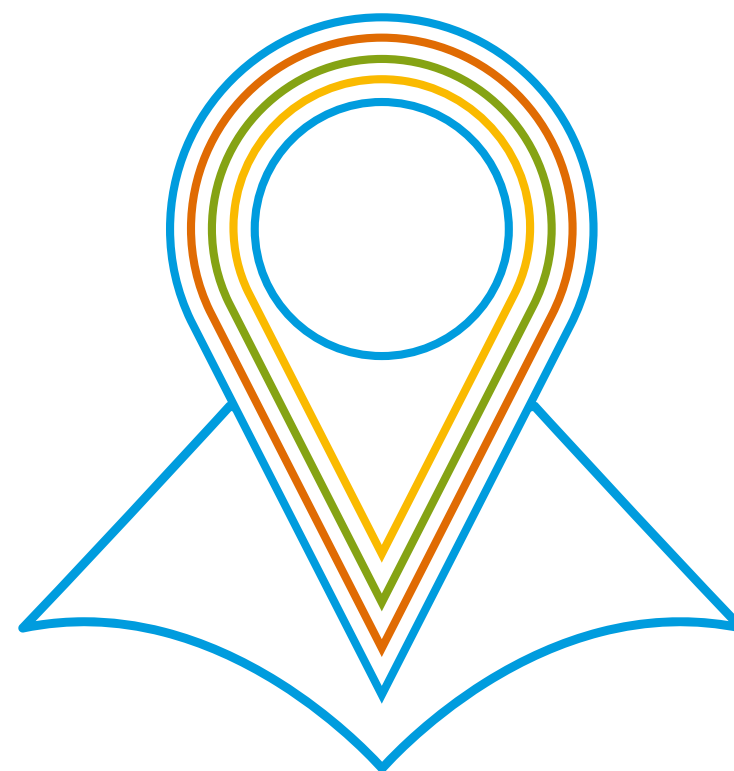


Policy Tour

Liability Protect





This policy tour provides a “click through” commentary of the Liability Protect wording including brand new additions, changes to existing features and general information on specific points. Please refer to the full policy wording and schedule for full details of cover, definitions, terms and conditions.

Start



HOW TO USE THE POLICY TOUR:

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A. COVERAGE SECTIONS

In consideration of the payment of the premium the Insurer and the Insured agree as follows:

The **Insurer** will provide indemnity to the **Insured** under those Sections, Extensions, Optional Extensions and **Endorsements** shown in the **Policy** Schedule as being covered during the **Period of Insurance**.

Section 1 – Employers’ Liability

This Section details what employers’ liabilities are covered by the **Insurer** subject to the terms and conditions of this **Policy** and any additional terms and conditions applicable to this Section 1 (Employers’ Liability).

For the avoidance of doubt, this Section 1 (Employers’ Liability) is not intended to replace the **Insured’s** obligation to obtain insurance in respect of their liability to **Employees** in other territories.

A1.1 Cover

A1.1.1 Insuring Agreement

The Insurer will indemnify the Insured for all sums which the Insured becomes legally liable to pay as:

- (a) damages or compensation; and
- (b) 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 within the Policy Territory.

A1.1.2 Limit of Indemnity

The Limit of Indemnity stated in the Policy Schedule for this Section 1 (Employers’ Liability) is the maximum amount payable by the Insurer in respect of any one claim or number of claims arising out of one event.

Unless expressly stated, the indemnity provided by any Extension to this Section 1 (Employers’ Liability) or any other amendment to this Policy shall not operate to increase the maximum amount payable under this Section 1 (Employers’ Liability).

A1.1.3 Legal Costs

Legal Costs are payable in addition to the Limit of Indemnity up to the amount stated in the Policy Schedule for this Section 1 (Employers’ Liability).

A1.2 Extensions

The indemnity provided by this Section 1 (Employers' Liability) includes the following Extensions:

A1.2.1 Indemnity to Others

The Insurer will indemnify those persons outlined in (a) to (f) below as if they were the Insured to the extent specified within A.1.1.1 (Insuring Agreement) and below:

- (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 only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;
- (c) any partner, director, Employee, or any former partner, director or Employee of the Insured but only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;
- (d) 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;

- (e) 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;
- (f) any officers or trustees of the Insured's pension scheme(s) but only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured; but in respect of (c) to (f) above the Insurer will not provide an indemnity:
 - (i) if such party is entitled to indemnity under any other insurance or from any other source;
 - (ii) unless the Insurer shall have the sole conduct and control of all claims.

A1.2.2 Unsatisfied Court Judgments

Where damages have been awarded by a court in the European Union to an Employee for Bodily Injury caused during the Period of Insurance arising from their employment with the Insured in the European Union, and where such damages remain all or partly unpaid six (6) 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.



A1.2.3 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 – GBP750
- (b) Employees – GBP500.

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

A1.2.4 Transfer of Undertakings (Protection of Employment) Regulations 2006

The indemnity provided by this Extension operates on a claims made and reported basis.

The Insurer will indemnify the Insured for their liability to pay damages or compensation in respect of a claim by an Employee for Bodily Injury within the Policy Territory 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 provided that:

- (a) the Insured is unable to obtain an indemnity under a previous insurance policy or from any other source; and
- (b) the claim is first made against the Insured during the Period of Insurance.

A1.2.5 Data Protection Act 1998

The indemnity provided by this Extension operates on a claims made and reported basis.

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

- (a) compensation and Legal Costs in respect of a claim by an Employee for damage or distress arising under Section 13 of the Data Protection Act 1998; and
- (b) the Insured's Criminal Legal Expenses for a prosecution arising from a claim by an Employee brought under Section 21 of the Data Protection Act 1998 provided that:
 - (i) the Insured is registered or has given notification pursuant to the terms of the Data Protection Act 1998, and where the Insured is exempt from doing so has previously informed the Insurer of that exemption, and
 - (ii) the claim is first made against the Insured during the Period of Insurance.

However the Insurer will not pay:

- (A) 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;
- (B) claims which arise out of circumstances previously notified to insurers or known to the Insured at inception of this Policy;

- (C) liability for which indemnity is provided under any other more specific insurance or from any other source or to the extent that cover is provided elsewhere in this Policy; or
- (D) claims arising outside of the Policy Territory.

A1.2.6 Criminal Legal Expenses

Where the Insurer has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the Insurer will indemnify the Insured in respect of Criminal Legal Expenses up to the Limit of Indemnity specified for Criminal Legal Expenses under this Extension A1.2.6 (Criminal Legal Expenses) as stated in the Policy Schedule relating to a breach or alleged breach of:

- (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) any other law applicable to the Insured in respect of the health and safety of Employees.

The Limit of Indemnity specified for Criminal Legal Expenses under this Extension A1.2.6 (Criminal Legal Expenses) is in addition to the Limit of Indemnity specified for, and applicable to this Section 1 (Employers' Liability).

A1.2.7 Contractual Liability

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

A1.2.8 Medical Treatment

The Insurer will indemnify the Insured and any medical practitioner employed by the Insured in respect of legal liability for:

- (a) damages or compensation; and
- (b) 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 within the Policy Territory.

The indemnity afforded by this Extension A1.2.8 (Medical Treatment) is in excess of any primary insurance held by the medical practitioner for the provision of his/her professional services.



A1.2.9 Offshore Activity

Where there is a Limit of Indemnity for Offshore Activity in the Policy Schedule, the Insurer will indemnify the Insured for all sums which the Insured becomes legally liable to pay as:

- (a) damages or compensation; and
- (b) Legal Costs

in respect of Bodily Injury to an Employee caused during the Period of Insurance and arising out of Offshore Activity and in the course of their employment or engagement by the Insured in the Business within the Policy Territory.

A1.3 Exclusions

The following Exclusions are applicable in respect of the whole of Section 1 (Employers' Liability).

The Insurer shall not provide any cover under this Section 1 (Employers Liability) in respect of liability arising from:

A1.3.1 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.

A1.3.2 Offshore Activity

any action for damages arising from such Offshore Activity brought against the Insured:

- (a) in a court of law in USA or Canada; or
- (b) where there is a nil Limit of Indemnity for Offshore Activity in the Policy Schedule.

A1.4 Additional Provisions

A1.4.1 Right of Recovery

If the Insurer is obliged to indemnify the Insured under this Section 1 (Employers' Liability) pursuant to any compulsory liability insurance legislation 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.

Section 2 – Public & Products Liability

This Section details what public & products liabilities are covered by the Insurer subject to the terms and conditions of this Policy and any additional terms and conditions applicable to this Section 2 (Public & Products Liability).

A2.1 Cover

A2.1.1 Insuring Agreement

The Insurer will indemnify the Insured for all sums which the Insured becomes legally liable to pay as:

- (a)** damages or compensation; and
- (b)** Legal Costs

in respect of:

- (i)** Personal Injury;
- (ii)** Property Damage; or
- (iii)** 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 within the Policy Territory and arising from or in consequence of an Occurrence in connection with the Business.

A2.1.2 Limit of Indemnity

The Limit of Indemnity stated in the Policy Schedule for this Section 2 (Public & Products Liability) is the maximum amount payable in respect of any one Occurrence (irrespective of the number of claims resulting from the Occurrence) except that in respect of liability arising from Products (including Mixing or Blending) the amount stated in the Policy Schedule for this Section 2 (Public & Products Liability) shall be the maximum amount payable in the aggregate during any one Period of Insurance.

Unless expressly stated the indemnity provided by any Extension to this Section 2 (Public & Products Liability) or any other amendment to this Policy shall not operate to increase the maximum amount payable under this Section 2 (Public & Products Liability).

A2.1.3 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 USA or in a court of law outside the USA to enforce a judgment made therein, whether by way of reciprocal agreement or otherwise, where the Limit of Indemnity shall include of all Legal Costs.

A2.2 Extensions

The indemnity provided by this Section 2 (Public & Products Liability) includes the following Extensions:

A2.2.1 Indemnity to Others

The Insurer will indemnify those persons outlined in (a) to (f) below as if they were the Insured to the extent specified within A.2.1.1 (Insuring Agreement) and below:

- (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 only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;
- (c)** any partner, director, Employee, or any former partner, director or Employee of the Insured but only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured;
- (d)** 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;

- (e)** 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;
- (f)** any officers or trustees of the Insured's pension scheme(s) but only in respect of liability for which the Insured would have been entitled to indemnity if the claim had been made against the Insured; but in respect of (c) to (f) above the Insurer will not provide an indemnity:
 - (i)** if such party is entitled to indemnity under any other insurance or from any other source;
 - (ii)** unless the Insurer shall have the sole conduct and control of all claims.

A2.2.2 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 – GBP750
- (b)** Employees – GBP500

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

A2.2.3 Criminal Legal Expenses

Where the Insurer has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the Insurer will indemnify the Insured in respect of Criminal Legal Expenses up to the Limit of Indemnity specified for Criminal Legal Expenses under this Extension A2.2.3 (Criminal Legal Expenses) as stated in the Policy Schedule relating to a breach or alleged breach of:

- (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;
- (d)** Part II of the Consumer Protection Act 1987; or
- (e)** any other law applicable to the Insured in respect of:
 - (i)** the health and safety of persons other than Employees;
 - (ii)** work undertaken or the supply of goods and services; or
 - (iii)** the ownership or occupation of property.

The Limit of Indemnity specified for Criminal Legal Expenses under this Extension A2.2.3 (Criminal Legal Expenses) is in addition to the Limit of Indemnity specified for, and applicable to, this Section 2 (Public & Products Liability).

A2.2.4 Defective Premises Act

The Insurer will indemnify the Insured against legal liability incurred by the Insured during the Period of Insurance within the Policy Territory 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.

A2.2.5 Contingent Motor

Notwithstanding Exclusion A2.3.1 (Motor Liability) of Section 2 (Public & Products Liability), the Insurer will indemnify the Insured for legal liability to pay damages or compensation and Legal Costs in respect of Personal Injury or Property Damage happening during the Period of Insurance within the Policy Territory and 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; 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.

This Extension A2.2.5 (Contingent Motor) shall not apply in respect of:

- (i) Property Damage to any such motor vehicle or its contents;
- (ii) Personal Injury or Property Damage happening in the USA or Canada other than in respect of (c) where the indemnity provided will only apply excess of USD2,000,000 or the limit of insurances whichever is the higher;
- (iii) where indemnity is provided under any other insurance or from any other source.

A2.2.6 Overseas Personal Liability

The Insurer will indemnify the Insured and if the Insured requires any director, partner or Employee of the Insured or spouse or partner or dependent family member of any such person accompanying them for legal liability to pay damages or compensation and Legal Costs in respect of Personal Injury or Property Damage happening during the Period of Insurance within the Policy Territory and 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 or from any other source.

A2.2.7 Unauthorised Movement of Vehicles

The Insurer will indemnify the Insured for legal liability to pay damages or compensation and Legal Costs in respect of Personal Injury or Property Damage happening during the Period of Insurance within the Policy Territory arising from the movement by Employees of any vehicles 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 vehicles.

A2.2.8 Legionella

Notwithstanding Exclusion A2.3.7 (Pollution), the Insurer will indemnify the Insured for all sums which the Insured shall become legally liable to pay for:

- (a) damages or compensation; and
- (b) Legal Costs

in respect of Bodily Injury happening during the Period of Insurance within the Policy Territory and caused by the discharge, dispersal, release or escape of legionella bacteria from any premises owned, leased, rented or temporarily occupied by the Insured other than:

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

- (iii) claims in respect of Bodily Injury happening in the USA or Canada; or
- (iv) any action for damages brought against the Insured in a court of law in the USA or Canada or in a court of law outside the USA or Canada to enforce a judgment made therein.

A2.2.9 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 and Legal Costs in respect of Personal Injury to any other member or Property Damage happening during the Period of Insurance within the Policy Territory whilst undertaking such social, sports or welfare activities provided that the member is not already insured under any other insurance.

A2.2.10 Vendor's Liability

At the request of the Insured the Insurer will indemnify a Vendor but only in respect of legal liability to pay damages or compensation and Legal Costs in respect of Personal Injury or Property Damage happening during the Period of Insurance within the Policy Territory and arising out of the sale or distribution of the Insured's Products but this Extension A2.2.10 (Vendor's Liability) 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.

A2.2.11 Data Protection Act

The indemnity provided by this Extension operates on a **claims made and reported basis**.

Notwithstanding exclusion A2.3.12 (Personal Injury (Other than Bodily Injury)), the Insurer will indemnify the Insured and if the Insured requires any Employee for their liability to pay:

- (a) compensation and Legal Costs in respect of a claim by any person other than an Employee for damage or distress arising under Section 13 of the Data Protection Act 1998;
- (b) the Insured's Criminal Legal Expenses 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:

- (i) the Insured is registered or has given notification pursuant to the terms of the Data Protection Act 1998, and where the Insured is exempt from doing so has previously informed the Insurer of that exemption; and
- (ii) the claim is first made against the Insured during the Period of Insurance.

However the Insurer will not pay:

- (A) 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;
- (B) claims which arise out of circumstances previously notified to insurers or known to the Insured at inception of this Policy;
- (C) liability for which indemnity is provided under any other more specific insurance or from any other source or to the extent that cover is provided elsewhere in this Policy; or
- (D) claims arising out of any Occurrence happening in the USA, or Canada;
- (E) any action for damages brought against the Insured in a court of law in the USA, or Canada or in a court of law outside the USA, or Canada to enforce a judgment made therein.

A2.2.12 Joint Ventures

The Insurer will indemnify the Insured and no other party or parties for legal liability to pay damages or compensation and Legal Costs in respect of Personal Injury or Property Damage happening during the Period of Insurance within the Policy Territory and arising from the Insured's interest in any Joint Venture provided always that:

- (a) the Insured shall notify the Insurer in writing of such Joint Venture as soon as practicable and in any event within thirty (30) days of the inception of such Joint Venture and the Insurer shall have the right to change the terms and conditions of the Policy, accept or deny cover at the time of such notification and to establish a separate rate and premium for any such cover;
- (b) this Policy shall only apply to any claim which by virtue of limitations in cover is not payable under any other valid insurance applicable to such Joint Venture but which would not be excluded by the terms of this Policy;
- (c) the liability of the Insurer in respect of any claim under this Policy shall be limited to the product of:
 - (i) the amount of such claim; and
 - (ii) the percentage interest of the Insured in such Joint Venture

subject always to the Limit of Indemnity stated in the Policy Schedule.

Where that percentage interest or percentage of liability is not stated in writing the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in such Joint Venture.

The Insurer shall not be liable to make any payment under this Extension A2.2.12 (Joint Ventures) for:

- (A)** claims by the partners in the joint venture against one another;
- (B)** claims by or on behalf of the joint venture against the Insured; or
- (C)** Property Damage to property brought into the joint venture.

A2.2.13 Care Custody and Control (Working on Property)

Notwithstanding Exclusion A2.3.4 (Custody or Control) and Exclusion A2.3.5 (Working on Property) of this Policy, the Insurer will indemnify the Insured for legal liability incurred during the Period of Insurance within the Policy Territory for damages or compensation and Legal Costs in respect of Property Damage to third party property in the care custody and control of the Insured where pursuant to a written contract or agreement such property:

- (a)** is being or has been worked on by the Insured; or
- (b)** is due to be worked on by the Insured and the Insured is contracted to hold such property in trust at its premises for a period not exceeding thirty (30) days in total.

Provided always that the Insurer shall not be liable to make any payment under this Extension A2.2.13 (Care Custody and Control Working on Property)):

- (i)** where any contract or agreement requires that property insurance be effected by the Insured in respect of damage to such property;
- (ii)** for liability which is assumed by the Insured solely because of a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- (iii)** where indemnity is provided in respect of such Property Damage by any other insurance for the benefit of the Insured;
- (iv)** in respect of Property Damage to property owned by any person or entity that is insured under this Policy;
- (v)** where any Property Damage is the result of theft or attempted theft;
- (vi)** for the cost of rectifying defective work;
- (vii)** for the first 20% of each Occurrence, subject to a minimum of GBP 5,000 or, if higher, the amount of the Deductible applicable to Property Damage, which amount shall be retained by the Insured as its own liability.

The total liability of the Insurer for all amounts payable under this Extension A2.2.13 (Care Custody and Control (Working on Property)) shall not exceed GBP100,000 including Legal Costs for all claims during the Period of Insurance.

A2.2.14 Optional Extensions

The indemnity provided by the Optional Extensions will only apply where shown as operative in the Policy Schedule.

A2.2.14.1 Asbestos (Accidental Discovery)

The indemnity provided by this Optional Extension operates on a claims made and reported basis.

General Exclusion C1 (Asbestos) shall not apply to the liability of the Insured to pay damages or compensation and Legal Costs in respect of a claim for Bodily Injury when the presence of asbestos or materials containing asbestos is discovered in any premises owned or rented or temporarily occupied by the Insured for the purpose of carrying out the Insured's Business, provided that:

- (a)** the Insured was unaware of its presence prior to discovery; and
- (b)** upon discovery of the presence of asbestos or materials containing asbestos all work stops immediately; and:
 - (i)** removal of the asbestos is carried out as soon as reasonably practicable after discovery;
 - (ii)** the removal is carried out by a specialist contractor authorised or licensed to perform such removal under the Asbestos Licensing Regulations in force at the time of discovery;
 - (iii)** the Insured shall take all reasonable steps to ensure the health and safety of all those likely to be affected;

- (iv)** the Insured complies with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 where applicable; and
- (v)** the Insured notifies the Insurer of such discovery in accordance with D4 (Notification of Claims – Accidental Discovery of Asbestos); and
- (vi)** a claim is first made against the Insured during the Period of Insurance or within thirty (30) days of expiry. The Insurer will also provide indemnity under this Optional Extension A2.2.14.1 (Asbestos (Accidental Discovery)) for claims made outside of the Period of Insurance where:
 - a)** the Insured notifies the Insurer of the discovery of asbestos during the Period of Insurance; and
 - b)** at the time of notification, the Insurer considers that the discovery may give rise to a claim which would have been indemnified under this Optional Extension A2.2.14.1 (Asbestos (Accidental Discovery)) if such claim were made during the Period of Insurance.

However, the Insurer shall not provide any cover under this Optional Extension A2.2.14.1 (Asbestos (Accidental Discovery)) in respect of:

- (A)** claims arising from the fear of the consequences of exposure to asbestos;
- (B)** Property Damage due to the presence of asbestos or materials containing asbestos;
- (C)** claims arising out of any Occurrence happening prior to the Retroactive Date stated in the Policy Schedule or for claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Policy unless specifically agreed in writing by the Insurer;
- (D)** claims arising out of any Occurrence happening in the USA, or Canada;
- (E)** any action for damages brought against the Insured in a court of law in the USA, or Canada or in a court of law outside the USA, or Canada to enforce a judgment made therein.

For the purpose of this Optional Extension A2.2.14.1 (Asbestos (Accidental Discovery)) all Legal Costs are included within the Limit of Indemnity.

A2.2.14.2 Products Financial Loss

The indemnity provided by this Optional Extension operates on a claims made and reported basis.

Notwithstanding Exclusion A2.3.11 (Financial Loss), the Insurer will indemnify the Insured in respect of:

- (a)** all sums which the Insured shall become legally liable to pay as damages or compensation; and
- (b)** Legal Costs

in respect of any claim or claims arising from Products Financial Loss, first made in writing against the Insured and notified to the Insurer during the Period of Insurance and arising from and in the course of the Business

Provided always that the indemnity will not apply:

- (i)** in respect of liability arising out of or in connection with Personal Injury to any person or Property Damage;
- (ii)** to any Products Financial Loss sustained by an Employee which arises out of and in the course of his employment by the Insured in the Business;
- (iii)** in respect of liability arising out of or in connection with advice, design or specification
 - a)** not pursuant to the supply of Products, or
 - b)** given for a fee;

- (iv)** for any cost or expense incurred in the inspection, repair, replacement, removal, recall, recovery, alteration, demolition, breaking out, dismantling, delivery, rebuilding, supply or installation of Products or any commodity, article or thing in which such Products are incorporated;
- (v)** to any liability which is assumed by the Insured solely because of a contract or agreement unless such liability
 - a)** would have attached in the absence of such contract or agreement, or
 - b)** is implied at law;
- (vi)** to liability arising out of any Occurrence happening prior to the Retroactive Date stated in the Policy Schedule or for claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Policy;
- (vii)** to liability arising out of any Occurrence happening:
 - a)** outside Great Britain the Channel Islands or the Isle of Man; or
 - b)** in respect of which Legal Proceedings are brought in the countries specified in (vii) (a) above or where Legal Proceedings are brought outside such countries to enforce an award, whether by way of reciprocal agreement or otherwise;
- (viii)** to any fines, penalties, statutory payments or liquidated damages;

- (ix)** in respect of liability arising from any deliberate act or omission by or on behalf of the Insured;
- (x)** in respect of liability arising from any act of fraud, dishonesty, libel, slander, deceit, injurious falsehood, passing off or infringement of patent, copyright, design, trademark or trade name or breach or alleged breach of anti-trust law;
- (xi)** to liability which arises out of any activity or risk excluded by this Policy;
- (xii)** to liability arising from wrongful or delayed delivery, including the supply or delivery of an incorrect Product; and
- (xiii)** for the Co-insurance stated in the Policy Schedule.

Where several claims arise out of one Occurrence, all claims shall:

- (A)** be deemed to have been made at the point in time when the first of the claims was made in writing; and
- (B)** only be the subject of indemnity if they are first made against the Insured within sixty (60) months of the first claim.

The total liability of the Insurer for all amounts payable under this Optional Extension A2.2.14.2 (Products Financial Loss) including Legal Costs for all claims made and reported during the Period of Insurance shall not exceed the Product Financial Loss Limit of Indemnity stated in the Policy Schedule which shall form part of and not be in addition to the Limit of Indemnity arising from Products.

A2.2.14.3 USA and Canada Pollution (Time Element Basis)

In respect of the USA or Canada, the Insurer shall not provide any cover or be liable to make any payment under this Policy arising out of, based upon or attributable to Pollution directly or indirectly caused by or contributed to by or arising from Pollution Conditions.

This shall not apply to Bodily Injury and/or Property Damage arising out of Pollution Conditions

- (a) provided always that the Insured can prove that:
 - (i) such Pollution Conditions were the direct result of a sudden and specific and identifiable event occurring during the Period of Insurance and were not the direct result of the Insured failing to take reasonable precautions to prevent such Pollution Conditions; and
 - (ii) such Pollution Conditions commenced during the Period of Insurance within the USA or Canada; and
 - (iii) the Insured discovered the commencement of such Pollution Conditions no later than seven (7) days after it commences; and
 - (iv) written notice was provided by the Insured to the Insurer no later than twenty-one (21) days following its discovery of such Pollution Conditions by any Insured.
- (b) which are the direct result of heat, smoke or fumes from a Hostile Fire;

The Insurer shall not provide any cover or be liable to make any payment under this A2.2.14.3 (USA and Canada Pollution (Time Element Basis)) in respect of:

- (A) the cost or expense of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying or neutralising any Pollution Conditions or their effects whether or not performed by the Insured or others;
- (B) the cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of any Pollution Conditions;
- (C) Pollution or Pollution Conditions at or from any premises, site or location which is or was at any time used for the Insured or others for the handling, storage, disposal, processing or treatment of waste;
- (D) Pollution Conditions which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for
 - (i) The Insured; or
 - (ii) Any other party the Insured may be legally responsible for.



A2.3 Exclusions

The following Exclusions are applicable in respect of the whole Section 2 (Public & Products Liability).

The Insurer shall not provide any cover under this Section 2 (Public & Products Liability) in respect of liability arising from:

A2.3.1 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 A2.3.1 (Motor Liability) 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 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.

A2.3.2 Employers' Liability

any Personal Injury to an Employee arising out of and in the course of their employment or engagement.

A2.3.3 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 vessels used where the Insured is responsible for insurance and where such vessels do not exceed twenty metres in length;
- (c) hovercraft or hydrofoil.

A2.3.4 Custody or Control

Property Damage to 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;

- (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; or
 - (ii) liability for which indemnity to the Insured is provided under any other insurance or from any other source;
- (e) any vehicle whilst being moved in accordance with Extension A2.2.7 (Unauthorised Movement of Vehicles).

A2.3.5 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.

A2.3.6 Professional Advice & 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.

A2.3.7 Pollution

- (a) Pollution; or
- (b) the cost of cleaning up, testing for, monitoring, removing, containing, treating, detoxifying or neutralising any Pollution Conditions or their effects whether or not performed by the Insured or others.

This Exclusion A2.3.7 (Pollution) will not apply if such Pollution Conditions or Pollution:

- (i) (was sudden, unintended and unexpected and occurred in its entirety at a specific time and place from one Occurrence which would otherwise give rise to liability under this Section 2 (Public & Products Liability); and
- (ii) did not occur in the USA or Canada; and
- (iii) did not relate directly or indirectly to legionella bacteria.

A2.3.8 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) the costs of recalling, replacing, repairing or removing the Insured's Products as a result of any known or suspected defect or deficiency; and
- (c) the cost of rectifying defective work.

A2.3.9 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.

A2.3.10 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 or is implied at law.

A2.3.11 Financial Loss

any Financial Loss.

A2.3.12 Personal Injury (Other than Bodily Injury)

- (a) acts committed or materials first published prior to commencement of this Policy;
- (b) acts committed after the expiry date of this Period of Insurance;
- (c) a criminal act committed by or at the direction of the Insured;
- (d) liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;

- (e) any access to or disclosure of any person's or organisation's electronically stored confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information;
- (f) libel and slander and defamation of character
 - (i) was committed in the USA, or Canada;
 - (ii) any action for damages brought against the Insured in a court of law in the USA, or Canada; other than in respect of Advertising Injury.
- (g) Advertising Injury in respect of
 - (i) any breach of a contract other than a breach of an implied contract arising from the unauthorised appropriation of advertising ideas;
 - (ii) the infringement of copyright, patent, trademark, trade secret or other intellectual property rights but this Exclusion does not apply to infringement of copyright, trade dress or slogan used in connection with goods, Products or services sold offered for sale or advertised by the Insured;
 - (iii) the 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;

- (v) any Insured whose business is:
 - a) advertising, broadcasting, publishing or telecasting;
 - b) designing or determining content of web sites for others; or
 - c) an Internet search, access, content or service provider.

For the purposes of this Exclusion A2.3.12 (Personal Injury (Other than Bodily Injury)), the placing of frames, borders or links, or advertising, for the Insured or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- (vi) any electronic chatroom or bulletin board the Insured hosts, owns, or over which the Insured exercises control;
- (vii) the unauthorised use of another's name or product in an e-mail address, domain name or meta tag, or any other similar tactics to mislead another's potential customers;
- (viii) any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information

For the avoidance of doubt, this Exclusion A2.3.12 (Personal Injury (Other than Bodily Injury)) applies to Personal Injury other than Bodily Injury.

A2.4 Additional Provisions

A2.4.1 Mixing or Blending

For the purpose of this Section 2 (Public & Products Liability) Property Damage will be deemed to include events where third party products are lost or destroyed as a direct result of their incorporation into a Composite Product and such Composite Product created or produced is immediately defective.

However, the Insurer shall not provide any cover under this Section 2 (Public & Products Liability) in respect of liability arising from:

- (a) liability that is covered elsewhere within Section 2 (Public & Products Liability) of this Policy;
- (b) any latent defect or deficiency in any Composite Product caused as a direct result of Mixing or Blending;
- (c) the mixing or blending of a Product free from defects or deficiencies with a third party product that is defective or deficient;
- (d) the incorrect mixing or blending of a Product with a third party's product(s);
- (e) any mixing or blending of a Product with a third party's product(s) where such product(s) remain separate and divisible;
- (f) any and all containers, labels, instructions and packaging materials associated with a Product or Composite Product;

- (g) an act of fraud or dishonesty by the Insured;
- (h) deliberate deviations on the part of the Insured from legal requirements, regulations, parameters or warnings by any governmental or similar empowered authority or from the written instructions, parameters or conditions issued by the manufacturer, distributor, purchaser, user or ultimate user;
- (i) non-performance, non-completion, delay, financial default or insolvency of the Insured;
- (j) any indirect loss or damage or any loss of business opportunities or damage to reputation or goodwill; or
- (k) any claim made against the Insured by any other persons entitled to indemnity under this Section 2 (Public & Products Liability) or any subsidiary or parent company of the Insured.

A2.5 Multinational Addendum

The indemnity provided by this Section 2 (Public & Products Liability) includes this Multinational Addendum and those Multinational Covers and Extensions as shown in the Policy Schedule as being operative, subject to any limitations specified under Coverage Territory within the Policy Schedule.

A2.5.1 Multinational Addendum Covers

A2.5.1.1 Public & Products Liability Master Cover

Where this Multinational Addendum applies Section 2 (Public & Products Liability) only of the Policy shall serve as the master policy of the Multinational Programme.

A2.5.1.2 Difference in Conditions

Where shown as operative within the Policy Schedule and subject to the limitation specified under Coverage Territory within the Policy Schedule, the Master Policy will provide indemnity where the terms and conditions of this Master Policy are broader than the terms and conditions of a Local Policy. However, the coverage afforded under this Master Policy shall be in accordance with all terms, conditions and limits herein and the Master Policy will only provide indemnity in respect of claims which are not payable under such Local Policies.

If permitted by applicable law, the Insurer will pay such claim directly in the specified jurisdiction. If direct payment by the Insurer is not permitted in the specified jurisdiction, the Insurer will reimburse the Insured under the Master Policy. Where the Limit of Liability of the Master Policy has been exhausted no claims payments shall be made under this A2.5.1.2 (Difference in Conditions).

A2.5.1.3 Difference in Limits

Where shown as operative within the Policy Schedule and subject to the limitation specified under Coverage Territory within the Policy Schedule, the Master Policy will provide indemnity where the Limit of Indemnity in this Master Policy exceeds the amount of indemnity payable under a Local Policy. Such indemnity will be limited to the difference between that payable under the Local Policy and the Limit of Indemnity in the Master Policy.

However, the coverage afforded under this Master Policy shall be in accordance with all terms, conditions and limits herein and this Master Policy will only provide indemnity in respect of claims following exhaustion of the applicable Local Policy limit. Where the Limit of Liability of the Master Policy has been exhausted no claims payments shall be made under this A2.5.1.3 (Difference in Limits).

If permitted by applicable law, the Insurer will pay such claim directly in the specified jurisdiction. If direct payment by the Insurer is not permitted in the specified jurisdiction, the Insurer will reimburse the Insured under the Master Policy.

A2.5.1.4 Global Coverage

In countries where no Local Policy has been issued and the Insurer has agreed to provide non-admitted cover this Master Policy will provide indemnity for claims arising in such countries. However, the coverage afforded under this Master Policy shall be in accordance with all terms, conditions and limits herein.

A2.5.1.5 Financial Interest

The Insurer will reimburse the Named Insured under the Master Policy for the amount of any International Territory Loss provided that:

- (a) any International Territory Loss shall be deemed to be a loss of the Named Insured and represent the financial interest of the Named Insured in any such loss;
- (b) any matters known to the International Entity shall be deemed to be known to the Named Insured;
- (c) the Named Insured shall procure that duties and requirements imposed under the Master Policy upon an Insured shall be complied with by the International Entity as if it were an Insured under the Master Policy;
- (d) the Named Insured shall calculate, determine and prove the International Territory Loss as and when directed by the Insurer,
 - (i) retain in its own name but at the Insurer's expense a loss adjusting expert approved by the Insurer for the purpose of determination of the International Territory Loss;
 - (ii) where permitted by the applicable local jurisdiction grant the Insurer the full right to collaborate with such loss adjuster;
 - (iii) grant the Insurer full access to any records and/or reports produced by such loss adjuster;
- (e) the Named Insured shall procure that the International Entity shall enforce any right to recovery from any third party in respect of the International Territory Loss and/or assign to the Named Insured any cause of action that the International

Entity may have against any third party arising out of the facts and circumstances which gave rise to the International Territory Loss and the Named Insured shall pay to the Insurer an amount equal to any such recovery made by the International Entity; and

- (f) the Named Insured and the International Entity have complied with any and all claims handling provisions stated in part D. Claims in the Master Policy to the satisfaction of the Insurer;
- (g) the Named Insured shall procure and confirm in writing on the Named Insured's and International Entity's behalf that the International Entity shall not make any claim on its own behalf under the Master Policy or under any other policy issued by an affiliate of the Insurer for the International Territory Loss.

For the avoidance of doubt, provisions c) to g) above are conditions precedent for the coverage under this A2.5.1.5 (Financial Interest) and any failure by the Named Insured to comply with these provisions means that the Insurer can refuse to pay any relevant claims.

Payment to the Named Insured in respect of any International Territory Loss shall, to the extent of such payment, in all circumstances discharge the Insurer from any liability or alleged liability to any other entity, whether or not named as insured in the Master Policy.

The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from operation with respect to this A2.5.1.5 (Financial Interest) and no provision of this A2.5.1.5 (Financial Interest) is enforceable by any person other than the Named Insured.

The terms of this A2.5.1.5 (Financial Interest) shall prevail in the event of conflict with any other provision of the Master Policy.

A2.5.1.6 Tax Liability

If, due to the application of local law or otherwise, the indemnity provided under A2.5.1.2 (Difference in Conditions), A2.5.1.3 (Difference in Limits) and A2.5.1.5 (Financial Interest) cannot be paid in the country where the indemnity is required and only if the indemnity payment is taxable in the country where the indemnity payment is received such compensation will be paid in a country designated by the Insured provided such payment is permissible in the latter country.

In the event of such payment the Insurer will pay the Insured the additional amount required to offset any taxes on income (which results from the requirement on the Insured to pay local taxes on income in the country of payment) which accrues because of such payment.

Any such amount shall be reduced to the extent of any reduction in taxes on income payable by the Insured is a result of local tax treatment of the compensation in the country where the claim has been made.

The total liability of the Insurer for all amounts payable under this A2.5.1.6 (Tax Liability) shall not exceed GBP100,000 including Legal Costs for all claims during the Period of Insurance.

A2.5.2 Multinational Addendum Extensions

The indemnity provided by this Multinational Addendum shall include the following extensions:

A2.5.2.1 Residual Employers' Liability

The Insurer will provide indemnity in respect of accidental Bodily Injury sustained by any Employee during the Period of Insurance and arising out of and in the course of their employment by the Insured in the Business.

This Extension A2.5.2.1 (Residual Employers' Liability) shall not apply to Bodily Injury:

- (i) for which the Insured is legally obliged to arrange insurance or security;
- (ii) sustained in any territory where a workers' compensation scheme or similar social insurance operates unless arising out of the exercise of subrogation rights against the Insured by any state social security or similar scheme;
- (iii) where indemnity is provided by any other insurance;
- (iv) for which indemnity would ordinarily be provided under Section 1 (Employers' Liability) of the Policy;
- (v) sustained in any territory in which the Insurer or its agents is able to issue a Local Policy covering such Bodily Injury to Employees;
- (vi) insured or which would ordinarily be insured under any employers', public, general or commercial general liability policy;

- (vii) sustained by any Employee whilst engaged in any Offshore Activity;

A2.5.2.2 Excess Employers' Liability

Where shown as operative within the Policy Schedule and subject to the limitation specified under Coverage Territory within the Policy Schedule and notwithstanding Exclusion A2.3.2 (Employers' Liability) of the Policy, the Insurer will provide indemnity to the Insured and no other party or parties in respect of liability for accidental Bodily Injury to any Employee arising out of and in the course of employment or engagement by the Insured in the Business, provided always that:

- (a) valid and collectable local primary policies covering Bodily Injury are maintained in force for the duration of the Period of Insurance;
- (b) this coverage only operates in excess of the amount payable under:
 - (i) any local primary policy covering Bodily Injury;
 - (ii) any other insurance held by the Insured covering the same liability;
- (c) the limit of indemnity under the local primary policy(ies) shall be not less than:
 - (i) USD1,000,000 any one event in the USA;
 - (ii) GBP500,000 any one event in all other territories; or
 - (iii) compulsory limits required by local law, if greater;

- (d) the indemnity afforded by this Extension A2.5.2.2 (Excess Employer' Liability) shall be no wider than the scope of cover granted by the local primary policies covering Bodily Injury and will not apply:
 - (i) to any deductible, excess or self- insured retention applicable thereto;
 - (ii) unless and until the insurer of the local primary policies covering Bodily Injury or any other insurance held by the Insured covering the same liability has paid or has been held liable to pay the full amount of their limit of liability; or
 - (iii) in respect of any inability of the Insured to obtain indemnity under any local primary policies covering Bodily Injury as a result of the insolvency or other financial failure of the insurer that issued the local primary policy covering Bodily Injury.
- (e) claims for such Bodily Injury are not payable by any workers' compensation scheme or other social insurance, unless they arise out of the exercise of subrogation rights by the operators of any workers' compensation scheme or social insurance, in excess of the amount applicable under sub-section b) above;
- (f) this Extension A2.5.2.2 (Excess Employer' Liability) shall not apply to Bodily Injury for which indemnity is provided under Section B1 of the Policy; or
- (g) this Extension A2.5.2.2 (Excess Employer' Liability) shall not apply to Bodily Injury arising out of and in the course of employment or engagement:

- (i) in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the Republic of Ireland;
- (ii) involving any Offshore Activity.

A2.5.2.3 Excess Automobile Liability

Where shown as operative within the Policy Schedule and subject to the limitation specified under Coverage Territory within the Policy Schedule and notwithstanding Exclusion A2.3.1 (Motor Liability) of the Policy, the Insurer will provide indemnity to the Insured and no other party or parties in respect of liability for Bodily Injury and/or Property Damage arising out of the ownership, possession or use by or on behalf of the Insured, of any Motor Vehicle in connection with the Business, provided always that:

- (a) valid and collectable local primary motor insurance policies are maintained in force for the duration of the Period of Insurance;
- (b) this coverage only operates in excess of the amount payable under:
 - (i) local primary motor insurance policies;
 - (ii) any other motor insurance held by the Insured covering the same liability;

- (c) the limit of indemnity under such primary motor insurance policies shall be not less than:
 - (i) USD2,000,000 any one Occurrence in the USA;
 - (ii) CAD2,000,000 any one Occurrence in Canada;
 - (iii) GBP1,000,000 any one Occurrence in all other territories;
 - (iv) compulsory limits required by local law, if greater;
- (d) the indemnity afforded by this Extension A2.5.2.3 (Excess Automobile Liability) shall be no wider than the scope of cover granted by the local primary motor insurance policies and will not apply:
 - (i) any deductible, excess or self- insured retention applicable thereto;
 - (ii) unless and until the insurer of the local primary motor insurance policy or any other insurance held by the Insured covering the same liability has paid or has been held liable to pay the full amount of their limit of liability;
 - (iii) in respect of any inability of the Insured to obtain indemnity under any local primary motor insurance policies as a result of the insolvency or other financial failure of the insurer that issued the local primary motor insurance policy;
- (e) the Insurer shall not be liable for Property Damage to any such Motor Vehicle or its contents;

- (f) this Extension A2.5.2.3 (Excess Automobile Liability) shall not apply to any liability arising in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, the Republic of Ireland.

A2.5.3 Multinational Addendum Definitions

The following words and expressions in bold in this A2.5 Multinational Addendum have the following meaning. These definitions are applicable solely to this A2.5 Multinational Addendum.

A2.5.3.1 Coverage Territory

The territory where Local Policies or local primary policies (A2.5.2.2 (Excess Automobile Liability) only) local primary motor insurance policies (A2.5.2.3 (Excess Employer' Liability) only) are issued to the Insured.

A2.5.3.2 Financial Services

Includes but is not limited to:

- (a) planning, administering or advising on:
 - (i) any investment, pension, annuity, savings, checking including any individual retirement plan, fund or account;
 - (ii) the issuance or withdrawal of any bond, debenture, stock or other securities;
 - (iii) the trading of securities, commodities or currencies; or
 - (iv) any acquisitions or mergers;

- (b) acting as a dividend disbursing agent, exchange agent, redemption or subscription agent, warrant or scrip agent, fiscal or paying agent, tax withholding agent, escrow agent, clearing agent, or electronic funds transfer agent;
- (c) lending, or arranging for the lending of, money, including credit card, debit card, leasing or mortgage operations or activities or interbank transfers;
- (d) repossessing of real or personal property from a borrower or acting as an assignee for the benefit of creditors;
- (e) checking or reporting of credit;
- (f) maintaining financial accounts or records;
- (g) tax planning, tax advising or the preparation of tax returns; or
- (h) selling and/or issuing travellers checks, letters of credit, certified checks, bank checks or money orders.

A2.5.3.3 Fungi/Fungus

Includes but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including moulds, rusts, mildews, smuts, and mushrooms.

A2.5.3.4 International Entity

A majority owned, direct or indirect subsidiary of the Named Insured that is located in an International Territory.

A2.5.3.5 International Territory

A territory where any International Entity cannot be insured for International Territory Loss without cover being provided by a locally licensed carrier, details of which have been declared to and accepted by the Insurer.

A2.5.3.6 International Territory Loss

- (a) the amount of the International Entity's liability net of all recoveries; and
- (b) all Legal Costs in relation to such indemnity payments that would have been payable under the Master Policy in respect of a claim or suit against an International Entity in an International Territory to the International Entity if the International Entity had been directly insured under the Master Policy. Any International Territory Loss shall be deemed to be a loss of the Named Insured and represent the financial interest of the Named Insured in any such loss.

A2.5.3.7 Local Policy

A Local Underlying Policy or a Non Programme Policy.

A2.5.3.8 Local Underlying Policy

A local policy which is issued by:

- (a) the Insurer;
- (b) an affiliate or subsidiary of the Insurer; or
- (c) a Network Partner.

and which forms part of the Multinational Programme.

A2.5.3.9 Master Policy

Section 2 (Public & Products Liability) only of the Policy (and any other terms, conditions or exclusions of this Policy which apply to Section 2 (Public & Products Liability)).

A2.5.3.10 Multinational Programme

The Public and Products liability insurance programme providing coverage based on the Master Policy and any one or more Local Underlying Policies.

A2.5.3.11 Multinational Programme Limit of Indemnity

The maximum amount the Insurer will pay under the Master Policy and any Local Underlying Policy as stated in the Policy Schedule.

A2.5.3.12 Named Insured

The first named Insured detailed in the Policy Schedule.

A2.5.3.13 Network Partner

An insurer other than the Insurer (or one of its subsidiaries or affiliated companies) which issues a Local Policy on behalf of the Insurer.

A2.5.3.14 Non-Programme Policy

A local policy agreed by the Insurer but which is issued by another insurer which does not form part of this Multinational Programme and which provides the same cover, in whole or in part, as the Master Policy.

A2.5.3.15 Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including without limitation the intention to influence any government and/or to put the public, or any section of the public, in fear.

A2.5.4 Multinational Addendum Exclusions

The following Exclusions are applicable in respect of this A2.5 Multinational Addendum.

A2.5.4.1 USA and Canada

This Master Policy shall not provide any cover or be liable to make any payment in respect of the USA or Canada:

- (a)** Under A2.5.1.2 (Difference in Conditions) of this Multinational Addendum in respect of:
 - (i) Pollution**
any liability arising out of or resulting from Pollution or Pollution Conditions;
 - (ii) Terrorism**
any liability for any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or occurrence contributing concurrently or in any other sequence to the loss.

This Exclusion A2.5.4.1 (a) (ii) also excludes any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to Terrorism.

If the Insurer alleges that by reason of this Exclusion A2.5.4.1 (a) (ii), any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this A2.5.4.1 (a) (ii) is found to be invalid or unenforceable, the remainder shall remain in full force and effect;

(iii) Fines and Punitive Damages

any fines, penalties, punitive or exemplary damages; or

(iv) 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.

(b) Under A2.5.1.2 (Difference in Conditions), A2.5.1.3 (Difference in Limits) and/or A2.5.1.4 (Global Coverage) of this A2.5 Multinational Addendum in respect of;

(i) Personal Injury

any Personal Injury arising out of humiliation, discrimination or injurious falsehood;

(ii) Financial Services

any liability caused directly or indirectly, in whole or in part from the rendering of or the failure to render Financial Services by any Insured to others;

(iii) Lead

any liability caused directly or indirectly, in whole or in part arising out of the presence, ingestion, inhalation, absorption of or exposure to lead in any form or any products containing lead;

(iv) Fungus

any liability arising from or associated with the clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part by:

- a)** any Fungus, Mould, mildew or yeast;
- b)** any Spores or toxins created or produced by or emanating from such Fungus, Mould, mildew or yeast;
- c)** any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of any Fungus, Mould, mildew or yeast; or

- d) any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbours, nurtures or acts as a medium for any Fungus, Mould, mildew, yeast, or Spores or toxins emanating there from;

(v) Securities and Financial Interest

any liability caused directly or indirectly, in whole or in part arising out of:

- a) the purchase or sale or offer of sale or solicitation or advertising of any security, debt, bank deposit or financial interest or instrument;
- b) any representations made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- c) any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

(vi) Silicosis

any liability arising directly or indirectly from any Bodily Injury or Property Damage arising out of or resulting from silicosis.

(vii) Employment Practices Liability

any liability arising from any actual or alleged:

- a) failure to hire any prospective employee or any applicant for employment;
- b) dismissal, discharge or termination of any Employee;
- c) failure to promote or advance any Employee; or
- d) employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employees, including, but not limited to:
 - i) coercion, harassment, humiliation or discrimination;
 - ii) demotion, evaluation, reassignment, discipline, or retaliation;
 - iii) libel, slander, humiliation, defamation, or invasion of privacy; or
 - iv) violation of civil rights.

This Exclusion A2.5.4.1 (USA and Canada) (b) (vii) applies:

- a) whether the Insured may be liable as an employer or in any other capacity; and
- b) To any obligation to share damages with or repay someone else who must pay damages because of such liability.

(viii) Nuclear and Radioactive Contamination

arising out of, based upon or attributable to or in any way involving, directly or indirectly:

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

(ix) Workers Compensation, Occupational Disease, Uninsured / Underinsured Motorist Coverage and Personal Injury Protection

any of the following headings of cover:

- a)** Workers Compensation;
- b)** Automobile Liability, Uninsured or Underinsured Motorist; or
- c)** Personal Injury Protection.

(x) Access or Disclosure of Confidential or Personal Information

any Personal Injury arising out of any access to or disclosure of any person's or organisation's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

For the avoidance of doubt, notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred arising out of any access to or disclosure of any person's or organisation's confidential or personal information remain excluded.

The Insurer shall not have any duty to defend any suit against the Insured seeking damages under any of the coverage restrictions listed above.

A2.5.5 Multinational Addendum Conditions

The following conditions are applicable in respect of this A2.5 (Multinational Addendum) Multinational Addendum

A2.5.5.1 Master Policy Operation

The following conditions are applicable to the Insured in respect of A2.5.1.2 (Difference in Condition) and A2.5.1.3 (Difference in Limits) only of this A2.5 Multinational Addendum:

(a) Master Policy Response

Where a Local Policy uses criteria different from those applicable to this Master Policy in determining under which Period of Insurance a claim is payable this Master Policy shall be subject to the criteria set out under the Local Policy.

A2.5.5.2 Operation of Limits

The following conditions are applicable to the Insured in respect of A2.5.1.2 (Difference in Conditions), A2.5.1.3 (Difference in Limits) and/or A2.5.1.4 (Global Coverage) only of this A2.5 (Multinational Addendum):

(a) Multinational Programme Limit of Indemnity

The Master Policy and, if applicable any Local Policy, shall operate independently, each subject to its own terms, conditions and exclusions. It is agreed that the ultimate amount payable under the Master Policy and any Local Underlying Policy issued as part of the Multinational Programme will not exceed the Multinational Programme Limit of Indemnity.

Any claims payments made under any Local Underlying Policy shall be deducted from the Multinational Programme Limit of Indemnity stated in the Policy Schedule for Section 2 (Public & Products Liability). Where the Multinational Programme Limit of Liability is exhausted and if a Local Underlying Policy remains in force and a payment is required to be made under such Local Underlying Policy the Insured shall reimburse the Insurer for any such payments or expenses incurred.

(b) Local Policy Exhaustion and Sub-Limits

Payments made under the Multinational Programme Limit of Indemnity shall be deemed to first apply toward exhaustion of the limits of indemnity of any Local Underlying Policy.

The Master Policy shall continue in force as primary insurance only upon the exhaustion of the Local Policy

limits and subject to application of the relevant Deductible applying under Section 2 (Public & Products Liability) of the Policy. In the event of partial exhaustion of a Local Policy this Policy will pay excess of the Local Policy limit.

Indemnity under A2.5.1.3 (Difference in Limits) of this Multinational Addendum shall not apply:

- (i) until the Local Policy has paid or has agreed to pay their full limit of indemnity;
- (ii) in excess of any inner limit of indemnity applicable under the Local Policy;

A2.5.5.3 Deductible Operation

The following condition is applicable to the Insured in respect of this A2.5 Multinational Addendum:

- (a) Where a deductible has been paid under a Local Underlying Policy the Master Policy Deductible shall not apply.

A2.5.5.4 Multinational Terms and Conditions

The following conditions are applicable to the Insured in respect of A2.5.1.2 (Difference in Condition) and A2.5.1.3 (Difference in Limits) only of this A2.5 Multinational Addendum:

(a) Maintenance of Local Policies

All Local Policies in force at the inception of the Master Policy will be maintained in full force and effect during the Period of Insurance of this Master Policy and any renewals or replacements of such Local Policies will provide cover which is not more restrictive than the current coverage.

The Master Policy will not apply to change in the scope of cover of any Local Policy unless specifically agreed to in writing by the Insurer and endorsed hereunder.

(b) Terms which are broader in any integrated Local Policy

Coverage under the Master Policy is not extended to any coverage provided by the Local Policy that is not otherwise provided by the Master Policy under any Reverse Difference in Conditions or similar provision unless specifically agreed to in writing by the Insurer and endorsed hereon.

(c) Insolvency of Local Insurer

No cover is provided in respect of any inability of the Insured to obtain indemnity under any Local Policy as a result of the insolvency or other financial failure of the insurer that issued the Local Policy unless such policy was issued by an affiliate or subsidiary of the Insurer or a Network Partner.

(d) Cancellation of Master Policy

Notwithstanding General Provision E9 (Cancellation) of this Policy, in the event the Master Policy is cancelled by the Insured, where legally permissible, all Local Policies under this Multinational Programme shall be automatically cancelled concurrently with the cancellation of this A2.5 Master Policy.

(e) Observance

The Insured must comply with the terms and conditions of the Local Policy.

The following condition is applicable to the Insured in respect of this Multinational Addendum:

(f) Multinational Addendum Currency

The currency which applies under this A2.5 Multinational Addendum is GBP (Great Britain Pound Sterling) unless stated otherwise in the Policy Schedule. Where currency conversion is required under this A2.5 (Multinational Addendum) currency and any other currency

- (i)** In respect of premiums payable the exchange rate will be that published by the Financial Times London at the inception date and any subsequent renewal date of the Period of Insurance stated in the Policy Schedule;
- (ii)** In respect of any claim payment the exchange rate will be that published by the Financial Times London at the time of settlement of such claim payment.

Section 3 – Product Recall

This Section details what Product Recall Costs are covered by the Insurer subject to the terms and conditions of this Policy and any additional terms and conditions applicable to this Section 3 (Product Recall).

A3.1 Cover

A3.1.1 Insuring Agreement

The Insurer will reimburse the Insured for Product Recall Costs incurred as a direct result of a Product Recall first occurring during the Period of Insurance.

Any Product Recall reported up to thirty (30) days after the expiry of the Period of Insurance but which first commenced during 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 Policy Schedule.

The liability of the Insurer is limited to Product Recall Costs incurred within the twelve (12) month period immediately after the commencement of the Product Recall.

A3.1.2 Limit of Indemnity

The Limit of Indemnity stated in the Policy Schedule for this Section 3 (Product Recall) 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 Policy Schedule applicable to this Section.

A3.2 Additional Definitions

The following words and expressions in bold in this Section 3 (Product Recall) have the following meaning. These definitions are applicable solely to this Section 3 (Product Recall).

A3.2.1 Governmental Recall

- (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.

A3.2.2 Product Recall

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
 - (iii)** 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 three hundred and sixty (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.

A3.2.3 Product Recall Costs

reasonable and necessary costs and expenses incurred within the twelve month period immediately after the commencement of a Product Recall:

- (a)** by the Insured or by the Insured's Product distributors for which the Insured is legally liable for the purpose of executing a Product Recall, including reasonable costs incurred to destroy affected Products;
- (b)** by the Insured for the purpose or restoring any recalled Product to merchantable quality or replacing any recalled Product that has been destroyed, is unfit for sale or for its original use, with a product of similar value; or
- (c)** by the Insured for product safety, security or public relations consultants or advisers 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 Costs (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 reasonable costs the Insured would have incurred in recalling the aforementioned customer's products.

A3.3 Exclusions

The following Exclusions are applicable in respect of this Section 3 (Product Recall).

The Insurer shall not provide any cover under this Section 3 (Product Recall) for Product Recall Costs arising from:

A3.3.1 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.

A3.3.2 Product Procedure Failure

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

A3.3.3 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 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 in respect of 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.

A3.3.4 Design Costs

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

A3.3.5 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.

A3.3.6 Shelf life

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

A3.3.7 Land Lawn Crops and Livestock

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

A3.3.8 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.

A3.3.9 Vehicles/Aircraft

the 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 Products which are incorporated into any automobile, motorcycle, bus or truck or any craft made or intended to be airborne.

A3.3.10 Illegal Acts

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

A3.3.11 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 any 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 resulted or are reasonably likely to result in such deviation or defect and the Insured has failed to take reasonable corrective action; or
- (c) the Insured could have reasonably expected to produce a claim under this Section.

A3.3.12 Emotional Distress

mental injury, mental anguish, nervous shock or emotional distress.

A3.3.13 Competitors' Products

a product of a competitor that is similar to the Products or arising out of a recall of any competitor's product that is similar to the Products.

A3.3.14 Changes in Tastes

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

A3.3.15 Supply of Incorrect Product

the supply or delivery by the Insured of an incorrect Product.

A3.3.16 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.

A3.3.17 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.

A3.3.18 Other Insurance

any loss which the Insured is entitled to indemnity under any other Product Recall insurance.

A3.4 Additional Provisions**A3.4.1 Particulars of Costs - Section 3 (Product Recall)**

The Insured will submit to the Insurer within ten (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 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 twelve (12) months after the commencement of the Product Recall.

A3.4.2 Cross Liabilities

General Provision E6 (Cross Liabilities) does not apply to this Section.

A3.4.3 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.

Section 4 – Employment Related Accident Benefits (ERAB)

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 4 (ERAB).

A4.1 Cover

A4.1.1 Insuring Agreement

If during the Period of Insurance an Insured Person suffers an accident which:

- (a) within two years of the date of the accident is the sole cause of death, disablement or Burns (as more fully described in Items 1 – 6 below); and
- (b) in the Insurer’s reasonable opinion would be indemnified under Section 1 (Employers’ Liability) in the event of a claim,

the Insurer will, upon notification of such injury to the Insurer, pay to the Insured the relevant Sum Insured stated in A4.1.2 (Schedule of Benefits) below.

A4.1.2 Schedule of Benefits

Benefits:		Benefits: GBP Sum Insured
Item 1	Death	25,000
Item 2	Permanent Total Disablement from any occupation	25,000
Item 3	Permanent Loss of Limb, Loss of Sight or Loss of Hearing	25,000
Item 4	Loss of one eye, one hand or foot, or loss of speech	12,500
Item 5	Full thickness Burns over more than 27% of the body	5,000
Item 6	Complete loss of all fingers on one hand or loss of toes on one foot	2,500

A4.1.3 Limitation of Benefits

(a) Insured Person Limit

The maximum amount the Insurer will pay to the Insured in respect of items 1-6 of A4.1.2 (Schedule of Benefits) inclusive arising out of any one claim shall not exceed GBP 25,000 for each Insured Person irrespective of how many benefits might be applicable.

(b) Aggregate Limit

The maximum amount the Insurer will pay to the Insured under this Section 4 (ERAB) caused by or consequent upon the same original circumstance is GBP 250,000 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.

A4.2 Additional Definitions

The following words and expressions in bold in this Section 4 (ERAB) have the following meaning. These definitions are applicable solely to this Section 4 (ERAB).

A4.2.1 Insured Person

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

A4.2.2 Burns

2nd or 3rd degree full-thickness burns.

A4.2.3 Loss of Limb

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.

A4.2.4 Loss of Hearing

total and permanent loss of hearing.

A4.2.5 Loss of Sight

permanent and total loss of sight:

- (a) 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

- (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

A4.2.6 Loss of Speech

total and permanent loss of speech.

A4.2.7 Permanent Total Disablement

disablement which causes the Insured Person:

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

A4.2.8 Sum Insured

the amounts shown in the Schedule of Benefits applicable to this Section 4 (ERAB) in A4.1.2.

A4.3 Exclusions

The following Exclusions are applicable in respect of this Section 4 (ERAB).

The Insurer shall not provide any cover or pay any benefit under this Section 4 (ERAB) arising from:

A4.3.1 Flying Risks

piloting, navigating or otherwise travelling in or on any craft made or intended to be airborne.

A4.3.2 Suicide and Intentional Harm

suicide, attempted suicide or any intentional self-injury.

A4.3.3 Illness and Disease

illness and disease which does not result directly from Items 1-6 of A4.1.2 (Schedule of Benefits).

A4.3.4 Natural Conditions

any naturally occurring condition or degenerative process.

A4.4 Additional Provisions

A4.4.1 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.

A4.4.2 Severe Weather Conditions

Cover under this Section 4 (ERAB) is deemed to include death or disablement resulting from exposure to severe weather conditions.

A4.4.3 Interest on Benefits

The Insurer will not pay interest on any benefit payable.

A4.4.4 Medical Examinations (Items 2-6 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 and such medical examinations will be at the expense of the Insurer.

Section 5 – Crisis Containment

Please read the Policy Schedule to see if this Section is operative.

This Section 5 (Crisis Containment) details what Crisis Containment fees and costs are covered by the Insurer subject to the terms and conditions of this Policy and any additional terms and conditions applicable to this Section 5 (Crisis Containment).

A5.1 Cover

A5.1.1 Insuring Agreement

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

A5.1.2 Limit of Indemnity

The Limit of Indemnity stated in the Policy 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 Crises during any one Period of Insurance subject otherwise to the Co-Insurance as stated in the Policy Schedule applicable to this Section 5 (Crisis Containment).

A5.2 Additional Definitions

The following words and expressions in bold in this Section 5 (Crisis Containment) have the following meaning. These definitions are applicable solely to this Section 5 (Crisis Containment).

A5.2.1 Crisis

any decisive, unstable or crucial time in the Insured's affairs or Business which results from an event under Section 1 (Employers' Liability) or an Occurrence under Section 2 (Public & Products Liability) 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 shareholding within a forty-eight (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.

A5.2.2 Crisis Consultant

the independent consultant appointed by the Insurer for use in connection with a Crisis.

A5.2.3 Crisis Coverage Period

the period commencing when the Crisis is first reported to the Insurer and ending thirty (30) days thereafter.

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.

A5.3 Exclusions

The following Exclusions are applicable in respect of this Section 5 (Crisis Containment).

The Insurer shall not provide any cover under this Section 5 (Crisis Containment) for any fees and costs arising from:

A5.3.1 Industry Changes

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

A5.3.2 Economic/Social Changes

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

A5.3.3 Fraudulent Acts

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

A5.3.4 Third Party Claims

any claim for injury or damage made by a third party arising out of or in connection with any Crisis and any related Legal Proceedings.

A5.3.5 Intentional Regulatory Violations

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

- (a) in connection with the manufacture, sale or distribution of any Products; or
- (b) 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
- (c) in connection with any services rendered by the Insured.

A5.3.6 Costs of Proceedings

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

A5.3.7 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:

- (a) intentionally false, fraudulent; and
- (b) 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
- (c) made solely to achieve a political, propaganda or coercive effect upon or at the expense of the Insured's senior executive.

A5.3.8 Market Events

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

A5.4 Additional Provisions

A5.4.1 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 in the Policy Schedule 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 or social media and relates to the Crisis must be reported to the Insurer within twenty-four (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 forty-eight (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 UK Claims Manager, American International Group UK 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.

A5.4.2. 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 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 5 (Crisis Containment) 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 thirty (30) days after such effective date.

Section 6 – Clean-Up Costs

This Section 6 (Clean-Up Costs) is only operative if Section 2 (Public & Products Liability) is covered in the Policy Schedule. This Section 6 (Clean-Up Costs) details what Clean-Up Costs are covered by the Insurer subject to the terms and conditions of this Policy and any additional terms and conditions applicable to this Section 6 (Clean-Up Costs).

A6.1 Cover

A6.1.1 Insuring Agreement

The Insurer will 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.

A6.1.2 Limit of Indemnity

The Limit of Indemnity stated in the Policy Schedule for this Section 6 (Clean-Up Costs) is the maximum amount payable per incident and in the aggregate for all incidents during any one Period of Insurance.

A6.2 Additional Definitions

The following words and expressions in bold in this Section 6 (Clean-Up Costs) have the following meaning. These definitions are applicable solely to this Section 6 (Clean-Up Costs).

A6.2.1 Clean-Up Costs

Clean-Up Costs means reasonable and necessary expenses for the investigation, removal, remediation including but not limited to associated monitoring, or disposal of soil, surface water, groundwater or other contamination in, on or under property that is neither owned by, or in the care, custody or control of, the Insured:

- (a) to the extent required by Environmental Laws; or
- (b) that have been actually incurred by any governmental or statutory body or agency, or by a person other than the Insured.

Clean-Up Costs include Restoration Costs.

A6.2.2 Environmental Laws

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.

A6.2.3 Restoration Costs

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.

A6.3 Exclusions

The following Exclusions are applicable in respect of this Section 6 (Clean-Up Costs).

The Insurer shall not provide cover under this Section 6 (Clean-Up Costs) in respect of liability arising from:

A6.3.1 Integrated Pollution Prevention

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 Laws.

A6.3.2 Redevelopment or Planning Requirement

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

A6.3.3 Other Insurance

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

A6.3.4 Underground Storage Tank

use ownership or maintenance of an underground storage tank. For the purposes of this Exclusion, an underground storage tank means any tank, including fuel or bulk storage tanks, that has at least ten (10) percent of its volume below ground and any underground piping connected thereto. For the avoidance of doubt, oil / water interceptors are not considered to be underground storage tanks.

A6.3.5 Lead

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.

A6.3.6 Trade Exclusions

Offshore Activity, Underground Resources Equipment, pipelines or any form of construction, demolition or remediation activities.

A6.3.7 Transportation

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
- (e) beyond the boundaries of the property of the Insured.

A6.3.8 Material Change in Use

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.

A6.3.9 Prior Occurrences

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. This exclusion applies notwithstanding the remedies for material non-disclosure provided for in the Insurance Act 2015.

A6.3.10 Terrorism

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.

A6.3.11 Non-compliance

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.



A6.3.12 Internal Expenses

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 consent of the Insurer in its sole discretion.

A6.3.13 Insured vs. Insured

a claim by any Insured against any other person or entity who is also an Insured under this Policy.

A6.3.14 Microbial Matter

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.

A6.3.15 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.

A6.3.16 Policy Territory

Pollution Conditions taking place outside the European Economic Area.

A6.3.17 Biodiversity

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

A6.4 Additional Provisions**A6.4.1 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 date of the loss and circumstances by which the Insured first became aware of the loss or 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.

A6.4.2 Environmental Conditions

The Insured shall 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 Limit of Indemnity applicable to this Section.

B. GENERAL DEFINITIONS

The following words and expressions in bold in this Policy have the following meaning. There may be additional definitions under individual coverage Sections applicable solely to those Sections.

B1 Adjustment Formula

the formula agreed by the Insurer and the Insured for adjusting the Premium.

B2 Advertising Injury

- (a) libel, slander, plagiarism or defamation in respect of any oral or written publication of material;
- (b) infringement of intellectual property rights other than copyright, patent or trade secret;
- (c) piracy, unfair competition or idea misappropriation under an implied contract; or
- (d) any invasion of the rights of privacy in respect of any oral or written publication of material

committed or alleged to have been committed during the Period of Insurance 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 which is neither expected nor intended by the Insured.

B3 Bodily Injury

- (a) physical injury, death, disease, illness; and
- (b) resultant mental injury, mental anguish or nervous shock.

B4 Business

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.

B5 Co-Insurance

the percentage of a claim under this Policy made by the Insured as detailed in the Policy Schedule which is not covered by the Insurer and which reduces the Limit of Indemnity.

B6 Composite Product

a product, created or produced as a direct result of Mixing or Blending, and which is not owned by or in the possession of the Insured.

B7 Criminal Legal Expenses

all reasonable costs and expenses incurred with the prior written consent of the Insurer in the defence of any criminal proceedings or in any appeal against a conviction arising from such proceedings.

B8 Deductible

the amount for which the Insured is not covered by the Insurer as detailed in the Policy Schedule and which reduces the Limit of Indemnity.

B9 Employee

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 (including any person trading as a one-man limited company), 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.

B10 Endorsement

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



New



Enhanced



Highlight (an existing coverage point)



General Information

B11 Financial Loss

any pecuniary loss, cost or expense that is not in respect of:

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

B12 Hostile Fire

one which becomes uncontrollable or breaks out from where it was intended to be.

B13 Insurer

American International Group UK Limited.

B14 Insured

the party detailed in the Policy Schedule.

B15 Legal Costs

all reasonable costs and expenses:

- (a) incurred by the Insured with the Insurer's prior written consent;
- (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;

(c) incurred by the Insured with the Insurer's prior written consent, 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;
- (ii) at any coroner's inquest or fatal injury inquiry or similar hearing;
- (iii) at any arbitration or conciliation hearings;
- (iv) at any pre-trial conference;
- (d) otherwise incurred with the prior written consent of the Insurer and payable pursuant to the terms of any applicable Extension to this Policy.

B16 Legal Proceedings

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

B17 Limit of Indemnity

the amounts detailed in the Policy Schedule or otherwise stated in a Section or Extension.

B18 Minimum Premium

the minimum amount of premium required as detailed in the Policy Schedule.

B19 Mixing or Blending

the mixing or blending of any defective or deficient Product with any one or more third party product for the purposes of creating a Composite Product.

B20 Motor Vehicle

any mechanically propelled vehicle, trailer, semi-trailer or agricultural implement which belongs to the Insured but not including steam-driven vehicles.

B21 Occurrence

act committed, accident, event or all acts committed, accidents, events of a series consequent on or attributable to one source or original cause which is neither expected nor intended by the Insured.

For the purposes of Section 5 (Crisis Containment) only, Occurrence shall also mean an Occurrence which during the Period of Insurance results in:

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

B22 Offshore Activity

activity in or on any offshore rig or platform or floating production storage and offloading unit including transport to and from such rig, platform or unit until disembarkation on to

land from such rig, platform or unit.

B23 Period of Insurance

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.

B24 Personal Injury

- (a) Bodily Injury;
- (b) Advertising Injury;
- (c) 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, committed during the Period of Insurance;
- (d) assault by an Employee for the sole purposes of preventing or eliminating danger to persons or tangible property committed during the Period of Insurance.

B25 Policy

this policy and the Policy Schedule together with all Endorsements.

B26 Policy Territory

- (a)** for the purposes of Section 1 (Employers' Liability) Policy Territory means:
- (i)** 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
 - (ii)** 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.
- (b)** for the purposes of Section 2 (Public & Products Liability) Policy Territory means worldwide, subject to any applicable Endorsement or Exclusion to this Policy.

B27 Pollution

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

B28 Pollution Conditions

the actual discharge, dispersal, seepage, migration, 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.

B29 Premium

the premium detailed in the Policy Schedule and any Endorsement.

B30 Product

- (a)** 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.

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

B31 Products Financial Loss

Financial Loss resulting from the defective or harmful condition of Products (or any part thereof) or their failure to perform the function for which they were supplied by the Insured.

B32 Property Damage

physical damage to, loss of or destruction of tangible property including losses arising directly therefrom.

B33 Retroactive Date

The date detailed in the Policy Schedule.

B34 Underground Resources

- (a) oil, gas, water; or
- (b) any other substance or material, which has not been reduced to physical possession above the surface of the earth or any body of water.

B35 Underground Resources Equipment

- (a) any well, hole, bore, shaft, pipeline, formation, stratum, reservoir or area in or through which exploration for or production of any substance is carried on;
- (b) any casing, pipe, collar, bit, tool, pump or other drilling or well servicing machinery or equipment located in any such well, hole, bore or shaft beneath the surface of the earth or any body of water.

B36 USA

The United States of America, its territories and possessions.

B37 Vendor

The entity to whom the Insured's Products are first supplied/distributed (and no other entity).

C. GENERAL EXCLUSIONS

The following Exclusions are applicable in respect of the whole Policy. There are additional Exclusions applicable in respect of the individual Sections.

The Insurer shall not provide any cover or be liable to make any payment under this Policy:

C1 Asbestos

arising out of, based upon or attributable to or in any way involving, directly or indirectly, asbestos or materials containing asbestos. This Exclusion does not apply to Section 1 (Employers' Liability).

C2 War

as a consequence of war, invasion, act of a foreign enemy, hostilities (whether war been declared or not), civil war, rebellion, revolution, insurrection, invasion or military or usurped power. This Exclusion does not apply to Section 1 (Employers' Liability).

C3 Nuclear and Radioactive Contamination

arising out of, based upon or attributable to or in any way involving, directly or indirectly:

- (a) any ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
- (b) 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. This Exclusion does not apply to Section 1 (Employers' Liability).

C4 Fines and Penalties

arising out of, based upon or attributable to any liquidated damages, civil or criminal fines or penalties.

D. CLAIMS

The following claims conditions and procedures are applicable to the Insured in respect of the whole Policy, subject to any express claims conditions and procedures stated in the any Section.

D1 Mitigation

As soon as the Insured becomes aware of a claim, event, incident, circumstance, Occurrence or 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.

D2 Notification

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

- (a) as soon as possible report details of such event, incident, circumstance or Occurrence to the Insurer in writing;
- (b) immediately notify the Insurer of any impending prosecution, inquest, fatal injury or civil proceedings;
- (c) immediately notify and forward to the Insurer all claims or notifications of an intention to claim received by the Insured including all other documents received or served; and

- (d) as soon as possible 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 within the Policy Schedule.

D3 Notification– Claims Made Cover

- (a) Where the cover provided under this Policy is in respect of claims first made against the Insured during the Period of Insurance the Insured shall provide written notice to the Insurer of any claim made against the Insured as soon as practicable and, in any event, no later than thirty (30) days after the end of the Period of Insurance.
- (b) If during the Period of Insurance, the Insured becomes aware of circumstances which may reasonably be expected to give rise to a claim under any of the claims made covers, the Insured shall during the Policy Period report the circumstances in writing to the Insurer. If in doing so, the Insured provides:



- (i) the reasons for anticipating the claim, and
 - (ii) full particulars as to dates, acts and persons involved;
- then any claim which is subsequently made against an Insured and reported in writing to the Insurer arising out of, based upon or attributable to such circumstances shall be considered first made against the Insured and reported to the Insurer at the time the facts or circumstances were first reported, if accepted by the Insurer.

D4 Notification of Claims - Accidental Discovery of Asbestos

As a condition precedent to the liability of the Insurer under this Policy, in the event of the unexpected discovery of asbestos which may give rise to a claim under Optional Extension A2.2.14.1 (Asbestos (Accidental Discovery)), the Insured shall report full details of such discovery in writing to the Insurer as soon as reasonably practicable and in any event within thirty (30) days from the date of the unexpected discovery of asbestos.

D5 Control of Claims

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

- (b) The Insurer does not assume any duty to defend, and the Insured shall defend and contest any claim made against them unless the Insurer, in its sole and absolute discretion, elects in writing to take over and conduct the defence and settlement of any claim. If the Insurer does not so elect, it shall be entitled, but not required, to participate fully in such defence and the negotiation of any settlement that involves or appears reasonably likely to involve the Insurer making a payment under this Policy.

D6 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 D7 (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.

D7 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 prejudice this right save that the Insured shall not be in breach of this Condition D7 (Recovery on Payment) by virtue of any limitation of, waiver of or release from liability of any third party pursuant to a contract provided that such limitation, waiver or release was agreed by the Insured prior to the loss and in the normal course of business.

D8 Fraudulent Claims

If any Insured shall make a fraudulent claim under this Policy, the Insurer:

- (a) is not liable to pay any part of the claim;
- (b) may recover from that Insured any sums already paid to or on behalf of that Insured in respect of the claim; and
- (c) may, by notice to that Insured, treat this Policy as having been terminated with effect from the date of the fraudulent act, in which case the Insurer is not liable for any relevant event occurring after that date and is entitled to receive and retain the full Premium.

E. GENERAL PROVISIONS

The following Provisions are applicable to the Insured in respect of the whole Policy. There may be additional Provisions in the individual coverage Sections relating to those Sections.

E1 Duty of Disclosure

E1.1 Fair presentation

Prior to the commencement of this Policy, and/or a variation of this Policy, the Insured will make a fair presentation of the risk to be insured under this Policy. A fair presentation of the risk is one:

- (a) (i) which discloses every material circumstance that the Information Holders know or ought to know; or
- (ii) failing that which gives the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

For the purposes of this clause the Information Holders ought to know what should reasonably have been revealed by a reasonable search of information available to the Insured, including information held by the Insured's agents or by those for whom cover is provided by this Policy; and an Information Holder is deemed to know any circumstance which he suspected, and would have known but for deliberately refraining from confirming or enquiring about it);

- (a) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- (b) in which every material representation:
 - (i) as to a matter of fact, is substantially correct;
 - (ii) as to a matter of expectation or belief, is made in good faith.

For the purposes of this clause the "Information Holders" consist of those who participate on behalf of the Insured in the process of procuring the Insured's insurance together with

- (A) (if the Insured is an individual) the Insured;
- (B) (in all other cases) the individuals who are part of the Insured's senior management.

E1.2 Remedies for breach of duty

If paragraph E1.1 of this clause is breached and, but for the breach, the Insurer

- (a) would not have entered into the Policy or
- (b) would have done so only on different terms the Insurer will have remedies as against the Insured as follows:
 - (a) The Insurer may avoid the Policy and refuse all claims if:
 - (i) the breach is deliberate or reckless, in which event the Insurer may retain the premium paid; or
 - (ii) but for the breach the Insurer's underwriter would not have entered into the Policy on any terms, in which event the Insurer shall return the Premium.

- (b) In all other cases:
- (i) where the Insurer's underwriter would have charged more premium, any amounts payable by the Insurer will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have been charged to assume that risk (the "Reference Premium"); and in addition

where the Insured's underwriter would have written the risk on different terms (other than in relation to premium), the Policy is to be treated as if it had been entered into on those terms.

E2 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.

E3 Observance

Where a party other than the Insured is to be indemnified under this Policy, such party shall as though they were the Insured observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply.

It is the Insured's 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.

Unless otherwise expressly stated in this Policy, if the Insured or any other party to be indemnified under this Policy shall fail to observe the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured and, as a result of that failure, the Insurer shall be prejudiced such that the amount payable by way of indemnity under this Policy shall be increased beyond the amount that would have been payable had the Insured or such other party observed the terms of this Policy, then the Insurer shall, without prejudice to any of the Insurer's other rights, be entitled to decline to pay the amount of such increase.

E4 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;



The Insurer shall inform the Insured of 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 the required 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:

- (A) the Insured fails to implement the required risk improvements within the specified timeframe, or
- (B) the risk improvements are incapable of being implemented,

the Insurer shall have the right to cancel this Policy in accordance with General Provision E9 (Cancellation).

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.

E5 Limit of Indemnity

A Limit of Indemnity is the maximum amount payable by the Insurer to the Insured under a Section or Extension including interest subject to the application of any Deductible or Co-Insurance. The Limit of Indemnity is reduced by Co-insurance or the Deductible. If there is more than one Insured covered by this Policy or a Section, the applicable Limit of Indemnity will apply to all of the Insureds. A claim by one of the Insureds will reduce the applicable Limit of Indemnity for all of the Insureds.

The total amount of indemnity under this Policy shall not exceed the Limits of Indemnity specified in the Policy Schedule. All claims will reduce the Limits of Indemnity regardless of who brings them.

E6 Cross Liabilities

Where the Insured consists 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 Limit of Indemnity.

E7 Alteration of Risk

Subject to Extension A2.2.12 (Joint Ventures) or A5.4.1 (Changes in risk during the Period of Insurance), 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 material change to the Business or any material information already provided, the Insurer reserves the right to change the terms and conditions of the Policy, 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.

E8 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.

E9 Cancellation

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

The Insurer will remain liable for all claims arising from an Occurrence having taken place prior to cancellation or, where cover is provided on a Claims Made basis, for claims made prior to cancellation.

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.

E10 Other Insurance

Unless otherwise expressly stated, 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.

E11 Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by Section 1 (Employers' Liability) 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.



E12 Sanctions Limitation

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or USA.

E13 Assignment

Neither this Policy nor any right hereunder may be assigned without the prior written consent of the Insurer.

E14 Contracts (Rights of Third Parties) Act 1999

Nothing in this policy is intended to confer a directly enforceable benefit on any third party other than an Insured, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

E15 Governing Law

This Policy and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the law of England and Wales (or, if the Insured's Address is in Scotland, Scottish law; or if the Insured's Address is in Northern Ireland, Northern Irish law). The parties irrevocably agree that the courts of England and Wales (or, if the Insured's

Address is in Scotland, Scotland; or, if the Insured's Address is in Northern Ireland, Northern Ireland) shall have exclusive jurisdiction to settle any such dispute and shall comply with all requirements necessary to give such court jurisdiction.

E16 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.

E17 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 USA 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, American International Group UK 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.

E18 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.

E19 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

10th Floor

Beaufort House

15 St Botolph Street

London EC3A 7QU

Telephone: 0800 678 1100 (**Freephone**) or 020 7741 4100

www.fscs.org.uk/

E20 Commercial Lines Complaint Procedure (UK only)

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

Claims related complaints:

Write to: Claims Manager, Commercial Lines, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG, United Kingdom

Call: +44 (0)208 681 2556

Online: www.aig.co.uk/your-feedback

All other complaints:

Write to: Customer Relations, AIG Europe Limited, The AIG Building, 2-8 Altyre Road, Croydon, CR9 2LG, United Kingdom

Call: 0800 012 1301 or +44 (0)20 8649 6666 (if calling from overseas)

Email: uk.customer.relations@aig.com

Online: <http://www.aig.co.uk/your-feedback>

We take all customer complaints seriously and we have established the following complaint procedure to resolve your concerns quickly, fairly and by the appropriate department.

Step 1: Within three business days of receiving your complaint:

In the first instance we would encourage you to contact the department you are unhappy with. Members of staff are empowered to support you and will aim to resolve your concerns within three business days, following receipt of your complaint. A written summary resolution communication will be provided to you if the complaint is resolved to your satisfaction.

Step 2: If your complaint cannot be resolved within three business days:

We will send you an acknowledgement letter to explain that your complaint has been escalated to the Customer Relations Unit who will appoint a dedicated Complaint Manager to support you, keep you informed of progress and provide one of the following within 8-weeks:

- A final response letter explaining the outcome of our investigation, the reason for it and the next steps; or
- A holding letter confirming when we anticipate we will have concluded our investigation.

Step 3: Referring to the Financial Ombudsman Service:

After receiving our final response or if we have been unable to conclude our investigation within 8 weeks, you may be able to refer your complaint to the Financial Ombudsman Service. We will provide full details of how to do this in our final response or holding letter. The Financial Ombudsman

Service can be contacted as follows:

In writing: Financial Ombudsman Service,
Exchange Tower,
London E14 9SR

Telephone: 0800 023 4567 or 0300 123 9123

E-mail: complaint.info@financial-ombudsman.org.uk

Online: www.financial-ombudsman.org.uk

The Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first, or if you are:

- a business with more than 10 employees and a group annual turnover of more than €2 million; or
- a trustee of a trust with a net asset value of more than £1 million; or
- a charity with an annual income of more than £1 million.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission's Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/consumers/odr/>

Following this complaint procedure does not affect your rights to take legal action. Calls may be recorded for quality, training and monitoring purposes.



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Additional information about AIG can be found at www.aig.com and www.aig.com/strategyupdate | YouTube: www.youtube.com/aig | Twitter: @AIGinsurance | LinkedIn: <http://www.linkedin.com/company/aig>.

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