

PROTECTOR
Insurance

Commercial 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.

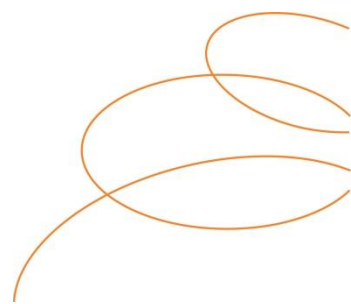
This Policy has been prepared in accordance with the information provided by You. In its preparation, the Insurer has relied upon the information provided by You as constituting a fair presentation of the risk to be insured. It is Your responsibility to undertake a reasonable search for material circumstances 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.

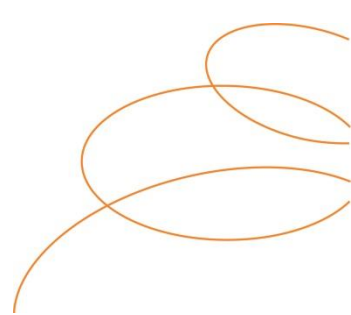
Signed, on behalf of Protector Insurance



Henrik Høye, Chief Executive Officer



Contents	
General Definitions	4
General Conditions	7
General Exclusions	11
A. Public and Products Liability & B. Employers' Liability	
Cover	13
General Extensions	14
Extensions applicable to Sections A & B	14
Exclusions applicable to Sections A	19
Exclusions applicable to Section B	22
Data Protection Act	23
FCA Regulation	25
Complaints Procedure	25



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

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

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

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

Protector Insurance / Protector Forsikring ASA.

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

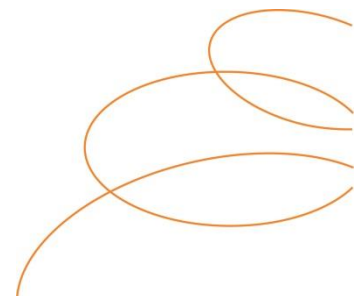
means Great Britain, Northern Ireland, The Channel Islands or the Isle of Man

- 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.

Terrorist Action 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**

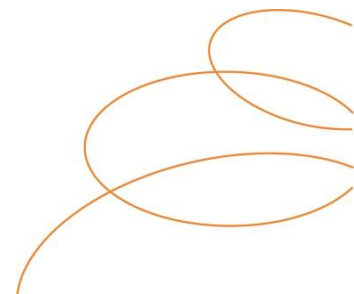
You shall in the event of any occurrence giving rise to or which may give rise to a claim under this Policy or any Section of it, and/or upon receipt by You or anyone who may be entitled to insurance under this Policy of any written notice of any claim or legal proceeding

- 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.

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 covering the same liability, loss, damage or injury, whether effected by You or not, then We will not be liable to contribute to such claim.

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.

Premium Adjustment

If any part of the premium under this Policy is calculated on estimates the Insured shall within 60 days from the expiry of each Period of Insurance furnish to the Insurer such particulars and information as the Insurer may require with the premium for such period being adjusted accordingly and the difference paid or allowed to the Insured as the case may be subject to any minimum premium stated in the Schedule.

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

1.1 The Limit of Indemnity specified in the Schedule as being applicable to Sections A "Public and Products 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 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

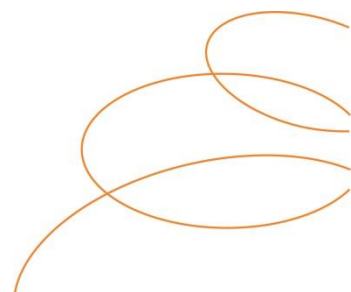
2.1 The Insurer shall only be liable for the amount of loss that is in excess of the Deductible up to the applicable Limit of Liability.

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.



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

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

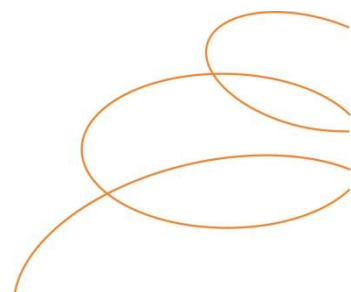
- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

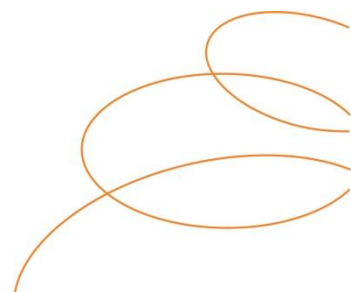
Indemnity against legal liability in respect of accidental:

- 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
 - iv. Where indemnity for Defence Costs outlined above is available from any other source or is provided by any other insurance, or where but for the existence of this section, indemnity would have been provided by such other source or insurance
- 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

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.

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 request, 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.

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.

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

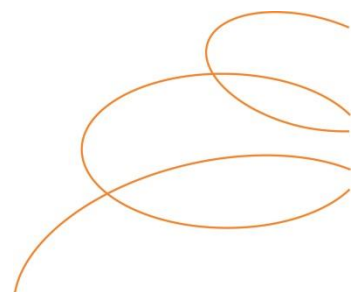
The Insurer shall not be liable under this Policy in respect of any claim arising from the management and provision of Professional Healthcare Services.

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

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

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

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

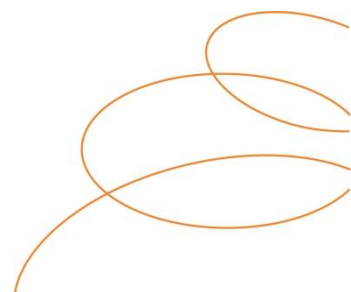
Replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products Supplied or making any refund on the price of any Products Supplied or damage to the Products Supplied themselves

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.

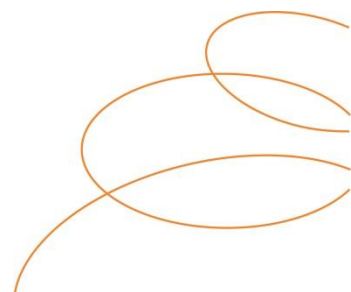
Work Offshore

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.



Data Protection

From 25th May 2018 the General Data Protection Regulation (GDPR) came 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.

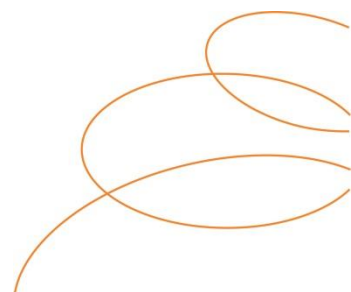
Appointed Agent

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 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.



Company Information

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company.

We are an Prudential Regulation Authority and Financial Conduct Authority EEA authorised firm, FCA financial services register number: 602381.

Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Our UK registered office address is: 7th Floor, 3 Hardman Street, Spinningfields, Manchester, M3 3HF. Companies House registration number: FC033034.

Protector delivers land based insurance to commercial and public sector clients and we distribute our products through insurance brokers.

We provide no personal recommendation or advice about the insurance products offered, and any financial advice needed should be sought from an authorised intermediary.

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Provision of Insurance cover for any territory outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, is underwritten by our principal firm, Protector Forsikring ASA.

Protector Forsikring ASA is supervised by the Norwegian financial services regulator, Finanstilsynet. Organisation number: 985279721.

Registered office address: Aker Brygge, Støperigata 2, 0250 OSLO, Norway.

Further information regarding our principal firm's regulatory permissions is available on the Finanstilsynet's registry: <https://www.finanstilsynet.no/en/finanstilsyner-registry/>

For more information on our principal firm Protector Forsikring ASA, please refer to the Oslo stock exchange:

https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders

Your Right to Complain

We're proud of the service we provide to our brokers and clients, but we know that sometimes things can go wrong. Our aim is to get it right, first time every time. If we make a mistake we will learn from it and try to put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected. If we have not resolved the situation within eight weeks and you are an 'eligible' complainant you may be entitled to refer it to the Financial Ombudsman Service. For more information on eligibility please refer to the Financial Ombudsman Service at: <http://www.financial-ombudsman.org.uk/>

Should you wish to make a complaint then it should be directed to:

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 will write and advise you of the reasons why and the further action we will take.

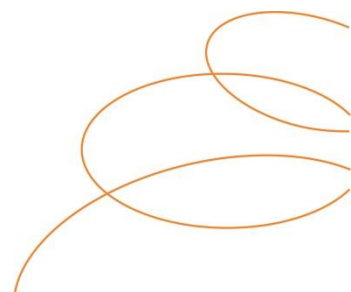
Within eight weeks of receipt we will either issue you with a final response letter detailing the outcome of our investigation and our decision, or a letter confirming when we anticipate to have concluded our investigation.

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**



Protector Insurance Commercial Sector Liability Wording
LBY006 Effective 20th September 2021

