

**PROTECTOR**  
Insurance

**Commercial  
Sector Liability  
Wording LBY009**



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 and endorsements 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

A handwritten signature in black ink, appearing to read 'Henrik Høye', written in a cursive style.

Henrik Høye, Chief Executive Officer

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## General Definitions

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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.

### **1. Asbestos**

shall mean asbestos, asbestos fibres or derivatives of asbestos including any product containing any asbestos, asbestos fibres or derivatives of asbestos.

### **2. 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.

### **3. 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.
- 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;
- d) the organisation of, attendance at and participation in exhibitions, trade fairs, conferences, seminars and the like within the Territorial Limits;
- e) employment of labour only sub-contractors for performance of work on behalf of the Insured;
- f) provision of nursery crèche or child care facilities where incidental to the Business;
- g) the maintenance of premises owned or occupied by the Insured.

### **4. 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.

### **5. Deductible**

Means the amount the Insured agrees to pay before the Insurer shall be liable to make any payment under this Policy and such amount shall be inclusive of all Costs and Expenses and shall serve to reduce the Limit of Indemnity stated in the Schedule.

### **6. 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.

## **7. Employee**

Any natural person who is working for the Insured in connection with the Business and 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, training, study 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.

## **8. Limit of Indemnity**

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

## **9. 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;
- iii. pedestrian, road, rail, air or waterborne traffic.

## **10. Occurrence**

Shall mean one accident event or series of and/or several accidents or events consequent upon or attributable to one source or original cause.

## **11. 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.

## **12. 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.

## **13. 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).

## **14. Personal Injury**

Means injury other than Bodily Injury occurring as a direct result of any of the following offences:

- a) false arrest detention discrimination eviction harassment or imprisonment or malicious prosecution;
- b) wrongful entry or eviction which interferes with the right of private occupancy;
- c) Invasion of the right of privacy.

## **15. Policy**

This policy wording and Schedule and any endorsements attached or issued.

## **16. 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.

## **17. Policyholder / Insured / You / Your**

The Insured named on the Schedule.

## **18. 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 which is not in the charge or control of the Insured at the time of the Occurrence.

## **19. Protector / Insurer / Us / We / Our**

Protector Insurance / Protector Forsikring ASA.

## **20. Schedule**

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

## **21. Territorial Limits**

Means Great Britain, Northern Ireland, The Channel Islands or the Isle of Man and:

- a) In respect of Section B – Employers' Liability anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction, in respect of non-manual work carried out during temporary visits by any Employee normally resident in, and travelling from Territorial Limits;
- b) In respect of Public Liability anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction, in respect of non-manual work carried out during temporary visits by any Employee normally resident in, and travelling from Territorial Limits;
- c) In respect of Products Liability anywhere in the World other than the United States of America, Canada and any territory under their jurisdiction in respect of Products Supplied in or from Great Britain, Northern Ireland, The Channel Islands or the Isle of Man.

## **22. 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 which is verified or recognised by the United Kingdom Government as an act of terrorism.

## General Conditions

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

### 1. 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.

### 2. 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:
  - i. such further particulars and information as We may reasonably require;
  - ii. if required, a statutory declaration of the truth of the claim;
  - iii. 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 or incur any costs 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.

### 3. Cancellation

We may cancel this Policy by giving You thirty (30) days' notice in writing sent to Your last known address.

### 4. 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.

## 5. Discharge of Liability

The Insurer at its sole discretion in respect of any Occurrence or Occurrences covered by this Policy 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.

## 6. 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:

- iii. deliberate or reckless, We may avoid the Policy, and treat it as though it had not existed and retain any premiums paid; or
- iv. 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
- v. 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:

- vi. 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
- vii. 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 must return any extra premiums paid upon the variation; or
- viii. 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.

## **7. Fraudulent Claims**

If any claim made under this policy by You or anyone acting on Your behalf is false or 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 false or fraudulent act;
- iv. keep the premium.

In the 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.

## **8. Law Applicable to Contract and Jurisdiction**

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.

## **9. 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 one Occurrence or all Occurrences of a series arising out of one original cause.

The liability of the Insurer under this section for all compensation payable by the Insured to any claimant or number of claimants in respect of any one Occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. Reasonable Precautions**

The Insured shall take all reasonable steps and precautions to prevent loss damage or injury that may give rise to a claim under this Policy.

## **15. 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, Switzerland or United States of America.

## **16. Scope of Cover**

- a) 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 Insurance;
- b) 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.

## **17. Retention**

- a) The Insurer shall only be liable for the amount of loss that is in excess of the Deductible up to the applicable Limit of Indemnity;
- b) The Deductible shall apply to all insured losses under the Policy and shall be borne by the Insured and shall remain uninsured;
- c) A single Deductible amount shall apply for each Occurrence.

**18. 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.

The Insured shall at the request and expense of the Insurer take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the Insured before or after any claim payment is made by the Insurer.

## General Exclusions

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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.

### **1. Limited Cyber Exclusion Clause - Employers' Liability, Products Liability and Public Liability**

- a) Notwithstanding any provision to the contrary within this clause or any endorsement thereto this Policy excludes any Cyber Loss regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2;
- b) Subject to the other terms, conditions and exclusions contained in this clause, this clause will cover losses arising from legal liability of the insured and statutory liability in the case of Employers' Liability caused by or arising out of a Cyber Act or a Cyber Incident which result in bodily injury to third parties (other than mental injury, mental anguish or mental disease not consequent upon bodily injury) or physical damage to third party property (but excluding loss or destruction of or damage to DATA);
- c) This endorsement is applicable to the following classes of business:
  - i. Employers' Liability;
  - ii. Products Liability;
  - iii. Public Liability.
- d) Other than cover written back under Clause 2 above any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of this clause.

#### Definitions

- a) Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident;
- b) Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System;
- c) Cyber Incident means:
  - i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

- ii. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- d) Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility;
- e) Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## **2. 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.

## **3. 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.

**4. 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.

## Cover

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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:

- i. physical damage to material property;
- ii. Bodily Injury to any person other than an Employee;
- iii. Obstruction / Trespass / Nuisance;
- iv. Personal Injury.

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

the liability of the Company for all damages payable in respect of all Bodily Injury and Damage occurring during any one Period of Insurance shall not exceed the Limit of Liability stated in the Schedule.

### **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.

### **Compulsory Insurance Legislation**

This Section of the Policy satisfies the requirements of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers' Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment thereof or similar legislation in Northern Ireland the Isle of Man and the Channel Islands.

The Insurer shall have the right to recover from the Insured any sums paid which it would not have been liable to pay but for such legislation.

## General Extensions

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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.

### 1. 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;
- e) 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.

## 2. 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:
    - a. 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;
    - b. The Food Safety Act 1990 or any regulations made thereunder;
    - c. 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.

### **3. 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.

### **4. 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; or
- 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 proceedings arising from any excluded risk under the Policy;
- iv. Any appeal unless counsel has advised there are strong prospects of such appeal succeeding.

### **5. 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.

## 6. Data Protection

This is a claims made and notified Extension

The Insurer will indemnify the Insured in the terms of Section 1 and Section 2 (if covered) of this Policy in respect of legal liability to pay damages or compensation and claimants costs in respect of claims first made in writing against the Insured and notified to the Insurer during the Period of Insurance or within 30 days of the expiry date of the Period of Insurance arising out of a Personal Data breach in the course of the Business under:

- a) Paragraph 1 of Article 82 of the General Data Protection Regulation (EU) 2016/679;
- b) Section 168 and 169 of the Data Protection Act 2018 insofar as a) above applies.

The liability of the Company to pay damages and Costs and Expenses under this Extension shall not exceed the Limit of Indemnity as stated in the Schedule any one claim and in the aggregate for all claims in respect of any one Period of Insurance. This limit falls within and is not additional to the Limit of Indemnity for Section 2 stated in the Schedule.

All claims arising out of the same originating cause shall for the purposes of this extension be deemed to have been made against the Insured when the first of such claims was received by the Insured.

This Extension does not apply to liability:

- 1) The costs of notifying any person regarding loss of personal data;
- 2) Fines, penalties liquidated, punitive or exemplary damages;
- 3) For which indemnity is provided in whole or in part under any other more specific insurance or to the extent that indemnity is provided elsewhere within this Policy;
- 4) Circumstances known to the Insured prior to commencement of the Period of Insurance;
- 5) Circumstances notified to or which ought to have been notified to previous insurers;
- 6) Any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by the Insured;
- 7) Circumstances known to the Insured prior to the Retroactive Date.

For the purposes of this Extension:

- 1) Personal Data Breach means a breach of security leading to the accidental or unlawful destruction loss alteration unauthorised disclosure of or access to Personal Data transmitted stored or otherwise processed;
- 2) Personal Data means information by which a natural person can be identified directly or indirectly by reference to an identifier such as a name an identification number location data an online identifier or to one or more factors specific to the physical physiological genetic mental economic cultural or social identity of that natural person;
- 3) Retroactive Date means date stated in Schedule.

## **7. 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 of the Insured's catering sports social and welfare organisation and fire first-aid or ambulance services;
- 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.

## **8. 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.

## **9. 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:

1. Employee, or any member of the family of such member or Employee, in connection with the Business;
2. Any member of the Insured's catering sports social and welfare organisation and first-aid services;
3. Business while engaged in club activities;
4. 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:
  - a. Unless We have the sole conduct and control of all claims;
  - b. Where liability attaches because of a contract or agreement and which would not otherwise have attached;
  - c. Where liability arises from any employment, business, profession or trade;
  - d. 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
  - e. Where liability is more specifically insured under any other insurance.

#### **10. Unsatisfied Court Judgements**

It is a condition precedent to Liability to the Insurer in the event that 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

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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

### 1. 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.

### 2. Airports

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

### 3. Asbestos

Liability arising directly or indirectly out of, resulting as a consequence of or related to or from any manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, handling or use of asbestos.

### 4. 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.

### 5. 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.

### 6. 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.

### 7. 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.
- c) 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 labelling, recording, supply, safekeeping, use, prescription, storage, administering, and disposal of drugs medical products and food or drink.

#### **8. Pollution or Contamination**

Liability in respect of Pollution or Contamination occurring anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction, unless 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.

#### **9. Pollution or Contamination in USA/Canada**

Liability in respect of Pollution or Contamination occurring anywhere in the United States of America or Canada and any territory under their jurisdiction.

#### **10. 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.

#### **11. 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.

#### **12. 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.

### **13. Damage to 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.

### **14. Terrorism**

Liability 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.

### **15. 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.

### **16. 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.

### **17. War**

We shall not indemnify the Insured 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.

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

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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.

### **1. Asbestos**

The Limit of Indemnity shall not exceed GBP5,000,000 including costs and expenses in respect of Liability arising directly or indirectly out of, resulting as a consequence of or related to or from any manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, handling or use of asbestos.

### **2. Road Traffic Act**

for Bodily Injury for which the Insured is required to arrange motor insurance or security in accordance with any road traffic legislation within Great Britain Northern Ireland the Channel Islands the Isle of Man or the European Union.

### **3. Terrorism**

The Limit of Indemnity shall not exceed GBP 5,000,000 including costs and expenses 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.

### **4. 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.

### **5. 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

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Protector Insurance will use (process) the information (data) provided by the Insured or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain), during the formation and performance of insurance contracts (policies) for policy administration, customer services, the payment of claims and the production of management information for business analysis and for the purpose of complying with regulatory requirements.

Protector shall process and keep such data secure at all times, and in full accordance with the principles of data protection (the Principles) enumerated in the EU General Data Protection Regulation.

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, their rights, whom we may share it with 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.

### Complaints Procedure

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/>.

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

Customer Relations Manager  
7<sup>th</sup> Floor  
3 Hardman Street  
Spinningfields  
Manchester  
M3 3HF

Email: [CSM@protectorinsurance.co.uk](mailto:CSM@protectorinsurance.co.uk)

Telephone: 0161 274 9077

Making a complaint or referral to the Financial Ombudsman Service does not affect your legal rights.

Protector Insurance is the UK permanent establishment of an overseas Public Limited Company. We are a Prudential Regulation Authority and Financial Conduct Authority authorised third country branch of an EEA 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](http://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/finanstilsynets-registry/>.

For more information on our principal firm Protector Forsikring ASA Plc please refer to the Oslo stock exchange: [https://www.oslobors.no/ob\\_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders](https://www.oslobors.no/ob_eng/markedsaktivitet/#/details/PROTCT.OSE/insiders)

**Commercial Sector  
Liability Wording  
LBY009 – 12<sup>th</sup> April  
2023**