

PROTECTOR

Insurance

Public Sector

Liability Wording

LBY006

Thank you for choosing Protector Insurance for Your liability policy. We work in partnership with Your insurance broker, building unique relationships, to ensure that You receive product and service excellence.

Policy information for the Policyholder

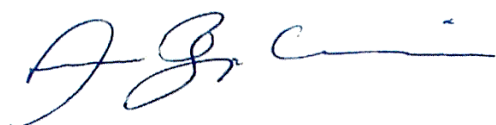
The Policy is a legal contract between You and Us. Please read it carefully to ensure that it is in accordance with Your requirements and that You understand its limits, terms conditions and exclusions.

This policy wording, together with Your policy schedule, endorsements and Certificate are all part of Your policy and should be read together to avoid any confusion. Any word or expression which has a specific meaning will have the same meaning whenever it appears in Your policy, and will be defined in the General Definitions section of the wording.

This Policy has been prepared in accordance with the information provided by You. In its preparation, the Insurer has relied upon the information provided by You as constituting a fair presentation of the risk to be insured. It is Your responsibility to undertake a reasonable search for material circumstances and to ensure all such material circumstances are disclosed before the policy is incepted. You should ensure that the information provided is substantially correct, and true and accurate to the best of your knowledge and belief. Your insurance broker or other intermediary who arranged this insurance should be contacted immediately if any correction is necessary.

Protector will indemnify You in accordance with the terms of this policy, in consideration of the payment to Us of the premium for the Period of Insurance.

Signed, on behalf of Protector Insurance



Sverre Bjerkeli, Chief Executive Officer

Contents	
General Definitions	4
General Conditions	7
General Exclusions	11
A. Public Liability & B. Employers' Liability	
Cover	13
General Extensions applicable to Sections A & B	14
Exclusions applicable to Sections A	21
Exclusions applicable to Section B	23
C. Officials Indemnity	
Cover	24
Extensions	28
Special Exclusions	30
Special Conditions	31
D. Libel and Slander	
Cover	32
Special Exclusions	32
Special Conditions	33
E. Professional Negligence	
Cover	34
Special Exclusions	36
Special Conditions	37
Data Protection Act	38
FCA Regulation	39
Complaints Procedure	39

General Definitions

Unless otherwise stated in the Policy the following words or expressions (highlighted in bold) will be taken to have the same meaning whenever they appear in capital letters in the Policy.

Bodily Injury

Any physical or mental injury, including death, illness or disease, mental, anguish or nervous shock sustained by any person as a result of actual, or the threat of, bodily injury, death, illness or disease.

Business

The Business as described in the Schedule, including:

- a) In connection with the business
 - i. The sale or supply of food and / or drink to any Employee or other person
 - ii. The provision of fire, first aid, security and ambulance services by the Insured, and the maintenance of the Insured's premises
- b) The provision by the Insured of sports, social and welfare organisations for the benefit of the Insured's Employees
- c) Private work undertaken by any Employee of the Insured for any director, partner, or senior official of the Insured

Clean Up Costs

Any costs relating to:

- a) The testing for or monitoring of Pollution or Contamination
- b) The costs of Remediation required by any Enforcing Authority, to a standard that is reasonably achievable by the methods

available at the time that the Remediation commences.

Costs and Expenses

- a) Claimant's legal costs and expenses which the Insured becomes legally liable to pay in respect of any act or omission relating to any event which may be the subject of indemnity under this policy; and
- b) Defence Costs

Deductible

means the sum as shown on the Schedule

Defence Costs

Costs, disbursements and expenses reasonably and necessarily incurred (but not including the cost of the Insured's time or any internal or overhead expenses) by the Insured with the Insurer's prior written consent in defending any claim against the Insured, including the cost of legal representation at any court proceedings, coroner's inquest or fatal injury inquiry in respect of any act or omission relating to any event which may be the subject of indemnity under this Policy.

Employee

Any natural person who is:

- a) Under a contract of service or apprenticeship with the Insured
- b) A labour master or labour only subcontractor or person supplied or employed by them
- c) Self-employed and working for the Insured providing labour only
- d) Under a work experience youth training or similar scheme
- e) Hired to or borrowed by the Insured
- f) Volunteering to assist or co-opted to assist the Insured

- g) a home worker or outworker
- h) working under the Community Offenders Act 1978, the Community Service by Offenders (Scotland) Act 1978 or similar legislation
- i) a prospective employee being assessed by the Insured as to their suitability for employment
- j) deemed to be an employee by a Court of Law within the United Kingdom
- k) Elected members or any co-opted member of any committee or sub-committee
- l) Officers/Members appointed to outside bodies or working on behalf of the Insured
- m) Returning Officer/Deputy Returning Officer (Acting) or Local, Parliamentary and European seconded from other Referenda
- n) The local registrar of land charges during the course of their duties

and is working for the Insured in connection with the Business, and is under the Insured's direct control or supervision.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the Territorial Limits of the Policy.

Financial Loss

Loss or damage other than arising from Bodily Injury, illness or disease or loss of or physical damage to property.

Limit of Indemnity

Means the sum shown on the Schedule as being applicable to each Section of this Policy

Obstruction / Trespass / Nuisance

substantial and unreasonable obstruction, nuisance, trespass or interference (as may be applicable) with

(i) the use and enjoyment of land belonging to another;

(ii) any easement or right of air, light, water or way belonging to another;

(ii) pedestrian, road, rail, air or waterborne traffic.

Occurrence

shall mean one event or series of events consequent on or attributable to one source or original cause

Offshore

means from the time of embarkation on to a vessel or aircraft for conveyance to any Offshore Installation including associated accommodation until disembarkation from a conveyance on to land upon return therefrom.

Offshore Installation

means any rig or platform whether fixed or mobile or vessel or semi-submersible and shall be deemed to include catwalks landing ramps bridges walkways accommodation units or other connected structures which has been or shall be engaged in the process of prospecting or extraction separation storage treatment or distribution of oil or gas.

Period of Insurance

The period from the Effective Date to the Renewal Date, each as shown in the Schedule, (or if the Policy is renewed, from the relevant Renewal Date until the next Renewal Date)

Policy

This policy wording and Schedule and any endorsements attached or issued

Pollution or Contamination

- a) Pollution or contamination of buildings or structures, or of water, land or the atmosphere caused by the discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant and
- b) any loss, damage or Bodily Injury directly or indirectly caused by such pollution or contamination.

Policyholder / Insured / You / Your

The Insured named on the Schedule and the Certificate

Products Supplied

Any product or thing (including packaging, containers, labels and instructions), sold, supplied, hired out, constructed, erected, installed, manufactured, repaired, serviced, processed, stored, handled, transported, altered, treated, tested or disposed of by the Insured, or on the Insured's behalf, in the course of the Business in or from the Territorial Limits.

Protector / Insurer / Us / We / Our

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Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Schedule

The part of this Policy that details information forming the basis of this contract and that shows the Sections of this Policy selected.

Territorial Limits

means Great Britain, Northern Ireland, The Channel Islands or the Isle of Man

- a) Elsewhere in the world the indemnity granted by Section B – Employers' Liability is extended to apply in respect of non-manual work carried out during temporary visits by any Employee normally resident in, and travelling from Territorial Limits
- b) Anywhere in the world the indemnity granted by Section A – Public and Products Liability is extended in respect of Products Supplied in or from Territorial Limits, other than to the knowledge of the Insured for use in or supply to the United States of America, Canada and any territory under their jurisdiction.

Terrorist Action

Is deemed to mean any act, 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 or 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.

Terrorism shall also include any act which is verified or recognised by the United Kingdom Government as an act of terrorism.

General Conditions

The following General Conditions apply to all Sections of this Policy, unless stated otherwise.

Alteration

If, at any time, anything occurs or is done which materially affects, changes or alters the risk, then You shall give Us immediate notice in writing.

Claims Conditions

Claims – Action by You

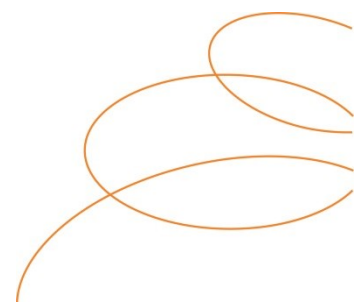
You shall in the event of any occurrence giving rise to or which may give rise to a claim under this Policy or any Section of it, and/or upon receipt by You or anyone who may be entitled to insurance under this Policy of any written notice of any claim or legal proceeding

- a) give written notice thereof and full particulars of the occurrence to Us as soon as possible
- b) notify Us immediately upon Your becoming aware or being notified of any prosecution, inquest or enquiry connected with any occurrence which may form the subject of a claim under this Policy or any Section of it.
- c) notify us immediately, and pass unacknowledged, every claim, notice, letter, verbal notice of claim, or other originating process or any document served on You to Us
- d) furnish with all reasonable despatch and at Your expense
 - 1) such further particulars and information as We may reasonably require
 - 2) if required, a statutory declaration of the truth of the claim
 - 3) details of any other insurance covering the subject matter of the claim under this Policy and any matters connected with it

e) make available at Your expense any documents required by Us with regard to any letter of claim

f) not pay or offer or agree to pay any money or make any admission of liability without Our prior consent

g) allow Us, in Your name and on behalf of You to take over and, during such periods as We think proper, to have control of all negotiations and proceedings which may arise in respect of any claims and the settlement thereof and co-operate fully with Us for that purpose



Cancellation

We may cancel this Policy by giving You fourteen (14) days' notice in writing sent to Your last known address.

Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Insured and the Insurer do not intend any term of this Policy to be enforceable by any third party including but not limited to subcontractors.

Discharge of Liability

We may at any time pay any Limit of Indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish their conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with our written consent prior to the date of such payment.

Fair Presentation

You must make a fair presentation of the risk prior to inception of this Policy or subsequent renewal or mid-term when asking Us to consider any variation or amendment to the Policy. This includes disclosing to Us all circumstances material to the risk being insured that You know of or those circumstances that You reasonably ought to know of.

In the event that You fail to make a fair presentation and but for that breach We would either have not entered into this Policy or would have done so on different terms and/or conditions, then We shall be entitled as follows:

Inception/renewal

If Your failure to make a fair presentation was

- a. deliberate or reckless, We may avoid the Policy, and treat it as though it had not existed and retain any premiums paid; or
- b. not deliberate or reckless but We would not have entered into the Policy, then We may still avoid the Policy and treat it as though it had not existed but it must return any premiums paid; or
- c. not deliberate or reckless, and We would have entered into the Policy on different terms other than premium, then We may treat the Policy as being subject to those amended terms and/or where We would have charged an increased premium, then We may reduce the payment of any indemnity proportionate to any increase in the premium that would have been charged.

Mid-Term Variation

If Your failure to make a fair presentation was

- a. deliberate or reckless, We may treat the Policy as having been terminated as at the date of the variation and retain any premiums paid; or
- b. not deliberate or reckless but We would not have entered into the variation on any terms, then We may treat the Policy as if the variation was never made but it must return any extra premiums paid upon the variation; or
- c. not deliberate or reckless, and We would have agreed to a variation but on different terms other than premium, then We may treat the variation as being subject to those amended terms and/or where We would have charged an increased premium, then We may reduce the payment of any indemnity proportionate to any difference in the premium that was or would have been charged but for the misrepresentation.

Fraud

If any claim made under this policy by You or anyone acting on Your behalf is fraudulent We may:

- i. refuse to pay the claim;
- ii. recover from You any sums that We have already paid in respect of the claim;
- iii. notify You that We will treat the Policy as having terminated with effect from the time of the fraudulent act
- iv. keep the premium.

In that event We terminate the Policy in accordance with this Condition:

- a. We will have no liability for any matter subsequently arising which might otherwise have been covered by the Policy; and
- b. the termination of the Policy will not affect Our liability for matters otherwise covered by this Policy prior to the fraudulent act.

Law Applicable to Contract

Unless We agree otherwise,

- a) The language of the Policy and all communications relating to it will be English; and
- b) all aspects of the Policy will be subject to the law of England and Wales and the parties agree to submit to that jurisdiction in the event of dispute as to the interpretation or application of this Policy.

Limit of Indemnity

The Insurer's liability will not exceed the Limit of Indemnity stated in the Schedule including all Costs and Expenses (other than any limit otherwise stated) and any such limit applies to any claim or series of claims arising from any one cause.

Non Assignment

This Policy and any rights under it may not be assigned without our prior written consent

Observance of Policy Terms

It is a condition to Our liability to pay claims that You shall observe and comply with the terms and conditions of this Policy.

Breach of any term within this Policy requiring something to be done or complied with may entitle Us to refuse to pay a claim. In the event of such a breach We will not reject the claim under this clause provided that the term that has been breached is not one which defines the risk as a whole and You can demonstrate that Your non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Other Insurances

If at the time of any incident giving rise to the risk of a claim under this Policy, or where any such claim is made, there is in force any other insurance or suretyship covering the same liability, loss, damage or injury, that is primary, excess, contributing, contingent or otherwise whether effected by Your or not, then We will not be liable to contribute to such claim unless such insurance or suretyship is written only as a specific excess insurance over the Limit of Indemnity provided under this Policy.

Payment of Premium

The Policy will provide insurance as described herein for the Period of Insurance shown on the Schedule, provided that the premium(s) and other charges are paid to and accepted by Us on or before the payment date shown in the Schedule. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The premium is deemed paid and accepted on receipt by Us, or the broker appointed to place this insurance with Us.

Sanctions

The Insurer shall not provide cover and the Company 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 Company 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 United States of America

Scope of Cover

The Limit of Indemnity specified in the Schedule as being applicable to Sections A “Public Liability” and B “Employer’s Liability” represents the maximum amount the Insurer will pay under each Section of the Policy in respect of loss arising from any one Occurrence during the Period of Indemnity.

1.2 The Limit of Indemnity specified in the Schedule as being applicable to Sections C – F ‘...’ represents the maximum aggregate amount the Insurer will pay under each Section of the Policy during the Period of Indemnity for all claims, Costs & Expenses, or other insured losses, irrespective of the number of claims or Insureds.

1.3. Where a cover clause or extension provides for a monetary sublimit, that sublimit shall erode the Limit of Indemnity applicable to that Section of the Policy, unless expressly stated otherwise.

Retention

2.1 The Insurer shall only be liable for the amount of loss that is in excess of the Deductible up to the applicable Limit of Liability.

2.2 The Deductible shall apply to all insured losses under the Policy and shall be borne by the Insured and shall remain uninsured.

2.3 A single Deductible amount shall apply for each Occurrence.

Subrogation

In the event of any payment under this policy, the Insurer shall be subrogated to the extent of the payment to all Insureds rights of recovery. The Insured shall execute all papers required and shall do everything necessary to secure and preserve the rights, including the execution of the documents necessary to enable the Insurer effectively to bring suit in the name of the Insured

USA/Canada

With regards to Section A - Public and Products Liability it is hereby agreed between the Insurer and the Insured that in respect of occurrences happening in or claims or legal proceedings originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country

- a) the liability of the Insurer under Section A - Public and Products Liability in respect of all damages payable together with all Costs and Expenses shall not exceed the Limit of Indemnity for Section A - Public and Products Liability stated in the Schedule
- b) the Insurer shall not be liable to defend any action brought in respect of Pollution or Contamination

In this Policy a reference to a statute, regulation or any provision of such statute or regulation shall be read as referring to that statute, regulation or provision as updated, restated, amended or replaced, from time to time.

General Exclusions

We shall have no liability under this Policy to indemnify the Insured in respect of the following General Exclusions, which shall apply to all Sections of this Policy unless stated to the contrary.

Asbestos

We shall not indemnify the Insured under this Policy, other than for the minimum sum under Section B – Employers' Liability deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees in the United Kingdom may require, in respect of

- 1) Bodily Injury or physical loss of or physical damage to property arising in whole or in part either directly or indirectly out of asbestos whether or not the asbestos is
 - 1.1) airborne as a fibre or carried or transmitted on clothing or by any other means
 - 1.2) contained in or forms part of any building material or insulative material

Contractual Liability

Any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract unless liability would have arisen notwithstanding the existence of the contract.

Jurisdiction

any claim or legal proceeding brought outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

Liquidated or Punitive Damages

Any amount in respect of:

- a) Liquidated damages, fines or penalties
- b) Exemplary or punitive damages awarded by any court of law

Motor

Liability arising from the ownership or possession or use by the Insured, or on the Insured's behalf, of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) Which is licensed for road use; or
- b) For which compulsory motor insurance or security is required; or
- c) Which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i. Liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii. The use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii. The authorised movement on the Insured's premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required

Radioactive Contamination

Any liability directly or indirectly caused by or contributed 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

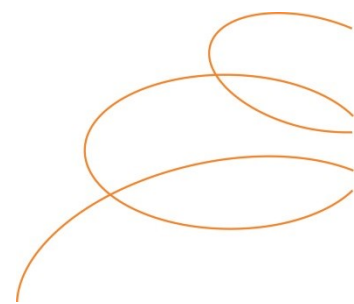
- b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Terrorism

We shall not indemnify the Insured under this Policy, other than for the minimum sum under Section B – Employers’ Liability deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to Employees in the United Kingdom may require, in respect of any loss arising in connection with a Terrorist Action or any action taken to prevent or address actual or expected Terrorist Action

War

We shall not indemnify the Insured under Section A Public and Products Liability in respect of any liability directly or indirectly caused or occasioned through or in 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



Cover

In consideration of You paying the premium specified on the Schedule to Us, We will indemnify You in the terms of this Policy against all sums which You shall become legally liable to pay under either of Section A – Public and Products Liability or Section B – Employers' Liability and associated Defence Costs together subject to the Limit of Indemnity

Section A - Public and Products Liability

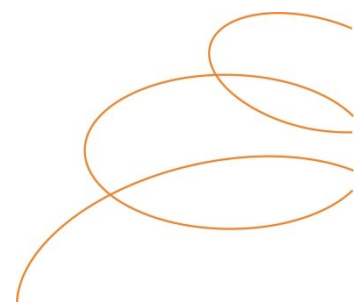
Indemnity against legal liability in respect of accidental:

- a) physical damage to material property
- b) Bodily Injury to any person other than an Employee
- c) Obstruction / Trespass / Nuisance
- d) wrongful arrest false imprisonment or malicious prosecution
- e) invasion of privacy

occurring during the Period of Insurance within the Territorial Limits and arising in connection with the Business.

Section B – Employers' Liability

Indemnity against legal liability in respect of Bodily Injury sustained by an Employee during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Insured in connection with the Business.



General Extensions

Where an indemnity is provided to the Insured under Section A or B the following additional covers apply in addition to the Indemnity provided by Sections A and B of this Policy provided that the Insurer's Limit of Indemnity shall not exceed that stated in the Schedule unless otherwise stated.

Acquisitions

We will indemnify any company or other business entity either acquired or created by You during the Period of Insurance from the date of such acquisition or creation

Provided always that:

- a) The business of such company or entity is not materially different from the Business as shown in the Schedule
- b) You give full disclosure to Us in relation to the company or entity to be insured in accordance with General Condition 'Fair Presentation' within 30 days of its acquisition or creation
- c) The aggregate annual turnover or revenue of all such companies or entities acquired or created during any one Period of Insurance shall not exceed 10% of Your annual turnover as declared to Us at the beginning of such Period of Insurance
- d) If after the date of acquisition or creation, separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this Policy, Our liability in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the relevant Limit of Indemnity applicable to this Policy

We shall have the right to charge an additional premium and to alter the terms conditions and exclusions of this Policy in respect of such

company or entity from the date of its acquisition or creation

In respect of any such company or entity which does not meet provisions a) to d)

- i. We will not provide an indemnity until full details of such company or entity have been submitted to and accepted by Us, and You have agreed to pay any additional premium and accept any change in terms conditions and exclusions required by Us
- ii. We reserve the right to decline cover for such company or entity.

Nothing in this Extension shall affect Our rights under General Condition 'Fair Presentation' where You fail to give a fair presentation of the risk in relation to any business, company or entity to which cover is extended during the Period of Insurance.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify You against Defence Costs incurred with Our prior written consent for the purposes of defending any criminal prosecution, including an appeal against a conviction arising from such a prosecution, and / or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007, or any equivalent legislation in the Isle of Man or the Channel Islands, committed or alleged to have been committed during the Period of Insurance and in the course of Your Business.

Provided always that:

- a) Our total liability under this Extension will not exceed in the aggregate the sum stated in the Schedule as the Limit of Indemnity in any one Period of Insurance. This limit will form part of, and not be in addition to,

- the Limit of Indemnity specified in the Schedule
- b) This Extension will only apply to proceedings brought within the Territorial Limits
 - c) We must consent in writing prior to the appointment of any solicitor, counsel or other legal representative who are to act for and on Your behalf
 - d) You will give Us immediate notice of any summons or other process served upon You or upon any of your offices or employees or agents which may give rise to proceedings covered under this Extension
 - e) In relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
 - f) We will be under no liability under this Extension:
 - i. Where You or any of Your officers, Employees or agents has committed any deliberate or intentional criminal act, whether predetermined or not, giving rise to charge of corporate manslaughter or corporate homicide as defined under the Corporate Manslaughter Corporate Homicide Act 2007
 - ii. In respect of fines or penalties of any kind or the costs of remedial adverse or publicity orders
 - iii. In respect of the defence of any criminal proceedings brought, or in an appeal against conviction arising from such proceedings, in respect of a breach of:
 - 1) The Health and Safety at Work, etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
 - 2) The Food Safety Act 1990 or any regulations made thereunder
 - 3) The Consumer Protection Act 1987 or any regulations made thereunder
 - g) Where We have already indemnified You in respect of Defence Costs incurred in the defence of any criminal proceedings arising out of the same cause or occurrence, which gave rise to the charge of and / or investigation connected with corporate manslaughter or corporate homicide under another section applicable to this Policy. In that event, the amount paid under that Extension will be taken into account when calculating Our liability under this Extension.

Court Attendance Costs

In addition to the Limit of Indemnity specified in the Policy Schedule, We will pay You a daily rate of £500 if any member or Employee is required to attend court as a witness at Our request such rate to apply irrespective of the number of persons so attending.

Criminal Defence Costs

We will indemnify You, and at Your request, any Employee

director or partner, against Defence Costs and expenses incurred with our prior written consent in the defence of any criminal proceedings brought against You or any person for whom an indemnity is requested, during the Period of Insurance for a breach of:

- a) The Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, or
- b) Part II of the Consumer Protection Act 1987
- c) Part II of Food Safety Act 1990

Such indemnity to include legal costs and expenses incurred in an appeal against conviction arising from any such proceedings.

Provided that We shall have no liability in respect of:

- i. Any fines or penalties imposed by any court
- ii. Any proceedings consequent upon any deliberate act or omission
- iii. any circumstances for which indemnity is provided by any other insurance
- iv. proceedings arising from any excluded risk under the Policy

Damage to Reputation

In the event of a claim or series of claims arising from any one cause for which the Insured would be entitled to receive indemnity under this Policy We will, in addition to the indemnity provided by this Policy, and subject to Our prior written agreement, indemnify You for reasonable costs incurred to mitigate resultant damage to the Your reputation.

Provided always that:

- a) The damage to the Insured's reputation is as a consequence of media coverage in print or by radio or television or news agency

b) The Insurer's liability under this section will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or excess in any one Period of Insurance

c) The Insurer will not be liable under this section unless the Insurer has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the insured.

Data Protection Act 1998

We will indemnify You under Section A – Public and Products Liability in respect of Your legal liability for damage or distress occurring as a result of an offence under Section 13 of the Data Protection Act 1998 that is committed by and claimed against You and notified to Us during the Period of Insurance within the Territorial Limits and arising in connection with the Business and associated Defence Costs

Provided always that We will not be liable:

- a) for the costs and expenses of rectifying or erasing Data or Personal Data
- b) Where Your legal liability arises from fraud or dishonesty
- c) Where Your legal liability arises from any agreement to store process or supply Data or Personal Data for a fee or by reciprocal arrangement

'Data' and 'Personal Data' have the meanings defined in the Data Protection Act 1998

Defective Premises Act 1972

We will indemnify You under Section A – Public and Products Liability in respect of Your legal liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned

or occupied by You and pertaining to the Business and which have been disposed of by You and associated Defence Costs.

Provided always that We will not be liable:

- a) For the cost of remedying any defect or alleged defect in the said premises
- b) In respect of liability more specifically insured under any other insurance.

Environmental Clean Up Costs

We will indemnify You under Section A – Public Liability in respect of all sums, including statutory debts, which You may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination, where such liability arises under an environmental directive, statute or statutory instrument within the Territorial Limits.

Provided always that:

a) Liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place in its entirety during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

b) The Insurer's liability under this section will not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance, and will be the maximum that the Insurer will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in Your Policy schedule

c) Immediate loss prevention or salvage action is taken and the appropriate authorities are notified

d) The Insurer will be under no liability:

i. In respect of Clean Up Costs for damage to the Insured's land, premises, watercourse or body of water, whether owned, leased, hired,

tenanted or otherwise in the Insured's care custody or control

ii. For damage connected with pre-existing contaminated property

iii. For damage caused by a succession of several events where such individual event would not warrant immediate action

iv. In respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water, whether owned, leased, hired, tenanted or otherwise in the Insured's care, custody or control

v. In respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

vi. In respect of costs for prevention of imminent threat of environment damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident

vii. For damage resulting from an alteration to subterranean stores of groundwater or to flow patterns

viii. In respect of the costs for the reinstatement or reintroduction of flora or fauna

ix. For damage caused deliberately or intentionally by the Insured, or where the Insured has knowingly deviated from environmental protections, or where the Insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the Insured are responsible

x. In respect of fines or penalties of any kind

xi. For damage caused by the ownership, or operation on behalf of the Insured, of any

mining operations or storage, treatment or disposable of waste or waste products other than caused by composting, purification or pre-treatment of water.

xii. For damage which is covered by a more specific insurance Policy

xiii. For damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed

xiv. For damage caused by disease in animals belonging to or kept or sold by the Insured.

Indemnity to Other Persons

In the event of any claim in respect of which You would be entitled to receive indemnity under this Policy being brought or made against:

- a) Any member
- b) Any Employee
- c) Any Principal for whom You are, or have been, carrying out work but only to the extent required by the contract for the work and excluding any principal who is located within USA or Canada

We will indemnify such person, if You so requests, against such claim and or any costs, charges and expenses in respect thereof but only in respect of liability incurred by You or such other person.

Provided always that:

- i. You would have been entitled to indemnity had the claim been made against You, but this proviso will not apply to liability attaching to any Employee which arises out of the performance by that Employee of any statutory function in respect of which You have agreed to provide the

Employee with an indemnity; and

- ii. Such person is not entitled to indemnity under any other insurance; and
- iii. Such person will, as though they were an Insured, observe, fulfil and be subject to the terms and conditions of this Policy; and
- iv. Such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v. We will not be liable unless We have sole conduct and control of all such claims.

Joint Liabilities

If the Insured comprises more than one party then We will indemnify each individual Insured as specified on the Schedule as though separate policies had been issued in their individual names provided that the total amount payable by Us in the event that claims are made against individual Insureds shall not exceed the amount that would have been payable if the Insured comprised only one party, and in any event does not exceed the Limit of Indemnity applying to the operative Section or part of this Policy.

Legionella

We will indemnify You under Section A – Public Liability in respect of all sums which You may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

- a) All Pollution or Contamination which arises out

of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like, will be deemed to have occurred on the date that the Insured first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination

b) Regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitable managed

c) The Insurer will be under no liability under this section:

i) If, before the current Period of Insurance, You had become aware of circumstances which have or may give rise to such Pollution or Contamination

ii) Unless You, at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred, are in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – The control of legionella bacteria in water systems"

d) You will give notice in writing to Us immediately on becoming aware of circumstances which have given or may give rise to a claim under this section

e) Our total liability under this section will not exceed in the aggregate the sum stated in Your Policy schedule as the Limit of Indemnity in any one Period of Insurance. This limit will form part of and not be in addition to the Limit of Indemnity stated in Your Policy schedule.

General Exclusion 8 will not apply to this section.

You will, at inception of this section and annually thereafter, provide Us with details of the number of premises owned or operated by You where cooling towers

and or evaporative condensers are present.

Overseas Personal Liability

At Your request, We will provide indemnity under the terms of Section A – Public and Products Liability in respect of the personal liability of any:

- a) Member or Employee, or any member of the family of such member or Employee, in connection with the Business
- b) Member of sports and social clubs operating in the Business while engaged in club activities.
- c) at Your request, any director partner or Employee of the Insured against legal liability for damages in respect of Bodily Injury or damage to material property arising from personal activities whilst temporarily outside the Territorial Limits in connection with the Business.

Provided always that:

- i) Any person indemnified will, as though they were the Insured, fulfil and be subject to the terms and conditions of this Policy; and
- ii) We shall have no liability under this Extension:
 - 1) Unless We have the sole conduct and control of all claims;
 - 2) Where liability attaches because of a contract or agreement and which would not otherwise have attached;
 - 3) Where liability arises from any employment, business, profession or trade;
 - 4) Where liability arises from the

ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft or animals excluding horses or domestic dogs or cats; or

- 5) Where liability is more specifically insured under any other insurance.

Third Party Hirers Endorsement

It is hereby understood and agreed that the indemnity provided under **Section A – Public Liability** shall extend to include hirers of the Insured's premises

Provided that:

- a) Such hirer is not entitled to indemnity under any other Policy or policies
- b) Such hirer shall observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they may apply
- c) The Insured shall maintain a written record of each and every hiring of the Insured's premises
- d) Such hire of the Insured's premises is provided under the terms of the Insured's standard letting agreement

Notwithstanding, the indemnity expressed above shall not apply to liability in connection with:

- 1. All liability in respect of loss of damage to the Insured's premises including fixtures and fittings
- 2. Any hire of the Insured's premises for the purpose of
 - i. Commercial letting
 - ii. Political events
 - iii. Professional entertainment however this exclusion shall only apply in respect of the professional entertainer(s) and not in respect of hirer of Insured premises

iv. Fireworks displays

- 3. any liability arising at events where Bodily Injury is caused by any one participant upon another participant

The liability of the Insurer shall not exceed the amount stated in the Schedule in the aggregate in any one Period of Insurance inclusive of all legal costs and expenses which amount shall not serve to increase the Limit of Indemnity as stated in the Schedule.

Unsatisfied Court Judgements

If any Employee or their legal personal representative obtains a judgement from a court within the Territorial Limits for damages for Bodily Injury against any company or individual operating from premises within the Territorial Limits, and that judgment remains unpaid for more than 6 months after the date of the judgment, We will pay at the Insured's request the amount of any unpaid damages and any awarded costs to the Employee or their legal personal representative.

Provided always that:

- a) The bodily Injury:
 - i. Is caused during the Period of Insurance
 - ii. Arises out of and in the course of employment in the Business
- b) There is no appeal outstanding.

If a payment is made under this Extension the Employee or their legal personal representative will assign the judgment to Us.

Exclusions In respect of Section A – Public and Products Liability

We shall have no liability under this Policy to indemnify You or anyone for whom insurance is requested in respect of the following exclusions which apply in addition to the General Exclusions of this Policy.

Aircraft Products

Liability arising from Products Supplied which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

Airports

Liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the Insured

Contractual Liability

Any liability assumed by the Insured under any contract or agreement unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or satisfactory quality or safety of any Products Supplied

Exports to the USA or Canada

Liability arising from Products Supplied which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

Foreign Operations

Any associated or subsidiary company of the Insured, or branch office or representative of the Insured, with power of attorney domiciled outside the Territorial Limits

Medical Malpractice Exclusion

The Insurer shall not be liable under this Policy in respect of any claim arising from the management and provision of Professional Healthcare Services.

For the purposes of this exclusion Professional Healthcare Services shall mean medical treatment or services usually or normally rendered by members of the health care professions including but not limited to

- (a) medical and dental practitioners
- (b) nurses and midwives
- (c) professions allied to medicine
- (d) ambulance personnel
- (e) laboratory staff and relevant technicians
- (f) others making clinical decisions or judgements on behalf of those professions listed above

For the avoidance of doubt Professional Healthcare Services shall also include:

- (a) the use of medical apparatus and/or equipment in rendering such medical treatment or services
- (b) the management and/or provision of
 - (i) drugs
 - (ii) medical products
 - (iii) food or drink to the extent only that liability arises out of a clinical decision or judgment relating to the selection quantity and nature of such food or drink when important to the well-being and health of the recipient

which shall include the labeling recording supply safekeeping use prescription storage administering and disposal of drugs medical products and food or drink

Pollution or Contamination

Liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

Professional Advice, Design or Specification

Liability arising out of professional advice, design or specification given by You for a fee or in circumstances where a fee would normally be charged

Property Damage and Defective Work

Liability arising from

- a) damage to that part of any property upon which You or any Employee or agent of Yours is or has been working where the damage is the direct result of faulty workmanship prior to the sale or transfer of the property to some other party
- b) damage to land or property previously owned by You but sold or transferred to another party where such damage results from a defect in that land or property
- c) Losses consequent upon damage to property designed by You, or on Your behalf, and subsequently sold or transferred to some other party
- d) The cost of rectifying defective work carried out by or on Your behalf

Property Held in Trust

Liability arising from

damage to property belonging to You, or in either Your or any Employee's custody and control, or held in trust by or borrowed,

rented, leased or hired for use by You but this Exclusion will not apply to:

- a) The personal effects including vehicles or their contents of any member, Employee or visitor
- b) Buildings or their contents temporarily occupied by You for the purpose of carrying out work therein or thereon
- c) Premises or their fixtures and fittings hired, rented, leased or loaned to You, other than such damage if liability is assumed by You under a tenancy or other agreement and would have attached in the absence of such agreement

Replacing or Rectifying Products

Liability arising from

Replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products Supplied or making any refund on the price of any Products Supplied or damage to the Products Supplied themselves

Use of Heat Work Away

Liability arising from or in connection with any work away from premises owned leased or rented by You which involves the use of grinding wheels cutting discs angle grinders electric oxy-acetylene or other welding or cutting equipment blow lamps blow torches flame guns hot air guns heated bitumen asphalt or tar

Vessels and Craft

Liability arising from the ownership or possession or use by You, or on Your behalf, of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways.

**Exclusions In respect of Section B –
Employer’s Liability**

We shall have no liability under this Policy to indemnify You or anyone for whom insurance is requested in respect of the following exclusions which apply in addition to the General Exclusions of this Policy.

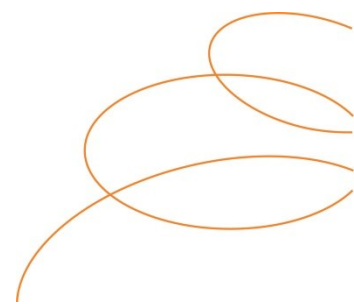
Work Offshore

Liability for Bodily Injury caused:

- a) On any Offshore Installation or support or accommodation vessel for any Offshore Installation
- b) In transit to, from or between any Offshore Installation or support or accommodation vessel for any Offshore Installation

Work Overseas

Liability in respect of any Bodily Injury caused outside the Territorial Limits, but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the Territorial Limits and that the Employee is normally resident in and travelling from the Territorial Limits. This insurance shall not apply in respect of any liability for payment arising from any Workman's Compensation, social security or similar health insurance legislation.



Section C. Officials Indemnity

Special Definitions:

Unless otherwise stated, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in this section C of Your Policy.

Services means only:

- a) Those activities which You:
 - i. Had a statutory duty to perform; or
 - ii. Manage or perform under the terms of a written contract or agreement in conjunction with any other local authority whose statutory duty those activities represent;
- b) Advice provided by You which You do not have a statutory duty to provide:
 - i. For which no fee is charged or received; and
 - ii. Which is not given under a written contract or agreement; and

where such advice is provided by any director, member or Employee who is acting within the scope of their authority or remit by virtue of their job description or other official guidelines issued to them by You.

Cover

Negligent Acts and Omissions

We will indemnify Financial Loss which You may become legally liable to pay together with Costs and Expenses in respect of any claim against You directly arising from any actual or alleged negligent and accidental act or omission committed within the Territorial Limits, by Your Employee, director or member

in the normal execution of their duties as part of the provision of Services by the Business provided always that the claim is first made against You and notified to Us during the Period of Insurance.

Bailiffs

Any Bailiff acting for You under a contract for services will be regarded as an Employee but will not be entitled to indemnity under Indemnity to other Persons (below)

Court Attendance Costs

In addition to the Limit of Indemnity, We will pay You a daily rate of £500 for each director, member, or Employee required at Our request to attend court as a witness in relation to any matter for which an indemnity is afforded under this Section.

Negligent Acts and Omissions - Indemnity to Other Persons

At Your request We will indemnify Financial Loss which Your director, member or Employee may become legally liable to pay together with Costs and Expenses in respect of any claim against them directly arising from their actual or alleged negligent and accidental act or omission committed within the Territorial Limits in the normal execution of their duties as part of the provision of Services by the Business

Provided always that:

- a) the claim is both first made against that director, member or Employee and notified to Us during the Period of Insurance;
- b) You would have been entitled to indemnity under the 'Cover: Negligent Acts and Omissions' Clause of this Section had the claim been made against You, but this proviso will not apply to liability attaching to any Employee in

- their personal capacity which arises out of the performance by that Employee of a statutory function under the terms of a written agreement with You, under the terms of which You have agreed to provide the Employee with an indemnity
- c) No indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act
- d) Any person claiming indemnity:
- i. is not entitled to indemnity from any other source
 - ii. was at the time of the incident giving rise to the claim acting within the scope of their authority
 - iii. will be subject to the terms and conditions of this Policy in so far as they can apply
- e) agrees to Us having the sole conduct and control of any claim and/or settlement.
- b) enquiries made of You for a fee on the form of standard printed enquiries current at the date of receipt the form of which enquiries has been agreed by the Association of Local Authorities and other relevant bodies or
- c) enquiries other than those covered under clause (b) above added to the standard printed form of enquiries and for which an additional fee is paid provided that
- (i) such additional enquiries are included on the same form and You or Your Employee replies to such enquiries at the same time as the enquiries covered under clause (b) above and
 - (ii) such additional replies are accompanied by a disclaimer of liability by You or Your Employee

Provided always that:

1. No indemnity shall be provided where the error giving rise to the claim occurred before the Retroactive Date stated in the Schedule;
2. The claim for compensation is made against You and/or Your Employee during the Period of Insurance; and
3. The claim is notified to Us within the Period of Insurance or within thirty days after the end of the Period of Insurance;
4. Our maximum liability for any one claim covered under this Clause shall be GBP 5,000,000 and in the aggregate for any one Period of Insurance, such limit to be subject to and not in addition to the Limit of Indemnity.
5. We shall have no obligation under this Policy to indemnify

Land Charges

We will indemnify Financial Loss which You and/or Your Employee may become legally liable to pay as compensation together with Costs and Expenses occasioned by an error by You or Your Employee in regard to information given or made available in reply to

- a) enquiries made (in statutory form) in respect of registers and other records which You are under a statutory duty to maintain or

losses beyond the scope of cover offered under this Clause notwithstanding that another insuring clause under this Section may also apply to cover the same losses.

Outside Entity Contingency Cover

At Your request We will indemnify Financial Loss which Your director, member or Employee may become legally liable to pay together with Costs and Expenses in respect of any claim against them directly arising from their service on the board or participation in the capacity of a governor, officer, trustee, director, committee member or other official of any not-for-profit entity other than You.

Provided always that:

- a) The service or participation by the director, member or Employee is specifically requested by You or under Your specific direction
- b) You are legally entitled to approve the service or participation and to indemnify the Employee or member in respect of it
- c) Any payment will only be made by Us for an amount in excess of any indemnification or insurance coverage provided by the not-for-profit entity or afforded from any other source and to which the director, member or Employee is entitled
- d) We shall have no obligation under this Policy to indemnify losses beyond the scope of cover offered under this clause notwithstanding that another insuring clause under this Section may also apply to cover the same losses.

Elections

In connection with the conducting of elections under Your authority and control, We will indemnify You, and at Your request, any returning officer, acting returning officer or counting officer against:

- a) Defence Costs incurred in connection with the defence of any proceedings brought against You or any returning officer, acting returning officer or counting officer
- b) The cost of holding another election in the event of the original election being declared invalid.

Provided always that:

- i. Such proceedings or invalidation are the result of the accidental:
 - 1) Contravention of any of the provisions of the Representation of the People Act 1983; or
 - 2) Breach of any ministerial or other duty by the returning officer, acting returning officer, counting officer or any other person employed by or officially acting for them in connection with the election
- ii. No indemnity is available to You or any returning officer, acting returning officer or counting officer from any other source;
- iii. We shall have no obligation under this Policy to indemnify losses beyond the scope of cover offered under this clause notwithstanding that another insuring clause under this

Section may also apply to cover the same losses.

Any amount stated in the Schedule as the excess applicable under this Policy will not apply to this section.

Certificates of Title

We will indemnify Financial Loss which You may become legally liable to pay together with Costs and Expenses in respect of any claim against You in connection with an indemnity given by You to the Chief Land Registrar relating to certificates of title issued by You.

Extensions

The following Extensions shall be subject to the Limit of Indemnity for this Section unless otherwise expressly provided.

1. Data Protection Act Costs

We will indemnify You, and at the Your request, any director, member or Employee in respect of Defence Costs incurred with Our prior written consent in the defence of any prosecution brought or made against You or Your director, member or Employee for any actual or alleged breach of the provisions of the Data Protection Act 1998.

Provided always that:

- a) The breach or alleged breach arises out of the Business
- b) We will not be liable:
 - i. For any fines of whatsoever nature
 - ii. Where the prosecution arises from a deliberate or intentional criminal act or omission
 - iii. Our liability for all Financial Loss and/or Costs and Expenses payable under this clause is limited to the sum £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

It is a condition precedent to Our liability that You must advise Us in writing as soon as possible and in any event during the Period of Insurance of:

- 1) Any circumstances of which You or any of Your directors, members or Employees become aware which are

likely to give rise to a prosecution under the Data Protection Act 1998;

- 2) The receipt by You or Your director, member or Employee of a notice of intended prosecution from any person or entity.

2. Consumer Protection Act 1987

We will indemnify You in respect of all sums which You may become legally liable to pay as compensation under Section 14 (7) of the Consumer Protection Act 1987, provided always that:

1. We shall only have a liability under this Extension where a claim arising from the same facts gives rise to an indemnity under a Cover clause of this Section; and
2. Our liability for all compensation payable under this Extension is limited to the sum of £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

3. Food Safety Act 1990

We will indemnify You in respect of all sums which You may become legally liable to pay as compensation under Section 9(7) and 12(10) of the Food Safety Act 1990, provided always that:

- 1 We shall only have a liability under this Extension where a claim arising from the same facts gives rise to an indemnity under a Cover clause of this Section; and
2. Our liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against You and notified to Us during any one Period of Insurance. This limit is subject to the Limit of Indemnity.

4 Public Health Act

We will indemnify You, subject to the Limit of Indemnity together with Costs and Expenses unless otherwise expressly provided for in the Schedule, for all sums which You shall become legally liable to pay as compensation together with associated Defence Costs:

(i) under Section 20 of the Public Health (Control of Disease) Act 1984 Schedule 3 in respect of loss of earnings sustained by any person as a result of such person complying with a notice to discontinue work served in accordance with Section 20 of such Act

(ii) Under Regulation 9 of the Public Health (Infectious Diseases) Regulations 1988 in respect of loss of earnings sustained by any person as a result of compliance by such person (including a person suspected of being a carrier of any infection to which Schedule 4 of the above Regulations applies and is otherwise fit for work) with a notice to discontinue work served in accordance with the provision of the said Schedule 4

(iii) for loss of earnings sustained by any person excluded from work under the terms of

1. a notice issued under paragraph (2) of Regulation 19 of the Milk and Dairies (General) Regulations 1959
 2. Paragraph 3(a) to (c) inclusive of Schedule 3 Part 1 of the Poultry Meat (Hygiene) Regulations 1976
- a) in respect of loss alleged to have been sustained by the employer of any person in respect of whom the Company agrees to pay Compensation in accordance with the terms of this

Policy when such loss arises directly out of the exclusion from work of such person.

5. Ultra Vires

We will also indemnify You under this Section C for Financial Loss where the act or omission directly causing such Financial Loss was committed by an Employee or member in the reasonable belief (judged by an objective standard) that it was made within the legal power of the business or authorised legal power of the Employee or member

Provided always that:

1. We shall only have a liability under this Extension where a claim arising from the same facts gives rise to an indemnity under a Cover clause of this Section;
2. no indemnity shall be provided where the error giving rise to the claim occurred before the Retroactive Date stated in the Schedule
2. the claim for compensation is made against You during the Period of Insurance;
3. the claim is notified to Us within the Period of Insurance or within 30 days after the end of the Period of Insurance;
4. The amount of any loss of earnings shall be agreed between You and Us before any payment is made to a person on whom notice has been served in calculating the loss of earnings due to any such person there shall be taken into account any sick pay sickness benefit or other payment to which such person may be entitled under any Social Security Act or otherwise; and
5. With Our prior written agreement You may make weekly payments to any person on whom notice has been served on account of loss of earnings as aforesaid but We shall not be bound to reimburse You in respect of such payments until the total amount due shall have been ascertained and agreed.

Special Exclusions

Section C - Officials Indemnity does not provide cover for:

Contractual Liability

Any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract unless liability would have arisen notwithstanding the existence of the contract.

Defamation or Malicious Falsehood

Losses arising from libel, slander, defamation, malicious falsehood or injurious falsehood

Defective Work

The cost of rectifying defective work

Employment Benefits

Any claim, costs or losses arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to any actual, former or prospective director, member or Employee.

Land or Property Sales or Transfers

Any claim or losses arising directly or indirectly in relation to land or property sold or transferred by You to another party where defects in the land or property affect the value of that land or property

Maladministration, Misfeasance or Surcharge

- a) Any claim wholly or in part attributable to, based upon or caused by any finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction unless legal liability would have attached independently of such finding;

- b) Any claim or loss arising from any actual or alleged misfeasance in public office;
- c) Any surcharge made by the District Auditor or other competent body.

Pollution and Contamination

Any claim or losses arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

Products Supplied

Financial Loss arising from Products Supplied

Professional Liability, Errors and Omissions

any claim or loss arising in connection with any error or omission in advice, design or specification other than in the provision of Services by the Business.

Retroactive Date

Any claim or loss where the negligent act, error or omission giving rise to it occurred prior to the Retroactive Date stated in the Schedule

Searches

Any claim or loss arising in connection with searches or enquiries in relation to land or property other than to the extent expressly indemnified under Insuring Clauses 'Land Charges'.

Statutory Compensation

Liability for compensation arising under any statute or regulations made under such statute except to the extent that:

- a) Cover is provided under Extensions 2-3 and 4
- b) liability would have attached to the Insured in the absence of such statute or regulations.

Ultra Vires

any claim or loss arising directly or indirectly from any act or omission by a director, member or Employee where that director, member or Employee could not have held the reasonable belief (judged by an objective standard) that they were acting within the legal power of the Business or any other relevant authorised legal power bestowed upon them.

Special Conditions

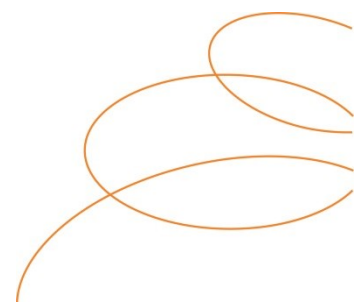
In addition to the General Conditions of this Policy, the following special conditions apply to Section C.

Illegal Dstraint

The exception of 'damage to property' appearing in the Financial Loss definition will not apply to the disposal of property which has been the subject of illegal dstraint.

Reasonable Care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against You arising out of the conduct of the Services.



Section D: Defamation, Libel and Slander

Cover

Defamation, Libel and Slander

We will indemnify You in respect of all sums which You may become legally liable to pay together with associated Costs and Expenses arising from any claim against You, including under the Defamation Act 2013, or equivalent legislation in any applicable jurisdiction, in respect of any

- a) Libel by a member, director or Employee of Yours, appearing in any publication normal in the Business during the Period of Insurance provided such publications were specifically authorised by You;
- b) Slander in oral utterances made during the Period of Insurance by a member, director or Employee of Yours arising out of and in the course of:
 - i. The discharge of official duties by them on Your behalf
 - ii. In the case of a member or director, official business at meetings of Yours or Your committees or subcommittees, or any occasion when the member or director is specifically authorised to represent You

provided that the claim is first made against You and notified to Us during the Period of Insurance or within 12 months of the end of the Period of Insurance.

Indemnity to Other Persons

At Your request We will also indemnify under the 'Cover: Defamation, Libel and Slander'

Clause of this Section, any member, director or Employee provided always that:

- a) the claim is both first made against that director, member or Employee and notified to Us during the Period of Insurance;
- b) You would have been entitled to indemnity under the 'Cover: Defamation, Libel and Slander' Clause of this Section had the claim been made against You;
- c) Any person claiming indemnity:
 - i. Is not entitled to indemnity from any other source
 - ii. was at the time of the incident giving rise to the claim acting within the scope of their authority;
 - iii. will be subject to the terms and conditions of this Policy in so far as they can apply: and
 - iv. agrees to Our having sole conduct and control of any claim.

Special Exclusions

In addition to the General Exclusions under the Policy, Section D - Libel and Slander does not provide cover for:

Malicious Falsehood or Injurious Falsehood

Liability arising from malicious falsehood or injurious falsehood

Members Co-Insurance

The first 10% of all sums that the Insurer may be called upon to pay under this section in respect of the indemnity provided to members under this section

Prior Publications

any publication, transmission or utterance by or on Your behalf which first took place prior to the Period of Insurance.

Knowledge / intentional defamation, libel and slander

- i) any publication, transmission or utterance made or undertaken intentionally and in the knowledge that the material or statement therein is false or likely to result in a claim covered under this Section; or
- (ii) any defamation, libel or slander arising from the personal spite or ill will of any Employee, director or member, towards the claimant.

contested with the probability of success, You shall at your own cost:

- i) tender such apologies and offer such amends as such Counsel or legal authority shall advise should properly be made in the circumstances; and/or
- ii) agree to the withdrawal of the offending matter or the publication of any amendment or alteration necessary to secure withdrawal of the claim.

Contractual liability

liability which attaches solely by virtue of a contract or agreement

Withdrawal Costs

the cost of withdrawal and/or amendment of any publications

Special Conditions
Reasonable Precautions

You shall take all reasonable precautions to avoid defamation, libel or slander in the course of your Business and where appropriate shall take legal advice at your own cost.

Confidentiality

You shall not disclose the existence of this insurance.

Reparations / Contesting a Claim

In the event of a claim or occurrence which may give rise to a claim under this Section, unless a Queen's Counsel or similar legal authority (to be mutually agreed upon) shall advise that any proceedings could be

Section E: Professional Negligence

Special Definitions

Unless otherwise stated, or unless an alternative definition is specified, then the following words (highlighted in bold) will be taken to have the same meaning whenever they appear in this section E of Your Policy.

Financial Loss

(i) Loss or damage other than arising from Bodily Injury, illness or disease; or

(ii) loss of or physical damage to property other than that to which the Services relate howsoever arising, including from any Obstruction, Tresspass or Nuisance by the Insured.

Services

The professional services, other than those which the Insured has a statutory duty to perform, as specified in the Policy Schedule for which a fee is charged or would normally be charged.

Cover

We will indemnify Financial Loss which You may become legally liable to pay together with associated Costs and Expenses in respect of any claim against You directly arising from breach of professional duty by reason of any actual or alleged negligent and accidental act, or omission committed within the Territorial Limits by Your Employee, director or member in the normal execution of their duties as part of the provision of Services by the Business, provided always that the claim is first made against You and is notified to Us during the period of Insurance.

Court Attendance Costs

We will pay You a daily rate of £500 if any member, Employee or volunteer is required to attend court as a witness at Our request.

Employee Dishonesty

We will indemnify Financial Loss which You may become legally liable to pay together with Costs and Expenses in respect of all claims against You directly arising from any dishonest or fraudulent act or omission on the part of any Employee provided that:

- (i) such dishonest or fraudulent act or omission was made without the consent or connivance of any member director officer or principal of the Insured
- (ii) no person committing or condoning such fraudulent act or omission shall be entitled to indemnity
- (iii) at Our request You shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person
- (iv) the following shall be deducted from any amount which but for this sub-clause (iv) would be payable by Us under this insurance:
 - (a) any monies which but for such dishonest or fraudulent act or omission would be due from You to the person committing or condoning such act or omission
 - (b) any monies held by You and belonging to such person
 - (c) any monies recovered following action as described in (iii) above
- (v) We shall not be liable for any claim arising from any dishonest or fraudulent act or

omission committed by

- (a) any person after the discovery by a member, director, officer or principal of Yours or of reasonable cause for suspicion of fraud or dishonesty in relation to that person
- (b) any member, director, officer or principal of Yours

- i. Is not entitled to indemnity from any other source; and;
- ii. Was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- iii. Will be subject to the terms and conditions of this part in so far as they can apply

Extended Reporting Period

In the event that You elect not to renew or extend this Policy; and do not affect any similar Policy or scheme of self-insurance in substitution, at the end of the Period of Insurance, and provided We have not refused to offer to renew or extend this Policy at the end of the Period of Insurance or otherwise have sought to exercise our rights to cancel the Policy, then:

Immediately following the expiry of the Period of Insurance You shall be entitled to an extended period of 30 days within which to notify Us of any claims made against You or any occurrence that may give rise to a claim provided the cause of which occurred prior to the expiry of the Period of Insurance and but for the expiry of the Period of Insurance would otherwise be covered under this Policy.

Indemnity to Other Persons

We will also indemnify under the terms of this Section at the Insured's request any Employee or member.

Provided always that:

- a) The Insured would have been entitled to indemnity had the claim been made against the Insured; and
- b) No indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and
- c) Any person claiming indemnity:

- d) We have the sole conduct and control of any claim.

Legal Representation

We will also cover any reasonable Defence Costs necessarily incurred with Our prior written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate Your affairs that are first instigated against You and notified to Us during the Period of Insurance and which may otherwise be the subject of indemnity under this Policy.

Provided always that Our liability will not exceed £10,000 in the aggregate during the Period of Insurance and this limit will form part of and not be in addition to the Limit of Indemnity stated in the Policy Schedule.

Mitigation Costs

We will indemnify You against any reasonable legal Costs and expenses necessarily incurred with our prior written consent for the sole purposes of mitigating a loss or potential loss that would otherwise be the subject of a claim under this Policy.

Special Exclusions

In addition to the General Exclusions under this Policy Section E - Professional Negligence does not provide cover for:

Defamation or Malicious Falsehood

Liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

Express Warranties and Guarantees

Liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by You unless:

- a) You would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
- b) We have agreed in writing to provide an indemnity

Financial Investment

Liability arising out of any activities regulated by the Financial Conduct Authority or equivalent authority or any advice or services relating to the financing or investment for any project, scheme or venture

Joint Ventures

Liability arising out of Your involvement in any joint venture, consortium, association or other entity of which You form part, unless You have obtained Our prior written consent that such involvement forms part of Your Services

Pollution or Contamination

Liability arising directly or indirectly out of Pollution or Contamination, other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

Prior Circumstances and Claims

Liability for any:

- a) claim made, threatened or intimated against You prior to the Period of Insurance
- b) claim or loss directly or indirectly arising out of, or in any way involving any fact or circumstance:
 - (i) of which written notice has been given, or ought to have been given, under any previous policy (whether insured by Us or not); or
 - (ii) of which you first became aware prior to the Period of Insurance and which You knew or ought reasonably to have known might give rise to a claim or loss and which was either disclosed, or in Our reasonable opinion ought to have been disclosed, as part of Your duty to make a fair presentation of the risk to Us prior to inception, renewal or variation of this Policy

Retroactive Date

Financial Loss where the breach of professional duty giving rise to it occurred before the Retroactive Date specified in the Policy schedule

Virus or Similar Mechanism, Hacking or Denial of Access

Liability arising out of:

- a) Virus or similar mechanism
- b) Denial of service attack
- c) Hacking or unauthorised use of a computer system or network

Work Outside the Services

any claim or loss arising from any act, error or omission committed by an Employee otherwise than in the course of the discharge of their duties on Your behalf in connection with the Services or as expressly indemnified under Cover Clause 'Employee Dishonesty'

Special Conditions

In addition to the General Conditions of this Policy the following Special Conditions apply:

Queen's Counsel

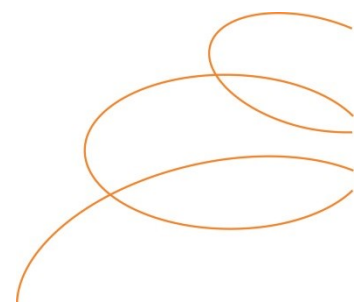
You will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by You and Us advises that on the actual facts of the case concerned such claim could be contested with a reasonable prospect of success.

Reasonable Care

You will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against You arising out of the conduct of the Services.

Sole Agent

The Insured named in the Schedule shall act on behalf of all those entitled to indemnity under this Section with respect to the giving and receiving of notice under this Policy, including the giving of notice of any claim or circumstances, the payment of premium, the receipt and acceptance of any endorsements attaching to and forming part of this Policy



Data Protection

From 25th May 2018 the General Data Protection Regulation (GDPR) comes into effect. Protector Insurance is committed to ensuring that privacy is protected and has updated its Privacy Policy accordingly. The Privacy Policy is a statement explaining what data is collected from customers and how it is used. The Privacy Policy can be accessed on the Company website

<https://www.protectorinsurance.co.uk>

From time to time the contents of this policy may be updated and you should check the website periodically for updates.

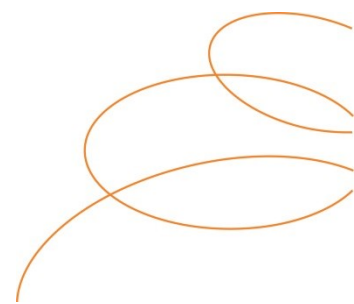
Appointed Agent

Where **you** have declared an existing relationship with an **Appointed Agent** as described below **you** agree that this Agent is a data processor in relation to **your** data and the insurance contract.

You agree that all processing undertaken on **your** behalf is performed in a manner compliant with Regulation (EU) 2016/679 EU (GDPR) Article 28 and governed by a separate contract between **you** and the Processor. **You** agree that the contract will contain the provisions, requirements and conditions as prescribed by Article 28 (3) GDPR.

You warrant that due to this agreement between **you** and the Agent, the Agent has full capacity, authority and necessary approvals to exchange and process data with **you** and Protector Insurance as required for the purpose of fulfilment of this contract and in line with Protector's published Data Privacy Notice.

Appointed Agent is deemed to mean any party other than an appointed advisor or Protector, who performs a service such as claims handling in connection with this policy on **your** behalf.



Financial Conduct Authority and Prudential Regulation Authority

This insurance is underwritten by Protector Forsikring ASA, which is Authorised by Finanstilsynet, and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct and Prudential Regulation Authority are available from us on request, alternatively you may wish to visit the Financial Conduct Authority, financial services website: <https://www.fca.org.uk/>

Your Right to Complain

Every effort is made to ensure that You receive a high standard of service. However, if you are not satisfied and our service does not meet your expectations please contact us and provide your policy/claim number and the Insured name to help us deal with your comments quickly:

Customer Relations Manager
Protector Insurance
7th Floor,
3 Hardman Street,
Spinningfields,
Manchester,
M3 3HF
Tel: 0161 274 9077

Email: csm@protectorinsurance.co.uk

If your cover was purchased through an intermediary and your complaint relates to the way in which your insurance was sold, the service provided by your intermediary or to a claim, your intermediary will deal with your complaint.

If your complaint is about our service or the policy terms and conditions, your insurance intermediary may refer your complaint to us. We or your insurance intermediary will investigate your complaint and issue a final response letter.

We will acknowledge your complaint within 5 business days of receipt. In the unlikely event that your complaint hasn't been resolved within 4 weeks of receipt, we'll write and advise you of the reasons why and the further action we will take. Within eight weeks of receipt we will either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have concluded our investigation.

If you are unhappy with the response and you are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust) you may wish to contact the Financial Ombudsman Service

Their address is:
The Financial Ombudsman Service Exchange Tower
London E14 9SR

Consumer helpline number: 0800 0234567
Internet: www.financial-ombudsman.org.uk

