



Mitsui Sumitomo Insurance

**Public/Products
Policy of Insurance**

PUBLIC/PRODUCTS LIABILITY

POLICY OF INSURANCE

MSI Corporate Capital Limited as the Underwriting Member of MIT Syndicate 3210 at Lloyd's hereinafter referred to as 'the Underwriter' in consideration of the payment to it by or on behalf of the Assured of the Premium specified in the Schedule to insure against loss including but not limited to associated expenses specified herein to the extent and in the manner provided in this Policy

Alterations in the insurance required after the issue of the Policy and the Schedule will be confirmed by endorsement or a revised Schedule issued in substitution for the original Schedule

The Underwriters and the Assured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Assured shall be incorporated in and form part of this Policy

The Underwriters will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Assured shall pay and the Underwriters shall agree to accept the premium

Signed:



Authorised Underwriter on behalf of MIT Syndicate 3210 at Lloyd's

DEFINITIONS

1 Employee

Employee shall mean

- any person under a contract of service or apprenticeship with the Assured
- any labour master or labour only sub-contractor or persons supplied by them
- self employed persons engaged by the Assured
- persons engaged by the Assured under work experience training study or similar schemes
- any person hired to borrowed by or supplied to the Assured from any other employer
- persons on secondment to the Assured from the Assured's parent subsidiary or associated companies outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
- voluntary workers for the Assured
- outworkers and home workers for the Assured
- any prospective employee who is being assessed by the Assured as to his or her suitability for employment

2 Assured

Assured shall mean

- the named Assured in the Schedule to this Policy
- legal or personal representatives of the Assured in respect of legal liability incurred by the Assured

Indemnity shall also be provided to the following parties but only at the request of the Assured

- any director or partner of the Assured
- any Employee
- lessors where such lessors are required in contract to be indemnified in respect of property plant or equipment leased to the Assured
- the officers members committee and voluntary helpers of the Assured's canteen and welfare organisations in their respective capacities as such
- the officers and members of the Assured's security rescue first aid fire and ambulance services in their respective capacities as such
- the officers members committee voluntary helpers and guests of the Assured's sports and social organisations in their respective capacities as such
- any director or partner or executive of the Assured in respect of private work undertaken by any Employee for a director partner or executive of the Assured
- the officers or members of the Assured's medical organisation other than any doctor surgeon or dentist while working in a professional capacity

always provided such parties requiring indemnity shall observe fulfil and be subject to the terms Conditions and Exclusions of this Policy

3 Business

Business shall mean

The business of the Assured as advised to the Underwriters at the inception of the Policy and prior to any subsequent renewal which shall include

- engagement of subcontractors for performance of work on behalf of the Assured
- organisation of and participation in exhibitions trade fairs conferences and the like
- property owners lessors and lessees including repair refurbishment and maintenance of such property
- provision and management of canteen social sports welfare medical facilities fire first aid rescue and ambulance services principally in connection with but not limited to the operations of the Assured
- provision of nursery crèche or baby care facilities where incidental to the Business
- private work undertaken by any Employee for any director or partner or executive of the Assured
- security organisations for the benefit of the Assured
- the organisation or sponsorship of charitable events or similar fund raising activities
- sponsorship of events organisations entities and individuals
- repair maintenance and servicing of own mechanically propelled vehicles
- sale or disposal of own property and goods including owned mechanically propelled vehicles
- provision of gifts and promotional material incidental to the Business

4 Injury

Injury shall mean

- bodily injury death disease illness (which shall include mental anguish shock)
- false arrest false detention false imprisonment wrongful eviction malicious prosecution invasion of right of privacy
- libel slander defamation of character deceit or injurious falsehood
- damage or distress in respect of any claims brought under Sections 22 or 23 of the Data Protection Act 1984 or similar or amending legislation

5 Property Damage

Property Damage shall mean loss of or damage to material property

6 Products

4 MSI – PL/Prods Policy 07/07

Products shall mean goods or products (after they have ceased to be in the possession or under the control of the Assured) manufactured constructed repaired serviced treated sold supplied or distributed by the Assured including any container and instructions for use and including any structure constructed erected or installed or any contract works executed by or on behalf of the Assured in the course of the Business

7 Deductible

Deductible shall mean the amount which the Assured agrees to pay before which the Underwriters shall be liable to make any payment under this Policy and such amount shall be inclusive of all costs and expenses as specified in Clause 2 of Sections 1 and 2 and Extension 2

The full Limit of Indemnity as stated in the Policy Schedule will apply over and above the Deductible subject otherwise and always to the Policy terms Conditions and Exclusions stated herein

8 Occurrence

Occurrence shall mean an event including continuous or repeated injurious exposure to the same conditions during the Period of Insurance which result in Injury or Property Damage

9 Pollution

Pollution shall mean contamination the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water

SECTION 1 – PUBLIC LIABILITY

The Underwriters will subject to the terms conditions and limitations contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule

1 for all sums that the Assured shall become legally liable to pay for damages in respect of

- a) Injury
- b) Property Damage
- c) nuisance trespass or interference with any easement right of air light water or way

occurring during the Period of Insurance in connection with the Business

2 against legal liability for claimants costs and expenses in connection with Clause 1 of this Section 1

Provided that in respect of

- i) any one Occurrence
- ii) all incidents considered by the Underwriters to have occurred during any Period of Insurance in respect of Pollution

the following will apply

A the total amount payable by the Underwriters in respect of Clause 1 of this Section 1 (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity

B the total amount payable by the Underwriters in respect damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriters and the first named Assured

C in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in Clause 2 of this Section 1 and Extension 2 are included within the Limit of Indemnity stated in the Schedule

D in respect of any claims brought anywhere in the world other than from United States of America or its territories or its protectorates or Canada all costs and expenses specified in Clause 2 of this Section 1 and Extension 2 will be in addition to the Limit of Indemnity stated in the Schedule

EXCLUSIONS – applicable to Section 1 Public Liability

The Indemnity in Section 1 of this Policy will not apply to or include liability

- 1 arising from or out of the ownership possession or use by or on behalf of the Assured of any
 - a) mechanically propelled vehicle or mobile plant other than legal liability arising out of
 - i) the use of plant as a tool of trade on site
 - ii) the use of plant at the premises of the Assured
 - iii) the loading or unloading of any vehicle
 - iv) the unauthorised movement on the Assured's premises or contract siteprovided that
 - A indemnity is not provided by any motor insurance contract; and/or
 - B compulsory motor insurance is not required by law; and/or
 - C there is not more specific insurance applying
 - b) aircraft or aerospace device
 - c) hovercraft or hydrofoil
 - d) water borne craft other than
 - i) hand propelled or sailing craft in inland territorial waters
 - ii) water borne craft not owned by the Assured but used by the Assured for business entertainment
 - iii) mechanically propelled water borne craft not exceeding 22 metres (75 Feet) in length in inland or territorial watersprovided that there is not more specific insurance applying
- 2 for or arising from loss of or damage to any property which at the time of the Occurrence giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Assured other than
 - a) Employees' directors' partners' guests' customers' clients' or visitors' personal effects including vehicles and their contents
 - b) premises including fixtures fittings and contents not owned by or leased to or rented to the Assured where the Assured is undertaking work in connection with the Business
 - c) premises and their fixtures fittings hired leased rented or lent to the Assured other than such loss or damage if liability is assumed by the Assured under a tenancy or other agreement and would not have attached in the absence of such agreement

- d) any vehicle vessel craft container railway rolling stock including contents and accessories not owned by or leased to the Assured whilst in the care custody or control of the Assured for the purpose of or whilst being loaded or unloaded by the Assured
 - e) food or beverages for consumption on the premises of the Assured or at any other premises where the Assured is carrying on the Business
- 3 for Property Damage to that part of any property on which the Assured or any servant or agent of the Assured is or has been working

SECTION 2 – PRODUCTS LIABILITY

The Underwriters will subject to the terms conditions and limitations contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule

- 1 for all sums that the Assured shall become legally liable to pay for damages in respect of or consequent upon
 - a) Injury
 - b) Property Damageoccurring during the Period of Insurance and caused by Products
- 2 against legal liability for claimants costs and expenses in connection with Clause 1 of this Section 2

Provided that in respect of

- i) all Occurrences during any Period of Insurance
- ii) incidents considered by the Underwriters to have occurred during any Period of Insurance in respect of Pollution

the following will apply:

- A the total amount payable by the Underwriters in respect of Indemnity Clause 1 of this Section 2 (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity stated in the Schedule
- B the total amount payable by the Underwriters in respect damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriters and the first named Assured
- C in respect of any claims brought in the United States of America or its territories or its protectorates or Canada all costs and expenses specified in Clause 2 of this Section 2 and Extension 2 are included within the Limit of Indemnity stated in the Schedule
- D in respect of any claims brought anywhere in the world other than from United States of America or its territories or its protectorates or Canada all costs and expenses specified in Clause 2 of this Section 2 and Extension 2 will be in addition to the Limit of Indemnity stated in the Schedule

EXCLUSIONS – applicable to Section 2 Products Liability

The Indemnity in Section 2 of this Policy will not apply to or include liability

- 1 arising out of any Products or services directly affecting the integrity of the structure navigation or propulsion of any aircraft or aerospace device where such Products or services are knowingly supplied by the Assured for this purpose
- 2 in respect of recalling removing repairing replacing reinstating or the cost of a reduction in value of any Products arising as a result of any defect therein or the unsuitability thereof for its intended purpose
- 3 arising from or in connection with any Products where such legal liability has been accepted by agreement by or on behalf of the Assured except to the extent that such liability would have attached in the absence of such agreement
- 4 in respect of loss of or damage to any Products caused by any defect therein or the unsuitability thereof for its intended purpose.

GENERAL EXCLUSIONS

The indemnities provided under Sections 1 and 2 of this Policy any Extensions or Endorsements will not apply to or include liability

1 arising as a result of any deliberate act of or deliberate omission by the Assured the consequences of which could reasonably have been expected by the Assured having regard to the nature and circumstance of such act or omission

2 in respect of the Injury to any Employee arising out of and in the course of employment by the Assured in connection with the Business

3 arising from or in connection with

- a) advice
- b) design
- c) specification

provided solely for a fee other than with the intent of obtaining a contract for the future supply of Products whether or not such contract is obtained

4 in respect of Pollution of buildings or other structures or water or land or the atmosphere unless the Pollution is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance anywhere in the world other than in respect of any incident occurring in the United States of America or its territories or its protectorates or Canada

All Pollution which arises out of one incident shall be considered by the Underwriters for the purposes of this Policy to have occurred at the time such incident takes place

5 in respect of

- a) fines penalties or liquidated damages
- b) compensation ordered or awarded by a Court of Criminal Jurisdiction
- c) aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

6 any occurrence directly or indirectly caused by or contributed to by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- c) any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

7 for the costs of remedying any defect or alleged defect in premises disposed of by the Assured

EXTENSIONS

Subject otherwise to the terms Conditions and Exclusions of this Policy the Underwriters will provide indemnity in respect of the following Extensions:

1 Cross Liabilities

If the Assured comprises more than one party the Underwriters will provide indemnity to each such Assured in the same manner and to the same extent as if a separate Policy had been issued to each provided always that the cumulative total amount payable hereunder to all such Assureds shall not exceed the Limit of Indemnity

2 Additional Legal Costs

The Underwriters will subject to the terms conditions and limitations contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule in respect of

- a) the Assureds costs of legal representation at
 - i) any coroners inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any occurrence

which may be the subject of indemnity under this Policy

- b) all other costs and expenses incurred with the prior written consent of the Underwriters relation to any matter which may form the subject of a claim for indemnity under this Policy

3 Defective Premises Act

The Underwriters will indemnify the Assured in respect of any liability which the Assured as previous owners may incur by virtue of the Defective Premises Act 1972 or the Defective Premises Measure (Northern Ireland) 1974 in connection with any premises which have been disposed of by the Assured and which prior to such disposal were occupied by the Assured in connection with the Business provided that the indemnity under this Extension shall not cover

- a) any liability for incidents happening prior to such disposal
- b) the cost of repairing, replacing or reinstating any defect giving rise to such liability or for the rectification of faulty workmanship
- c) any liability more specifically Assured under any other insurance policy

4 Legal Defence Costs

The Underwriters will indemnify the Assured and at the request of the Assured any director partner or Employee of the Assured in respect of legal fees expenses incurred with the Underwriter's written consent and any prosecution costs awarded against the Assured in respect of

- a) Health and Safety at Work etc. Act 1974
 - i) the defence of any criminal proceedings brought against the Assured or director or partner or Employee of the Assured for an offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar or amending legislation
 - ii) an appeal against a conviction arising from such proceedings
- b) Consumer Protection Act 1987
 - i) the defence of any criminal proceedings brought against the Assured or director or partner or Employee of the Assured in respect of an offence occurring during the Period of Insurance under Part II of the Consumer Protection Act 1987 or similar or amending legislation
 - ii) any appeal against a conviction arising from such proceedings
- c) Food Safety Act 1990
 - i) the defence of criminal proceedings brought against the Assured or director or partner or Employee of the Assured for an offence occurring during the Period of Insurance under the Food Safety Act 1990 or similar or amending legislation
 - ii) any appeal against a conviction arising from such proceedings

Indemnity will not apply to proceedings consequent upon any deliberate act or omission by or on behalf of the Assured if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
- d) Corporate Manslaughter and Corporate Homicide Act 2007
 - i) the defence of any criminal proceedings brought against the Assured or director or partner or Employee of the Assured for an offence occurring during the Period of Insurance under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar or amending legislation including any offence of manslaughter arising from the Business provided in all cases it relates to matters affecting safety health and welfare other than of Employees of the Assured
 - ii) an appeal against a conviction from such proceedings

Provided always that the Underwriters shall not be liable under paragraphs a) b) c) and d) of this Extension 4 of Sections 1 and 2

- 1) for the payment of fines and penalties or the costs of complying with a publicity order or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007

- 2) where the Assured or any director or partner or Employee of the Assured have indemnity for such liability under any other policy of insurance

In respect of this Extension the Underwriters will not provide indemnity to any director or partner or Employee of the Assured who has committed or is alleged to have committed any deliberate act if the result could reasonably have been expected having regard to the nature and the circumstances of such act or omission

The liability of the Underwriters for all amounts payable under Extension 4 of Sections 1 and 2 relating to any claimant or number of claimants in respect of an Occurrence shall not exceed the Limit of Indemnity stated in the Schedule and in respect of d) the lower of the Limit of Indemnity or GBP 1,000,000

5 Data Protection Act 1984

The Underwriters will indemnify the Assured and at the request of the Assured any director or partner or Employee of the Assured in respect of their liability to pay

- a) compensation in respect of damage or distress under sections 22 and 23 of the Data Protection Act 1984 or any similar or amending legislation (the Act) including defences costs and expenses
- b) defence costs in relation to a prosecution brought under Section 19 of the Act in relation to a claim made by any person

provided always that

- i) the Assured has registered in accordance with the terms of the Act
- ii) a claim is first made against the Assured during the Period of Insurance
- iii) this extension shall not apply in respect of
 - A the payment of fines or penalties
 - B the cost of replacing reinstating rectifying or erasing any personal data

6 Compensation for Court Attendance

In the event of any director or partner or Employee attending court as a witness at the request of the Underwriters in connection with a claim in respect of which the Assured is entitled to indemnity under this policy the Underwriters shall provide compensation to the Assured at the following rates per day for each day on which attendance is required

- | | |
|---|------|
| a) Any director or partner of the Assured | £500 |
| b) Any other Employee | £250 |

7 Contingent Motor Liability

Notwithstanding Exclusion 1 a) of Section 1 the Underwriters will indemnify the Assured against legal liability for accidental death or accidental Injury to any person and/ or accidental Property Damage arising out of the use in the course of the Business of any mechanically propelled vehicle not the property of nor provided by the Assured provided always that this indemnity will not apply to legal liability

- a) in respect of loss of or damage to such vehicle or to property conveyed therein
- b) arising whilst such vehicle is being driven by the Assured or any Employee
- c) in respect of which the Assured is entitled to indemnity under any other insurance
- d) arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e) for which the Assured is obliged to affect insurance by virtue of compulsory insurance as is required by the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent amending legislation

8 Overseas Personal Liability

The Underwriters will provide indemnity to the Assured and if the Assured so requests any Employee or director or partner of the Assured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business provided always that this indemnity will not apply

- a) to legal liability arising out of the ownership or occupation of land or buildings
- b) where indemnity is provided by any other insurance policy

9 Member to Member Liability

In respect of the Assureds canteen sports social and welfare activities and the activities of any sports or social club associated with the Assured it is agreed that if any claim arising out of such activities is made upon any member of the Assured by any other such member or other person and the claim is such that if made upon the Assured the Assured would be entitled to indemnity under this Policy the Underwriters will subject to the terms and Conditions and Exclusions of this Policy indemnify the said member in respect of such claim. For the purposes of this indemnity guests and voluntary helpers shall be deemed to be members

Provided that

- a) such member is not entitled to indemnity under any other policy or policies

- b) such member shall as though he were the Assured observe fulfil and be subject to the terms Exclusions and Conditions of this Policy

10 Indemnity to Principals

To the extent that any contract or agreement entered into by the Assured with any Principal so requires the Underwriters will subject to the Limit of Indemnity stated in the Schedule

- a) indemnify the Assured against liability assumed by the Assured
- b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal

arising out of the performance by the Assured of such contract or agreement

Provided that

- i) the conduct and control of claims is vested in the Underwriters
- ii) the Principal shall observe fulfil and be subject to the terms Exclusions Conditions and Endorsements of this Policy
- iii) indemnity under this Extension 10 shall not apply to liability in respect of liquidated damages or to liability under any penalty clause

Indemnity to any Principal shall only apply in respect of liability for which the Assured named in the Schedule would have been entitled to indemnity herein if the claim had been made directly against the Assured

For purposes of this Extension the term Principal shall include but shall not be limited to any partner co-venturer subsidiary or affiliated or parent Underwriters to the Principal but only to the extent that the contract between the Principal and the Assured requires these additional parties to be indemnified in a like manner to the Assured

11 First Aiders

Whereas indemnity is provided herein in respect of the first aid provisions of the Assured the Underwriters will also at the request of the Assured indemnify any first aider of the Assured as an Assured herein where the first aider is providing first aid assistance in a private capacity but only to the extent that the first aider is unable to obtain indemnity under any other policy of insurance

Indemnity will not be provided if the first aider is unable to obtain indemnity under any other policy of insurance due to the non-compliance of such policy terms and conditions by the first aider requiring indemnity under this Policy

12 Obstructing Vehicles

In the event of a mechanically propelled vehicle causing an obstruction to the extent of interfering with the carrying out of the Assureds Business then notwithstanding Exclusion 1 a) of Section 1 the Underwriters will indemnify the Assured in respect of legal liability for Injury or Property Damage arising from the movement of such vehicle by the Assured

Provided that

- a) such movement shall be limited to the minimum necessary to clear the obstruction
- b) this Extension shall not apply where an indemnity is provided by any motor insurance contract or where compulsory motor insurance is required by law or where there is more specific insurance policy applying

CONDITIONS

- 1 The due observance of the terms, provisions, conditions and endorsements of the Policy by the Assured in so far as they relate to anything to be done or complied with by the Assured and the truth of statements and answers and information supplied on or in connection with the Assureds proposal shall be a condition precedent to any liability of the Underwriter to make any payment under this Policy.
- 2 The Assured will
 - a) take reasonable precautions to
 - i) prevent any circumstances or to cease any activity which may give rise to liability under this Policy and
 - ii) maintain all buildings furnishings ways works machinery plant and vehicles in sound condition
 - b) as soon as possible after discovery cause any defect or danger in respect of Products buildings fittings furnishings plant or machinery to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances may require
- 3 The Assured shall give written notice to the Underwriters as soon as reasonably practicable with full particulars of any claim or circumstances which may give rise to a claim under this Policy regardless of any Deductible that may apply

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Underwriters immediately on receipt

Written notice shall also be given by the Assured to the Underwriters immediately the Assured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

The Assured shall also upon receipt of a Notice of Adjudication relating to any circumstance which has given or may give rise to a claim under this Policy provide immediate notice (or on the first working day thereafter) thereof to the Underwriters

A Notice of Adjudication means any notice issued by a party to a contract to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the contract to adjudication

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Assured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Assured shall give all assistance as the Underwriters may reasonably require

- 4 If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the Indemnity herein will only apply in respect of any amount beyond that which is payable under such other insurance
- 5 The Underwriters may at any time make a payment to or on behalf of the Assured of the maximum sum payable under the Policy in respect of any one Occurrence and in the case of Pollution any one incident (or in either case the balance thereof should any payments have already been made in respect of claims arising out of the same Occurrence or in the case of Pollution in respect of the same incident or by the payment of the balance of the maximum sum payable under the Policy in any one Period of Insurance should the same be less than either of the aforesaid amounts by reason of payments made in connection with any previous claims and in respect of claims occurring in the United States of America or its territories or its protectorates or Canada together with the amount of any legal costs incurred prior to the time of such payments) or any less amount for which at the absolute discretion of the Underwriters the claim arising out of such Occurrence or in the case of Pollution such incident can be settled. The Underwriters will then have no further liability arising out of or in connection with such Occurrences or incidents.

If the sum payable in respect of any claim or claims occurring in connection with or arising out of any one Occurrence or in the case of Pollution any one or all such incidents exceeds the sum payable under the Policy the Assured shall pay the excess and where costs and expenses specified in Clause 2 of Sections 1 and 2 and Extension 2 are in addition to the Limit of Indemnity as stated in the Schedule the Assured shall also pay such proportion of the legal costs payable to any claimants and/or incurred in the defence of any claim or claims in respect of such Occurrences or incidents as such excess bears to the total sum payable in respect of such Occurrence or incidents.

- 6 The Assured shall provide to the Underwriters:-
- a) all information and facts that may affect the risks Assured by this Policy and
 - b) any other information that the Underwriters may reasonably require
- 7 Where the premium is provisionally based on the Assured's estimates the Assured shall keep accurate records and no later than three months after expiry of the Period of Insurance declare as soon as possible such details as the Underwriters require. The Premium shall then be adjusted and any difference paid by or allowed to the Assured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees the required declaration shall also include remuneration to persons engaged by the Assured to perform a contract constituting the provision of labour only
- 8 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear

- 9 The Underwriters may cancel this Policy by giving thirty days' notice (but ten days' notice in the event of non-payment of premium) in writing of such cancellation to the Assured's last known address and in such event the Assured shall become entitled to a rebate equal to the proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance but subject always to Condition 7
- 10 The Assured may cancel this Policy by giving thirty days' notice in writing of such cancellation to the Underwriters last known address and in such event the Assured shall become entitled to a rebate equal to the proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance but subject always to Condition 7

Public/Products Liability Policy

Memorandum Number 001

Deductible

It is hereby noted and agreed that the Deductible under this policy will be GBP 50,000.

Signed:

A handwritten signature in black ink, appearing to read "D.A. Jones". The signature is written in a cursive style with a large initial "D" and "A".

Memorandum Number 002

Asbestos Exclusion

This Policy any Extensions or Endorsements will not apply to or include or cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

Signed:

A handwritten signature in black ink, appearing to read "D.A. Jones". The signature is written in a cursive style with a large initial "D" and "A".

Memorandum Number 003

Terrorism Exclusion – NMA 2951

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability for loss, injury, 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 event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, injury, 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 any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, injury, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Signed:



Memorandum Number 004

Sexual Abuse Extension (Claims Made Cover)

Sexual Abuse shall mean anything amounting to any one or more offence(s) under the Sexual Offences Act 2003

The insurance provided by this Extension is on a claims made basis with all costs and expenses of the claimant and the costs and expenses (incurred with the Underwriter's written consent) of the Assured included within the Limit of Indemnity

The Underwriter will subject to the terms Conditions Extensions Exclusions and Endorsements contained in this Policy indemnify the Assured up to the Limit of Indemnity of GBP 500,000 in respect of any claim for Sexual Abuse first intimated to or made against the Assured

- (i) during the Period of Insurance

and

- (ii) which concerns Sexual Abuse happening after and not before the Retroactive Date of the inception date of this Policy

EXCLUSIONS APPLICABLE TO THIS EXTENSION

- (i) the indemnity provided under this Extension excludes any and all claims against the Assured where the perpetrator of the Sexual Abuse was a director or partner of the Assured or an Employee whom the Assured knew or ought upon reasonable enquiry to have known had committed or been cautioned for or been convicted of Sexual Abuse

The Limit of Indemnity under this Extension is the maximum aggregate amount the Underwriter will pay in respect of any one claim or all claims for indemnity under this Extension during any one Period of Insurance and this amount shall not be increased because more than one claim is made against the Assured or more than one Assured is covered by this Extension

For the purposes of this Extension

- (i) all claims in respect of Sexual Abuse perpetrated by one person shall be deemed to have been made in the Period of Insurance in which the first claim was made in respect of that person

- (ii) all claims made by an individual or groups of individuals together in respect of any incident(s) of Sexual Abuse which may have taken place after the Retroactive Date shall be regarded as a single claim which will be deemed to have been made in the Period of Insurance in which the first claim was made by such individual or groups of individuals

It is a condition precedent to the Underwriter's liability to provide an indemnity under this Extension that the Assured complies with all statutory and regulatory requirements in force from time to time relating to the employment of persons working with children both at the commencement of employment and thereafter as currently embodied in the Children's Act 1989, the Protection of Children Act 1999 the Children (Protection from Offenders)(Miscellaneous Amendments) Regulations 1997 and the Children(Protection from Offenders)(Amendment) Regulations 1999

Signed:

A handwritten signature in black ink, appearing to read "D.A. Jones". The signature is written in a cursive style with a large, stylized initial "D".

Memorandum Number 005

Professional Indemnity Insurance Extension

Limit of Indemnity: GBP 500,000 any one Occurrence and any one Period of Insurance

Subject to the terms, exclusion and conditions contained herein and the Limit of Indemnity stated above the Underwriters will indemnify the Assured for all sums (including claimants' cost and expenses) as the Assured shall become legally liable to pay as damages whatsoever where any claim or claims is or are first made against the Assured during the Period of Insurance and arises or arise out of the conduct of the Business

And in addition the Underwriters will pay the costs and expenses incurred with their written consent in the conduct of the defence of any claim made against the Assured under this Extension

Exclusions applicable to this Extension

The Underwriters shall not indemnify the Assured under this Extension against any liability whatsoever

1. arising out of the ownership by the Assured of any buildings premises or land or that part of any building leased occupied or rented by the Assured
2. arising from liability for any amount in respect of liquidated damages or penalties which attaches due to liability which is assumed by the Assured under contract or agreement which would not otherwise have attached in the absence of such contract or agreement
3. arising from the giving by the Assured of any written warranty or guarantee but this exclusion shall not apply to liability which would have attached to the Assured in the absence of such written warranty or guarantee
4. arising out of or in connection with bodily injury death illness or disease of any Employee or any person deemed to be under a contract of service while engaged in working for the Assured in connection with the Business
5. arising from the use of any motor vehicles by the Assured in circumstances in which the provisions of the Road Traffic Act apply
6. in respect of accidental bodily injury death illness or disease and/or accidental loss of or damage to property arising out of the ownership possession or use

under the control of the Assured or of any Employee of the Assured of any aircraft hovercraft or watercraft

7. for which an indemnity is provided for under any other Section of the Policy
8. any claim loss or circumstances notified under any other insurance attaching prior to the inception of this Policy of Insurance

All other terms and conditions of this Policy remain unchanged

Signed:

A handwritten signature in black ink, appearing to read "D.A. Jones". The signature is written in a cursive style with a large, stylized initial "D".

COMPLAINTS PROCEDURE

If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact your broker or agent.

We are dedicated to providing clients with a high quality service and we want to ensure that this is maintained at all times. If you feel that we have not offered you a first class service, please write to us and tell us and we will do our best to resolve the problem.

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints Department at Lloyd's.

Their address is:
Lloyd's Complaints Department
Lloyd's
One Lime Street
EC3M 7HA
Tel: 020 7327 5693
Fax : 020 7327 5225
E-mail : complaints@lloyds.com

If you remain dissatisfied after Lloyd's Complaints Department has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Their address is:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9ST