Energy Liability Insurance

Policy Wording

Qdos | **Business insurance.** *It's our thing.*

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In this document, you'll find all the information about this policy including what it covers, what's excluded, and your responsibilities as the 'Insured'.

Please refer to your Policy Schedule for the specifics of your policy, including policy limits, sums insured, period of insurance, and excess.

Good to Know

This insurance policy has been arranged by Qdos and is underwritten by HCC International Insurance Co PLC.

Please check your documents carefully to ensure you understand the limitations of your cover and that this policy meets your requirements. If you notice any error or need further clarification, please contact your Qdos Account Manager or our customer services team.

Need to make a claim?

If you need to make a claim, contact us via phone or email using the following details:

Telephone: 0116 478 3419
Email: claims@goqdos.com

Please notify Qdos as soon as possible in the event of a claim, or circumstances which could give rise to a claim.

For more details, please see the Claims Procedure outlined on Page 20

Qdos is a trading name of Qdos Broker & Underwriting Services Limited, authorised and regulated by the Financial Conduct Authority.

HCC International Insurance Co PLC is registered in England and Wales No. 01575839 Registered office at The St Botolph Building, 138-139 Houndsditch, London, EC3A 7BT. HCC International Insurance Co PLC is authorised and regulated by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Understanding your policy

Use the following definitions to fully understand your cover. For the purposes of this Policy, where a word or term appears in **bold** it should be interpreted as follows:

1. **Bodily Injury**

   Shall mean

   a. in respect of Section 1 death bodily injury illness disease shock mental injury and mental anguish

   b. in respect of Sections 2 & 3 death bodily injury illness disease shock mental injury mental anguish false eviction false arrest wrongful detention discrimination and malicious prosecution

2. **Territorial Limits**

   Shall mean Great Britain Northern Ireland the Chanel Islands and the Isle of Man or an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Chanel Islands

3. **Offshore**

   Shall mean from the time an **Employee** embarks onto a conveyance at the point of final departure to an offshore rig or offshore platform until such time the **Employee** disembarks from the conveyance onto land upon return from an offshore rig or an offshore platform

4. **Pollution**

   shall mean pollution or contamination of the atmosphere or of any water land or other tangible property

5. **Defence Costs**

   shall mean all costs fees and expenses incurred by the **Insured** in the defence or settlement of any claim under this Policy

6. **Damages**

   shall mean monetary compensation capable of being awarded in civil proceedings but excluding aggravated and exemplary damages

7. **Terrorism**

   shall mean an activity that

   a. involves a violent act or the unlawful use of force or an unlawful act dangerous to human life tangible or intangible property or infrastructure or a threat thereof and

   b. appears to be intended to

      i. intimidate or coerce a civilian population or

      ii. disrupt any segment of the economy of a government de jure or de facto state or country or

      iii. overthrow influence or affect the conduct or policy of any government de jure or de facto by intimidation or coercion or

      iv. affect the conduct of a government de jure or de facto by mass destruction assassination kidnapping or hostage-taking

8. Product

shall mean any property after it has left the custody or control of the **Insured** which has been designed specified formulated manufactured sold supplied or distributed by or on behalf of the **Insured** in isolation to any contract work executed by or on behalf of the **Insured**

9. Business

shall mean the Business stated in the Schedule and

a. the ownership repair and maintenance of the **Insured's** own property
b. the provision of canteen sports social welfare organisations and first aid medical or ambulance services for the benefit of any customer or **Employee**
c. fire and security services for the protection of the premises owned or occupied by the Policyholder
d. private work undertaken by an **Employee** on behalf of any director or partner of the Policyholder
e. attendance at trade fairs shows and exhibitions in connection with the **Business**

10. Insured

shall mean

a. the Policyholder
b. the personal representatives of the Policyholder in respect of legal liability incurred by the Policyholder
c. at the request of the Policyholder
   i. any principal of the Policyholder as required under contract in respect of work carried out by the Policyholder
   ii. any director or partner of the Policyholder
   iii. any **Employee**
   iv. any other party where required by contract subject to the prior written agreement of the **Insurer** against legal liability in respect of which the Policyholder would have been entitled to indemnity had the claim been made against the Policyholder
   v. any officer committee or member of the Policyholder's canteen sports social welfare organisations and fire security first aid medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity

each of whom shall as though the Policyholder be subject to the terms and conditions contained herein as far as they can apply

11. Employee(s)

Shall mean

a. any person under a contract of service or apprenticeship with the Policyholder
b. whilst under the direct control and supervision of the Policyholder any
   i. labour master and persons supplied by him
   ii. labour only sub-contractors
   iii. self-employed persons
   iv. voluntary workers
   v. individual hired to or borrowed by the Policyholder
   vi. person undertaking study or work experience with the Policyholder

12. Qdos

shall mean Qdos Broker & Underwriting Services Limited trading as Qdos, who administers and manages this insurance on behalf of the **Insurer**.

13. Insurer

shall mean HCC International Insurance Company PLC.

14. Computer Systems

shall mean 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.

15. Data

shall mean 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 **Computer Systems**.

What's Covered

The sections of cover applicable are specified in the Policy Schedule.

Section 1: Employers Liability

Operative Clause

The **Insurer** will Indemnify the **Insured** in accordance with the law of the Courts of Law of Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of **Bodily Injury** sustained by an **Employee** arising out of the **Business** and caused during the Period of Insurance

The indemnity provided shall only apply to **Bodily Injury** sustained

1. within the **Territorial Limits**
2. by any **Employee** during temporary visits abroad provided that such **Employee** is ordinarily resident in the **Territorial Limits**
3. by a person who although resident outside the **Territorial Limits** is under a written contract of service with the Policyholder entered into in the **Territorial Limits** subject to prior written agreement of the **Insurer**

Limits of Indemnity

The **Insurer's** liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Exclusions to Section 1

This Section does not provide indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

Extension to Section 1

Unsatisfied Court Judgments

The **Insurer** will at the request of the Policyholder pay to the **Employee** or the personal representatives of the **Employee** the amount of any **Damages** and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a judgment being obtained within any court in Great Britain Northern Ireland the Channel Islands or the Isle of Man

a. by any **Employee** or the personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of their employment by the Policyholder in the **Business** and caused during the Period of Insurance

and

b. against any company or individual operating from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man

provided always that

i. there is no appeal outstanding against such judgment

ii. if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the benefits of such judgment to the **Insurer**

The liability of the **Insurer** for all amounts payable under this Extension relating to any claimant or number of claimants in respect of an occurrence or series of occurrences arising out of one originating cause shall not exceed the Limit of Indemnity stated in the Schedule

Condition Applicable to Section 1 Employers' Liability Compulsory Insurance Clause

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain Northern Ireland the Isle of Man the Island of Jersey the Island of Guernsey the Island of Alderney and offshore installations in territorial waters around Great Britain and its Continental Shelf BUT the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law ordinance or statute

This Condition shall not apply in respect of claims arising by virtue of paragraph 3. of the Operative Clause

Special Notice Applicable to Section 1

Employers' Liability Tracing Office (ELTO)

This Notice does not form part of your contract of insurance is for information purposes only

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "**ELTO**") and added to an electronic database, (the "**Database**").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "**Claimants**"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- • to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

Section 2: Public/Products Liability

Operative Clause

The **Insurer** will Indemnify the **Insured** in accordance with the law of any country but not in respect of any judgement award payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement award payment or settlement either in whole or in part) unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by **Insurer** which shall be signified by specific endorsement to this Policy

against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of

1. accidental **Bodily Injury** to any person
2. accidental loss of or damage to tangible property
3. nuisance trespass or interference with any easement right of air light water or way other than where arising due to a deliberate act by the Policyholder

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

a. within the **Territorial Limits** or
b. during the course of temporary visits anywhere in the world other than the USA or Canada (unless indicated by way of Endorsement to this Policy that such a restriction does not apply) or
c. arising out of any **Product** anywhere in the world other than the USA or Canada (unless indicated by way of Endorsement to this Policy that such a restriction does not apply)

Limits of Indemnity

The **Insurer's** liability to pay **Damages** (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 3 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of the **Insurer's** liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

Exclusions to Section 2

This Section does not provide indemnity in respect of liability

1. for **Bodily Injury** sustained by any **Employee** in connection with the **Business**
2. arising out of **Pollution**
3. for loss or damage to property owned leased or hired by or under hire purchase or on loan to the **Insured** or in the **Insured's** care custody and control other than
   a. **Employees**' and visitors clothing and personal effects
   b. premises (including contents thereof) not owned nor rented by the **Insured** but temporarily occupied by them for the purpose of work therein or thereon
   c. premises tenanted by the **Insured** to the extent that the **Insured** would be held liable in the absence of any specific agreement
4. a. arising out of ownership possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than
      (1) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site)
      (2) other vehicles brought on to site for use on site

   This exclusion shall not apply in respect of the use of vehicles belonging to **Employees**

or third parties in connection with the **Business** unless indemnity is provided

i. to the **Employee** or
ii. to the third party or
iii. to the **Insured** under any other insurance
iv. in respect of loss of or damage to any vehicle of any **Employee** or third party to whom the indemnity is provided or any property conveyed therein or thereon

b. caused by the ownership or operation by or on behalf of the Insured of any waterborne craft (other than safety boats hand-propelled craft or other craft up to 15 metres in length whilst on inland waterways or up to 3 miles offshore) hovercraft aircraft or rail borne vehicle

5. arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
6. for loss or damage to and/or the costs of repair reconditioning removal replacement or recall of any **Product** or part thereof or any contract work executed by the **Insured** caused by any defect therein or unsuitability thereof for its intended purpose
7. which is the inevitable or unavoidable consequence of the performance of a contract
8. for loss of or damage to cables pipes or other services located underground unless the **Insured** has
   a. taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced which may involve a risk of damage thereto (reasonable measures include contacting the appropriate authorities where it is possible cables pipes or services are under the site)
   b. retained a written record of the measures which were taken to locate such cables pipes or other services
   c. conveyed the location of such cables pipes and services to those who are carrying out such work on behalf of the **Insured**
9. arising out of an act of **Terrorism**
10. arising out of exposure or alleged exposure to asbestos or materials containing asbestos
11. arising out of work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas
12. arising out of or in connection with advice design specification formula or other breach of professional duty by the **Insured**
13. for the cost of remedying any defect or alleged defect in premises disposed of
14. arising out of any **Product** intended for incorporation into any aircraft
15. arising out of any **Product** intended for incorporation into any vehicle licensed for road use where the **Product** is critical to the safety of such vehicle
16. arising out of any **Product** intended for incorporation into any waterborne craft where the **Product** is critical to the safety of such craft
17. arising out of or in connection with the design sale or supply of computer software (which shall not include the media or its packaging on which such software is stored)
18. for loss of, damage to, deterioration or corruption (whether permanent or temporary) of, loss of use of, reduction in functionality of, repair of, replacement of, or restoration or reproduction of any **Data**, or for any monetary amount pertaining to the value of such **Data**
19. in any way connected with Iron Sulphides including but not limited to Iron (II) sulphide, Greigite, Pyrrhotite, Troilite, Mackinawite, Marcasite and Pyrite.

20. For loss of or damage to
    a. any “Superstructure” and or
    b. any other property building or structure caused by the failure or deterioration from any cause of any “Structural Building Product” that is part of included in or attached to such property building or structure

    For the purpose of this Exclusion the following definitions apply:
    “Superstructure” means any property building or structure relying on the support provided by any foundation underpinning and or piling work performed by or on behalf of the **Insured**
    “Structural Building Product” means any brick building block steel concrete cement mortar or any other structural **Product**
21. loss of or damage to property lifted and/ or moved by cranes or other lifting devices
22. arising in any way connected with loss of or damage to helicopters as a result of refuelling operations
23. directly or indirectly arising out of the failure of any **Product** to fulfil the function for which it is intended
24. liability arising from or as a consequence of any of the following:
    1. pollution or contamination unless arising directly from operations on land
    2. in respect of operations on land for
        a. removal of loss of or damage to sub-surface oil gas or any other substance the property of others provided always that this paragraph a) shall not apply to any liability which would otherwise be covered under this Policy for such removal loss or damage directly attributable to blow-out cratering or fire of an oil or gas well owned or operated by or under the control of the **Insured**
        b. loss of or damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the **Insured**
        c. **Bodily Injury** or loss of or damage to or loss of use of property directly or indirectly caused by seepage pollution or contamination provided always that this paragraph c) shall not apply to liability for **Bodily Injury** or loss of or damage to or destruction of tangible property or loss of use of such property damaged or destroyed where such seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Policy
        d. the cost of removing nullifying or cleaning-up seeping polluting or contaminating substances unless the seepage pollution or contamination is caused by a sudden unintended and unexpected happening during the period of this Policy
        e. fines penalties punitive or exemplary damages

This paragraph 2. shall not extend this Policy to cover any liability which would not have been covered under this Policy had this paragraph not been attached

3. loss of destruction of or loss of use of any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom
4. loss of destruction of or loss of use of any equipment in any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom
5. the cost of controlling/preventing any escape of any substance from any exploration or production bore and/or hole and/or well and any consequential loss arising therefrom
6. the cost of controlling/preventing any fire arising in connection with any exploration of production bore and/or

hole and/or well and any consequential loss resulting therefrom

7. the cost of destruction and/or removal of any debris arising from damage to any exploration and/or production vessel platform or rig

Extensions to Section 2

Data Protection

The **Insurer** will also indemnify the **Insured** against their legal liability to pay **Damages** (including claimants' costs fees and expenses) arising from any claim or claims for material or non-material damage under the General Data Protection Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation first made against the **Insured** in writing during the Period of Insurance provided always that the indemnity shall not apply to

i. liability caused by or arising from any incident or circumstances known to the **Insured** at the inception of this cover and which could reasonably have been expected to give rise to a claim
ii. any claim or claims made by or on behalf of any director partner or **Employee** of the **Insured** in connection with their employment in the **Business**
iii. proceedings consequent upon any deliberate act or omission by or on behalf of the **Insured** if the result could reasonably have been expected having regard to the nature and circumstances of such act or omission
iv. any fines or penalties of any kind

The **Insurer's** liability under this extension shall not exceed the sum stated in the Schedule in respect of all claims made against the **Insured** during the Period of Insurance

It is a condition precedent to liability under this Extension that the **Insured** can demonstrate it has taken reasonable steps to comply with the requirements of the Regulations and/or any equivalent law enacted in the United Kingdom and/or any subsequent similar legislation

Section 3: Pollution Liability

Operative Clause

The **Insurer** will Indemnify the **Insured** in accordance with the law of the Courts of Law of Great Britain Northern Ireland the Isle of Man and the Channel Islands against their liability to pay **Damages** (including claimants' costs fees and expenses) and **Defence Costs** in respect of

1. accidental **Bodily Injury** to any person
2. accidental loss of or damage to tangible property
3. nuisance trespass or interference with any easement right of air light water or way other than where arising due to a deliberate act by the **Insured**

arising out of **Pollution** occurring in its entirety during the Period of Insurance within the **Territorial Limits** in connection with the **Business** but only to the extent that the **Insured** can demonstrate that such **Pollution**

a. was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
b. was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution**

Limits of Indemnity

The **Insurer's** liability to pay **Damages** (including claimants' costs fees and expenses) shall not exceed the sum stated in the Schedule in respect of all occurrences

Defence Costs will be payable in addition to the Limits of Indemnity

In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under this Section and Section 2 each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of the **Insurer's** liability shall be limited to the greatest Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences

Exclusions to Section 3

This Section is subject to the Exclusions to Section 2 (apart from Exclusion 2.) and also does not provide indemnity in respect of liability for loss of or damage to

1. premises presently or at any time owned or tenanted by the **Insured**
2. land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Insured** or otherwise in the **Insured's** care custody or control

Extension to Section 3

Clean-up Costs

The indemnity provided by this Section shall be extended to include Clean Up to the extent not already included

Provided that

a. the indemnity provided by this Extension shall not
   i. include Clean Up of any site or watercourse or body of water contained within or on any site or any other tangible property owned by or leased or rented to the **Insured** or formerly owned by or formerly leased or rented to the **Insured**
   ii. include the cost of restoration reinstatement or reintroduction of any organism
   iii. apply in respect of **Pollution** outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
b. the **Pollution**
   i. was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance and
   ii. (was not the direct result of the **Insured** failing to take reasonable precautions to prevent such **Pollution**
c. The **Insurer's** liability under this Extension shall not exceed £250,000 in respect of all occurrences during the Period of Insurance including **Defence Costs** and claimants' costs fees and expenses
d. The **Insured** agrees to pay the first 20% or £5,000 (whichever is the greater) in respect of each occurrence

For the purpose of this Endorsement the following additional definitions will apply:

Clean Up means the cost of Remediation incurred by the **Insured** (or for which they are legally liable) as required by any Enforcing Authority but shall not include the costs of achieving any improvement or alteration in the condition of the land the atmosphere or any watercourse or body of water or any other tangible property beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences

It shall include the costs reasonably and necessarily incurred by the **Insured** or for which they are legally liable to curtail or minimise **Pollution** once it has occurred to prevent further harm being caused but only to the extent required by any Enforcing Authority.

Enforcing Authority means any government or statutory authority or body implementing or enforcing environmental protection legislation

Remediation means remedying the effect of **Pollution**

Conditions applicable to Sections 2 & 3

1. Burning Welding and Cutting Conditions

It is a condition precedent to liability under this Section that the following precautions shall be adhered to on each occasion where the **Insured** or persons acting on behalf of the **Insured** are using any oxy-acetylene or electric welding or cutting/ grinding equipment or blow lamp or blow torch or hot air gun away from the **Insured's** own premises

1. the immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire-retardant material
2. the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence
3. if work is to be carried out overhead the area beneath must be similarly cleaned and combustible material removed
4. combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material
5. where work is being carried out in any enclosed area an additional **Employee** of the **Insured** or an **Employee** of the occupier shall be present at all times to guard against an outbreak of fire
6. no work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements
7. the following must be kept available for immediate use near the scene of operations
   a. suitable and fully charged fire extinguishers and/or
   b. a hose connected up to the nearest hydrant with water turned on and controllable at the nozzle of the hose in readiness for immediate use and tested prior to the commencement of the work
8. a thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation.
   In the event that it is not practicable for such examination to be carried out by the **Insured's** own **Employee** then appropriate arrangements must be made with the occupier
9. before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat

   Furthermore where the **Insured** or persons acting on behalf of the **Insured** burns debris it is a Condition precedent to liability under this Policy that the following precautions shall be taken on each occasion
   1. Fires to be in a cleared area and at a distance of at fifteen metres from any property
   2. Fires not to be left unattended at any time
   3. A suitable fire extinguisher to be kept available at the scene of the operations for immediate use
   4. Fires to be extinguished at least one hour prior to leaving site at the end of each working day

2. Bona Fide Subcontractors Condition

It is a condition precedent to liability under this Section that all bona fide subcontractors engaged by the **Insured** shall have in full force and effect throughout the duration of their contract with the **Insured** insurances as follows

1. Employers Liability insurance in respect of their liability at law for **Bodily Injury** to any **Employee**

2. Public/Products Liability insurance in respect of their liability at law for
   a. **Bodily Injury** to any person
   b. loss of or damage to tangible property
   c. nuisance trespass or interference with any easement right of air light water or way

   with a Limit of Indemnity of at least £5,000,000 or that shown in the Schedule in respect of Section 2 (whichever is the lower) any one occurrence or series of occurrences arising out of one original cause

   and that

   1. such insurances contain an Indemnity to Principals Clause
   2. the **Insured** shall have obtained and retained a copy of written evidence of such insurances

   For the purposes of this Endorsement the term bona fide subcontractors means any independent subcontractor engaged by the **Insured** under a contract for services

3. Rights of Recourse

The **Insured** will at all times retain full rights of recourse against those supplying **Products** or otherwise providing to the **Insured** a service in connection with any **Product** or any component part thereof unless the **Insurer** has agreed in writing to the waiver of such rights

Exclusions to All sections

This Policy does not provide indemnity in respect of liability

1. arising in connection with
   a. any work of demolition involving
      i. ball and chain
      ii. a method designed and/or intended to demolish any structure or part thereof in one sudden and uninterrupted process
      iii. the use of explosives
   b. structural construction alteration or repair of transport tunnels
   c. the construction or critical maintenance of hydroelectric or reservoir dams
   d. the construction alteration or repair of blast furnaces
   e. work in connection with rail signalling equipment or the laying maintenance or repair of railway track other than private sidings
   f. any shipbuilding or ship repairing other than contractors working on board a vessel unless such work is critical to the safety of the vessel
   g. work on the structure or controls of any aircraft
   h. work on motor vehicles licensed for road use where such work is critical to the safety of the vehicle
   i. the construction or structural alteration or repair of basements
   j. tree felling and/or tree climbing
   k. cavity wall insulation works when such works have been performed on an existing property building or structure
   l. kitchen extract duct-work canopy cleaning degreasing and/or removal of fat

2. a. directly or indirectly occasioned by happening through or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition
   b. directly or indirectly caused by or contributed to by or arising from
      i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
      ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns Section 1 this Exclusion will only apply where such legal liability is
         (1) that of any principal
         (2) accepted under agreement and would not have attached in the absence of such agreement
3. the amount of any excess shown in the Schedule including costs and expenses
4. The **Insurer** will not provide cover be liable to pay any claim or provide any benefit if to do so would expose the **Insurer** (or any parent company direct or indirect holding company of the **Insurer**) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the **Insurer**) arising out of any trade and economic sanctions laws or regulations which are applicable to the **Insurer**

Extensions to All Sections

1. Additional Defence Costs

Defence Costs extend to include legal expenses incurred with the **Insurer's** written consent within the courts of Great Britain Northern Ireland the Isle of Man and the Channel Islands

a. arising out of representation at any Coroner's Inquest or Fatal Accident inquiry

b. arising out of any criminal prosecution or proceedings relating to an offence alleged to have been committed during the Period of Insurance and in the course of the **Business** of the **Insured** in respect of matters which may form the subject of indemnity by this Policy (including with the **Insurer's** prior consent **Employees** partners or directors of the Policyholder)

provided that

i. the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution

ii. the **Insurer** shall not be responsible for **Defence Costs** where at the **Insurer's** discretion they may require the opinion of counsel (whose appointment is at the **Insurer's** sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsels opinion is that there is no reasonable defence to the prosecution

iii. the **Insurer's** liabilities for **Defence Costs** in cases of breach or alleged breach of the United Kingdom Health & Safety at Work Act 1974 (and/or any legislation of similar effect) are limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under consolidating legislation or legislation in Northern Ireland the Isle of Man or the Channel Islands

c. arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of Indemnity by this Policy

The indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the Business of the Insured as stated in the Schedule subject always to the terms Conditions limitations and Exclusions of such Section and of the Policy as a whole

2. Cross Liability Clause

It is hereby declared and agreed that where more than one party is named in the Schedule as the Policyholder indemnity shall apply as though individual insurances have been issued to each party provided always that the **Insurer's** total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity

3. Housing Grants Construction and Regeneration Act, 1996 - Applicable to Sections 2 & 3

The indemnity granted by this Policy is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that as a condition precedent to the **Insurer's** liability under this Policy the **Insured** agrees to comply with Conditions a and b as follows

a. Policy Conditions

The **Insured** shall

i. notify the **Insurer** immediately upon receipt (and in no event later than two working days thereafter) of any notice of intention to refer a dispute to adjudication ("notice of adjudication") or of the service by the **Insured** of any notice of adjudication in circumstances which will lead to or are likely to lead to

a claim being made against the **Insured** (whether under a process of adjudication or otherwise)

ii. promptly forward to the **Insurer** all information relating to any dispute referred to adjudication including copies of all documentation made available to the **Insured** or subsequently by the **Insured** to the adjudicator

iii. allow the **Insurer** to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as they deem appropriate and provide such assistance as the **Insurer** may reasonably require

iv. meet any request direction or timetable of the adjudicator

v. satisfy the **Insurer** that any dispute referred to adjudication is or would be the subject of indemnity under this Policy and that the decision reached by the adjudicator represents the award against the **Insured** of a payment of money by the **Insured** which constitutes compensatory damages which form the subject of such indemnity

vi. not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the **Insurer**

vii. in the event of a decision reached by the adjudicator that such an award as described in v) above is payable give the **Insurer** every assistance in instituting legal proceedings (or arbitration if applicable in accordance with the **Insured's** contract) in order to challenge reopen stay the enforcement of or overturn such adjudicator's decision or otherwise to recover such award if the **Insurer** deem it appropriate

The **Insurer** shall have sole conduct of all such proceedings

b. Conditions relating to contracts

Any provisions relating to adjudications pursuant to the Act in any contract entered into by the **Insured** shall

i. provided that the adjudicator must be independent of the parties to the contract

ii. not allow for any decision of the adjudicator to be binding or to determine any dispute finally

iii. not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations

iv. not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication

v. not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act)

Any dispute or difference arising hereunder between the **Insured** and the **Insurer** shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council.

The **Insurer** agrees to pay the costs of such referral except where indemnity has been denied by the **Insurer** and the QC upholds such decision

4. Automatic Acquisitions

The **Insured** shall include any entity acquired by the Policyholder provided that

a. the **Business** is similar to that of the Policyholder

b. full underwriting information constituting a fair presentation of the risk (including previous claims information) is provided to the **Insurer** within 30 days of the acquisition

c. the Policyholder accepts any additional terms and conditions required by the **Insurer** and agrees to pay any additional premium

5. Overseas Personal Liability

The indemnity provided by this Policy shall apply to

a. the Policyholder

b. at the request of the Policyholder

i. any director official or **Employee** of the Policyholder

ii. any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons

in respect of liability incurred by such persons in a personal capacity in connection with an occurrence happening during the Period of Insurance in any country whilst on a temporary visit to such country in connection with the **Business**

Provided that

1. any person entitled to indemnity under this Extension shall as though they were the **Insured** be subject to the terms conditions and limitations of this Policy insofar as they can apply
2. nothing in this Extension shall increase the liability of the **Insurer** to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
3. the **Insurer** shall not provide indemnity against
   a. contractual liability
   b. liability for which indemnity is provided by any other insurance
   c. liability in respect of loss of or damage to property belonging to or in the custody or under the control of any person entitled to indemnity under this Extension
   d. liability in respect of **Bodily Injury** (as defined for Sections 2 & 3) to any person entitled to indemnity under this 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 horses or domestic dogs or cats

6. Compensation for Court Attendance

In the event of any of the persons stated below attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the Policyholder is entitled to indemnity under this Section the **Insurer** will provide compensation to the Policyholder at the following rates per day for each day on which attendance is required

a. any director or partner of the Policyholder £250

b. any Employee £100

7. Oil/Gas Industry Contract Conditions

Where required under any contract entered into by the **Insured** the **Insurer** agrees to:

1. include liability assumed under such contract or arising under hold harmless agreements
2. waive all rights of subrogation
3. include as an additional **Insured** any party

but solely to the extent required by such contract and arising out of the **Insured's** performance under such contract

Provided that this extension shall not serve to increase the Limits of Indemnity provided hereunder and specified in the Schedule

All General Extensions are subject otherwise to the Policy terms Conditions Limitations and Exclusions

Conditions Applicable to All Sections

(Conditions 1. 2. 3. And 12. are precedent to the Insurer's liability to provide indemnity under this Policy)

1. Claims Procedure

Claims should be made by contacting **Qdos** at the following address:
Claims Department
Qdos
The Grange
Grange Avenue
Rearsby
Leicester
LE7 4FY
Tel: 0116 478 3419
Email: Claims@goqdos.com
The **Insured** shall give written notice to **Qdos** as soon as reasonably practicable of any incident that may give rise to a claim under this Policy and shall give all such additional information as **Qdos** or the **Insurer** may require every letter of claim writ summons or process and all documents relating thereto ***and any other written notification of claim*** shall be forwarded ***unanswered*** to the **Insurer** immediately they are received
The Insured shall at all times in addition to their obligations set out above afford such information to and co-operate with Qdos or the Insurer to allow the Insurer to be able to comply with such relevant Practice directions and Pre-action Protocols as may be issued and approved from time to time by the Head of Civil Justice

No admission offer promise or payment shall be made or given by or on behalf of the **Insured** without written consent of the **Insurer** who shall be entitled to take over the conduct in the name of the **Insured** the defence or settlement of any claim or to prosecute in the name of the **Insured** for their own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the Insurer may reasonably require

2. Alterations in Risk

The **Insured** is required to notify the **Insurer** of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy

3. Adjustment of Premium

If any of the Premium for this insurance has been calculated on estimates furnished by the Policyholder the Policyholder shall keep accurate records containing all particulars relative thereto and shall at all times allow the **Insurer** to inspect such records
The Policyholder shall within three months from the expiry of each Period of Insurance furnish such particulars to the **Insurer** and the premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Policyholder as the case may be subject to any minimum premium required
The **Insurer** reserve the right to request that the Policyholder supplies an auditor's certificate with such calculations that are the subject to adjustment under this Policy attesting to the accuracy thereof Such calculations shall include all remuneration paid to any **Employee**

4. Discharge of liability

The **Insurer** may at any time pay to the **Insured** in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and be under no further liability in connection with such claims

5. Apportionment of Defence Costs

Except where the Limit of Indemnity is inclusive of **Defence Costs** if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the **Insurer** to pay all **Defence Costs** in connection therewith shall be limited to such proportion of the said **Defence Costs** as the Limit of Indemnity bears to the amount paid to dispose of a claim

6. Policy Interpretation

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the laws of England and Wales The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear

7. Other Insurance

If any claim covered by this Policy is also covered in whole or in part by any other insurance the **Insurer** shall have no liability to contribute to such claim

8. Fraudulent Claims

If the **Insured** shall make any claim knowing the same to be fraudulent or false as regards the amount or otherwise (including the provision of false or fraudulent documents or statements) then

The **Insurer** will:

a. refuse to pay the whole of the claim and

b. recover from the **Insured** any sums that it has already paid in respect of the claim

The **Insurer** may also notify the **Insured** that it will be treating all sections of this policy as having terminated with effect from the date of the earliest of any of the fraudulent act In that event the **Insured** will

a. have no cover under the Policy from the date of termination and

b. not be entitled to any refund of premium

9. Cancellation Clause

The **Insurer** may cancel this Policy by sending thirty days written notice to the Policyholder's last known address whereupon the Policyholder shall become entitled to a refund of a proportionate part of the premium

10. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act

11. Policy Disputes Clause

Any dispute concerning the interpretation of the terms Conditions Limitations or Exclusions contained herein is understood and agreed by both the Insured and the Insurer to be subject to the laws of England and Wales Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction All matters arising hereunder shall be determined in accordance with the law and practice of such court

12. Premium Payment

It is a condition precedent to liability that all Premiums due to the **Insurer** are paid within 60 days of inception of this Policy. Non-receipt by the **Insurer** of such Premiums by midnight of the Premium Due Date shall render this Policy void with effect from inception

13. Due Observance

If the **Insured** does not comply with any part of any condition which makes payment of any claim conditional upon such compliance the **Insurer** will not pay the claim except where:

a. compliance would tend to reduce the risk of loss of a particular kind or at a particular time or location and

b. the **Insured** has demonstrated that the non-compliance could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

Notice

The **Insured** must make a fair presentation of the risk at inception renewal and variation of this Policy

If the **Insured** fails to make such a fair presentation of the risk

a. The **Insurer** may avoid this Policy and refuse all claims if

   i. such failure was deliberate or reckless and/or

   ii. the **Insurer** would not have entered into this Policy on any terms if the **Insured** had made a fair presentation of the risk

Should the **Insurer** avoid the Policy the **Insurer** shall return the premium paid to the **Insured** unless such failure was deliberate or reckless

b. if the **Insurer** would have entered into the Policy but on different terms had the **Insured** made a fair presentation of the risk the **Insurer** may

   i. reduce proportionately the amount to be paid on any claim if the **Insurer** would have charged a higher premium calculated by applying the percentage that the actual premium charged bears to the premium that would have been charged had the **Insured** made a fair presentation of risk and/or

   ii. treat the Policy as entered into on any such different terms (other than relating to the premium) that the **Insurer** would have entered into had the **Insured** made a fair presentation of risk

Complaints

We want to ensure that you are always dealt with promptly, efficiently, and fairly. At all times providing you with the highest standard of service.

In the event that you are dissatisfied with any aspect of this Policy or the services provided by Qdos, please write to:

Email
feedback@goqdos.com

Telephone
0116 269 0999

Post
The Nominated Complaints Handler
Qdos, The Grange. Grange Avenue, Rearsby, Leicester, LE7 4FY

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

Post
The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square , London E14 9SR

Telephone
0845 080 1800

Email
complaint.info@financial-ombudsman.org.uk

Website
www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

HCC International Insurance Co PLC is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by contacting them 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU or by telephone on 0800 678 1100 .

Data Protection Notice

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at https://www.tmhcc.com/en/legal/privacy-policy) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to "you" or "your" herein encompasses non-exhaustively "you, your company, employees and/or customers").

We may disclose your personal information to:

i. our **group companies**;

ii. **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Notice or notified to you when we collect your personal information;

iii. any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;

iv. a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or

v. any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request **('DSAR')**. You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.