

# SECTION GGL – LIABILITY

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## SUB-SECTION 1 – EMPLOYERS' LIABILITY

The **Insurers** will indemnify the **Insured** against

- (1) all sums which the **Insured** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **Injury** sustained by any **Employee** of the **Insured** arising out of and in the course of his employment or engagement by the **Insured** which arising in connection with the **Business** and caused during the Period of Insurance
  - (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - (b) whilst temporarily outside the countries named in (a) provided that any such **Employee** is
    - (i) ordinarily resident in any of the aforesaid countries
    - (ii) engaged in non-manual work
- (2) all costs and expenses incurred by the **Insured** with the written consent of the **Insurers** in respect of any claim against the **Insured** which may be the subject of indemnity under this Insurance

### LIMIT OF INDEMNITY

- (1) The maximum liability of the **Insurers** payable under this Sub-Section in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence inclusive of all costs and expenses shall not exceed the Limit of Indemnity stated in the Schedule
- (2) Notwithstanding (1) above, the Limit of Indemnity under this Sub-Section shall not exceed £5,000,000
  - (a) as a result of **Terrorism**

### RIGHTS OF RECOVERY

The indemnity granted this Sub-Section of this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employee**'s in Great Britain Northern Ireland the Channel Islands Isle or the Man but the **Insured** shall repay to the **Insurers** all sums paid by the **Insurers** which the **Insurers** would not have been liable to pay but for the provisions of such law

## SUB-SECTION 1 – EXCLUSIONS

The **Insurers** shall not indemnify the **Insured** under this Section against liability for **Injury** sustained by any **Employee** of the **Insured**

- (1) in respect of which compulsory insurance or security is required to be arranged by the **Insured** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order

(2) whilst **Offshore**

If the Insurers are required by compulsory insurance regulations to make a payment in respect of **Injury** occurring **Offshore** then the Limit of Indemnity of £5,000,000 any one occurrence shall apply

## SUB-SECTION 1 – EXTENSIONS

### Unsatisfied Court Judgements

Where a judgement for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee**

- (1) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by the **Insured** in the **Business**
- (2) against any company or individual operating from or resident in premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man in any court situate in Great Britain Northern Ireland the Channel Islands or the Isle of Man

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at the request of the **Insured** the **Insurers** will pay to the **Employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided that

- (1) there is no appeal outstanding
- (2) if any payment is made by the **Insurers** the **Employee** or the said legal personal representatives shall assign the judgement to the **Insurers**
- (3) Sub-Section 1 is operative at the time that such **Injury** is caused
- (4) the liability of the **Insurers** for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule

## SUB-SECTION 2 – PUBLIC LIABILITY

The **Insurers** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as damages including claimants' costs and expenses in respect of

- (1) accidental **Injury** to any person
- (2) accidental **Damage to Property**
- (3) obstruction trespass nuisance or interference with any right of way air light or water or other easement
- (4) wrongful arrest wrongful detention false imprisonment or malicious prosecution

which arises in connection with the **Business** and occurring during the Period of Insurance

- (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) whilst temporarily outside the countries named in (a) provided that any such **Employee** is

- (i) ordinarily resident in any of the aforesaid countries
- (ii) engaged in non-manual work

### LIMIT OF LIABILITY

The maximum liability of the **Insurers** payable under this Sub-Section in respect of damages in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence shall not exceed the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

## SUB-SECTION 2 – EXCLUSIONS

The **Insurers** shall not indemnify the **Insured** under this Sub-Section against liability

- (1) for **Damage to Property** belonging to the **Insured** or in the custody or control of the **Insured** or of any **Employee** of the **Insured** other than
  - (a) personal effects (including **Vehicle** and their contents) of **Employees** or visitors
  - (b) any premises including their **Contents** not being premises leased or rented to the **Insured** which are temporarily occupied by the **Insured** for the purpose of carrying out work therein or thereon
  - (c) any other **Property** on which the **Insured** or any **Employee** or agent of the **Insured** is or has been carrying out work but the **Insurers** will not indemnify the **Insured** in respect of **Damage** to that part of any **Property** being worked upon
- (2) in respect of **Injury** sustained by an **Employee** which arises out of and in the course of his employment or engagement by the **Insured**
- (3) arising from the ownership possession or use under the control of the **Insured** or of any **Employee** of the **Insured** of
  - (a) any mechanically propelled **Vehicle** including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
  - (b) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
- (4) caused by any **Product** after they have ceased to be in the custody or control of the **Insured** other than food or drink supplied primarily for the use of **Employees** or for entertainment purposes
- (5) which attaches by virtue of a contract or agreement but only to the extent to which it would not have attached in the absence of such contract or agreement
- (6) arising from professional advice given separately for a fee or other remuneration by the **Insured** or by anyone on the **Insured's** behalf or in circumstances where a fee would normally be charged
- (7) in respect of **Damage to Property** for the **Excess** as stated in the Schedule

## SUB-SECTION 2 – EXTENSIONS

### Data Protection Act

The indemnity provided by this Sub-Section shall extend to apply in respect of compensation for **Damage** arising out of any claim under Part II Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the **Insured** during the Period of Insurance

Provided that

- (1) the liability of the **Insurers** for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this Sub-Section Extension apply in respect of the total of all claims during any one Period of Insurance
- (2) the **Insured** has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- (3) the **Insurers** shall not provide indemnity
  - (a) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
  - (b) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Sub-Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - (c) for the costs of replacing reinstating rectifying or erasing any personal data
  - (d) against liability caused by or arising from any incident or circumstances known to the **Insured** at inception of this Sub-Section Extension which may give rise to a claim
  - (e) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
  - (f) against contractual liability
  - (g) against liability in respect of **Injury** to any person or **Damage to Property**

### Defective Premises Act

The indemnity provided by this Sub-Section shall extend to apply in respect of 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 the **Insured** for purposes pertaining to the **Business** and which have since been disposed of by the **Insured**

Provided that the **Insurers** shall not provide indemnity against liability

- (1) for which indemnity is provided by any other insurance
- (2) for the costs of remedying any defect or alleged defect in such premises

#### **Leased or Rented Premises**

Sub-Section 2 - Exclusion (1) (b) Sub-Section shall not apply to liability for **Damage** to premises (including their fixtures and fittings) leased or rented to the **Insured**

Provided that the **Insurers** shall not provide indemnity against liability assumed by the **Insured** under any agreement which would not have attached in the absence of such agreement.

#### **Motor Contingent Liability**

Notwithstanding Sub-Section 2 - Exclusion (3) (a) the **Insurers** will within the terms of this Sub-Section indemnify the **Insured** in respect of liability for **Injury** or **Damage to Property** caused by or arising from any motor **Vehicle** or trailer attached thereto not belonging to or provided by the **Insured** being used by an **Employee** in the course of the **Business**

Provided that the **Insurers** shall not provide indemnity against liability

- (1) in respect of **Damage** to any such **Vehicle** or trailer or **Property** conveyed therein or thereon
- (2) for which indemnity is provided by any other insurance
- (3) caused or arising whilst such **Vehicle** or trailer is
  - (a) engaged in racing pace-making reliability trials or speed testing or
  - (b) being driven by the **Insured** or
  - (c) being driven with the general consent of the **Insured** or their representative by any person who to the knowledge of the **Insured** or other such representative does not hold a licence to drive such **Vehicle** unless such person has held and is not disqualified from holding or obtaining such a licence or
  - (d) used elsewhere than within Great Britain Northern Ireland the Channel Islands or the Isle of Man

#### **Motor Vehicles Tool of Trade Risk**

Sub-Section 2 - Exclusion (3) (a) shall not apply to liability caused by or arising from

- (1) the use of plant as a tool of trade at the **Insured's** premises or on any site at which the **Insured** is working
- (2) the loading or unloading of any **Vehicle** or the bringing to or taking away of a load from any **Vehicle**
- (3) **Damage** to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any **Vehicle** or its load

Provided that the **Insurers** shall not provide indemnity against liability

- (1) in respect of which compulsory insurance or security is required under any legislation governing the use of the **Vehicle**
- (2) for which indemnity is provided by any other insurance

#### **Movement of Obstructing Vehicles**

Sub-Section 2 - Exclusion (3) (a) shall not apply to liability caused by or arising from any **Vehicle** (not owned or hired by or lent to the **Insured**) being driven by the **Insured** or by any **Employee** with the **Insured's** permission whilst such **Vehicle** is being moved for the purpose of allowing free movement of any **Vehicles** or pedestrians

Provided that

- (1) movements are limited to **Vehicles** parked on or obstructing the **Insured's** premises or any site at which the **Insured** is working
- (2) the **Vehicle** causing obstruction will not be driven by any person unless such person is competent to drive the **Vehicle**
- (3) the **Vehicle** causing obstruction is driven by use of the owner's ignition key
- (4) the **Insurers** shall not provide indemnity against liability
  - (a) in respect of **Damage** to such **Vehicle**
  - (b) in respect of which compulsory insurance or security is required under any legislation governing the use of the **Vehicle**

#### **Overseas Personal Liability**

The **Insurers** will within the terms of this Sub-Section indemnify

- (1) the **Insured**
- (2) at the request of the **Insured**
  - (a) any director partner or **Employee** of the **Insured**
  - (b) any spouse or child of the persons stated in (1) or (2) (a) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an event occurring in a country outside of Great Britain Northern Ireland the Channel Islands or the Isle of Man whilst on a temporary visit to such country in connection with the **Business**

Provided that

- (1) any person entitled to indemnity under this Sub-Section Extension shall as though they were the **Insured** be subject to the terms and conditions of this Policy insofar as they can apply
- (2) nothing in this Sub-Section Extension shall increase the liability of the **Insurers** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- (3) the **Insurers** shall not provide indemnity against
  - (a) contractual liability
  - (b) liability for which indemnity is provided by any other insurance
  - (c) liability in respect of **Damage to Property** belonging to or in the custody or under the control of any person entitled to indemnity under this Sub-Section Extension
  - (d) liability in respect of **Injury** to any person entitled to indemnity under this Sub-Section Extension
  - (e) liability caused by or arising from
    - (i) the ownership or occupation of land or buildings
    - (ii) the carrying on of any business profession trade or employment
    - (iii) the ownership possession or use of animals other than domestic dogs or cats

## SUB-SECTION 3 – PRODUCTS LIABILITY

The **Insurers** will indemnify the **Insured** against all sums which the **Insured** shall become legally liable to pay as damages including claimants' costs and expenses in respect of

- (1) accidental **Injury** to any person
- (2) accidental **Damage to Property**

occurring anywhere in the World other than at the premises of the **Insured** during the **Period of Insurance** and caused by any **Product**

### LIMIT OF LIABILITY

The maximum liability of the **Insurers** payable under this Sub-Section in respect of damages in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

## SUB-SECTION 3 – EXCLUSIONS

The **Insurers** shall not indemnify the **Insured** under this Sub-Section in respect of

- (1) liability caused by or in connection with any **Products** to the knowledge of the **Insured** for export to or use in the United States of America or Canada
- (2) caused by any **Products** in the custody or control of the **Insured**
- (3) loss of or **Damage** to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of **Products**
- (4) liability arising from **Products** used with the **Insured's** knowledge in connection with aircraft watercraft or offshore structures
- (5) which attaches by virtue of a contract or agreement but only to the extent to which it would not have attached in the absence of such contract or agreement

## SUB-SECTION 3 – EXTENSIONS

### Consumer Protection Act and Food Safety Act

The **Insurers** will provide indemnity to the **Insured** and at the request of the **Insured** any director partner or **Employee** of the **Insured** in respect of legal costs and expenses incurred with the **Insurer's** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- (1) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the **Business**
- (2) the **Insurers** shall not provide indemnity in respect of

- (a) fines or penalties of any kind
  - (b) any proceedings arising from circumstances for which indemnity is provided by any other insurance
  - (c) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Sub-Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - (d) proceedings which arise out of any activity or risk excluded from this Policy
- (3) the director partner or **Employee** shall as though they were the **Insured** be subject to the terms and conditions of this policy insofar as they can apply

## SECTION GGL – CONDITIONS

Applicable to Sub-Sections 1, 2 and 3 unless otherwise stated

### Personal Protective Equipment

It is a condition that

- (1) all **Employees** are made aware of the dangers of not using personal protective equipment
- (2) personal protective equipment is provided by the **Insured**
- (3) a register is maintained which demonstrates that **Employees** have received appropriate training and are fully conversant with the way in which to access such personal protective equipment

### Sub-Contractors

The **Insurers** will not indemnify the **Insured** under this Insurance in respect of any claim arising out of or in connection with work undertaken on behalf of the **Insured** by bona fide independent contractors (not defined as an **Employee** under this Insurance) unless at the time of engaging such contractors the **Insured** obtains and retains a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (1) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees and
- (2) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of the **Insured** and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

## SECTION GGL – EXTENSIONS

Applicable to Sub-Sections 1, 2 and 3 unless otherwise stated

### Court Attendance Costs

In the event of any of the under mentioned persons attending court as a witness at the request of the **Insurers** in connection with a claim in respect of which the **Insured** is entitled to indemnity under Sub-Sections 1, 2 or 3 this Policy the **Insurers** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required

- (1) £250 for the **Insured** or any of the directors or partners of the **Insured**
- (2) £100 for any **Employee**



### **Cross Liabilities**

If the **Insured** comprises more than one party the **Insurers** will under Sub-Sections 2 and 3 provide indemnity to each such **Insured** in the same manner and to the same extent as if a separate policy had been issued to each of them

Provided that nothing in this Extension shall increase the liability of the **Insurers** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified

### **Health and Safety at Work Act and Corporate Manslaughter**

The **Insurers** will indemnify the **Insured** and at the request of the **Insured** any director partner or **Employee** of the **Insured** in respect of legal costs and expenses incurred with the **Insurers**'s consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- (2) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- (1) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Policy
- (2) the **Insurers** shall not provide indemnity in respect of
  - (a) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
  - (b) any circumstances for which indemnity is provided by any other insurance
  - (c) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
  - (d) proceedings which arise out of any activity or risk excluded from this Policy
- (3) The liability of the **Insurers** in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

### **Indemnity to Principal**

The **Insurers** will subject otherwise to the terms exceptions conditions and endorsements of this Insurance indemnify any principal under Sub-Sections 1 and 2 against liability in respect of **Injury** or loss of or **Damage to Property** to the extent that any contract or agreement entered into by the **Insured** with any principal so requires

Provided that

- (1) an indemnity would have been provided had a claim been made against the **Insured**
- (2) the principal shall observe fulfil and be subject to the terms and conditions of this Insurance as far as they can apply
- (3) the conduct and control of claims is vested in the **Insurers**
- (4) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause
- (5) the indemnity granted under Sub-Section 1 shall only apply in respect of liability to any person who is an **Employee** of the **Insured**

## **SECTION GGL – EXCLUSIONS**

**Applicable to Sub-Sections 2 and 3 unless otherwise stated**

- (1) **Injury** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health
- (2) **Injury** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
- (3) **Injury** loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos