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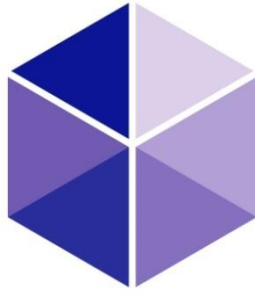
# Policy Wording

including ReWage ▶▶

IVE21 C

LLOYD'S

Underwriters



# Syndicate 2525 at Lloyd's

## GENERAL LIABILITY INSURANCE

The Members of each syndicate whose syndicate number is shown in the definitive list of Lloyd's participations attached agree to (re)insure the (re)assured against loss as provided by the terms of the Policy.

The Members of a syndicate shown in the list have, as a syndicate, underwritten the proportion of this Policy shown next to the syndicate number. Individually, each member of a syndicate has underwritten a share of the syndicate's proportion. Each member's liability under the Policy is several for that member's share alone and not joint for the other members' shares. No member is responsible for the liability under the Policy of any other member (whether in the same syndicate or any other syndicate). Further, no member is responsible for the liability of any other (re)assurer that may underwrite this Policy.

The identity of each member of each syndicate and their respective shares may be obtained from Xchanging Ins-sure Services (XIS).

In consideration of the payment of the premium to the Underwriters they will subject to the warranties terms and conditions set out in this Policy provide the insurance stated in each operative section of this Policy during the Period of Insurance.

This Policy the Schedule including any Schedule issued in addition or substitution and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

If any terms, clauses or conditions are unclear you are advised to contact your broker immediately.

### Fair Presentation and Variations to the Risk

The Assured has a duty to make a fair presentation of this risk and before placement disclose all information and every material circumstance that should reasonably have been revealed by a reasonable search of information available to the Assured or its senior management or the persons responsible for procuring this insurance including insurance brokers. This duty continues during the period of risk and any subsequent variations to the information previously provided shall be notified to the Underwriters immediately. Every material representation made by the Assured or its senior management or the persons responsible for procuring this insurance including insurance brokers as to a matter of fact must be correct and every material representation as to a matter of expectation or belief is made in good faith.

Should the Assured breach this duty Underwriters' remedies are as set out in Section 8 of the Insurance Act 2015.

### Fair Processing Notice

This notice describes how the Underwriters will collect hold and use information about the Assured under the Policy.

The information provided to the Underwriters by the Assured or the Assured's appointed representative or broker will be used by the Underwriters to determine the Assured's application for insurance under this Policy. The information may include details such as names addresses and contact details and/or sensitive information such as health or criminal convictions.

The Underwriters may pass this information on to third parties such as intermediaries insurers reinsurers loss adjusters sub contractors our affiliates the police and other law enforcement agencies fraud and crime prevention or detection agencies or databases.

Subject to local law the people whose information the Underwriters hold have certain rights as to how that information is held or used. For more information on how this information is held or used please visit the Privacy Notice on the Syndicate 2525 website [www.syndicate2525.co.uk](http://www.syndicate2525.co.uk) or follow the link:- [www.syndicate2525.co.uk/pdf/syndicate\\_privacy\\_notice.pdf](http://www.syndicate2525.co.uk/pdf/syndicate_privacy_notice.pdf)

Alternatively you can request a copy of the Privacy Notice by contacting the Data Protection Officer at Asta Syndicate Management Ltd, 5<sup>th</sup> Floor Camomile Court, 23 Camomile Street, London, EC3A 7LL

## Schedule

Policy Numbers:	000F10037E23 and 000F10038T23		
Type:	Primary Liability		
Wording:	IVE2021 C		
Broker:	Fenchurch Insurance Brokers Ltd		
Assured:	Kenny Waste Management Limited and Kenny Services Limited and ET & WJ Kenny trading as Kenny Skip Hire and Kenny Waste Management Social Enterprise Limited		
Address:	Worsley Trading Estate, Lester Road, Little Hulton, Manchester, M38 0PT.		
ERN:	Kenny Waste Management Limited	080/K3014	
	Kenny Services Limited	106/HAZ1479	
	Kenny Waste Management Social Enterprise Limited	120/NE25660	
Business of Assured:	Skip hire, screening, waste transfer and recovery including hazardous waste, property owners and landlords to Kenny Group companies, social enterprise activities		
Period of Insurance:	From: 28 <sup>th</sup> October 2023 To: 27 <sup>th</sup> October 2024 Both Days Inclusive Local Standard Time at the Assured's Address		
Limit of Indemnity:	Section A	GBP 10,000,000	any one occurrence or series of occurrences arising out of one originating cause for accidental bodily injury death or disease BUT
		GBP 5,000,000	combined single limit for accidental bodily injury death or disease occurring Offshore/for accidental bodily injury death or disease arising from Terrorism/for accidental bodily injury death or disease arising from Asbestos
	Section B	GBP 5,000,000	any one occurrence but increasing to GBP 10,000,000 in respect of Skip Hire Contract with Halton Borough Council
	Section C	GBP 5,000,000	any one occurrence and in all but increasing to GBP 10,000,000 in respect Skip Hire Contract with Halton Borough Council
Minimum & Deposit Premiums:	Section A	GBP 74,631.83	adjustable @ 0.2772% Clerical adjustable @ 1.1088% Supervisory adjustable @ 2.0790% Manual, Directors adjustable @ 2.0790% Drivers adjustable @ 2.7720% All Others
	Sections B & C	GBP 31,724.55	adjustable@ 0.0720% Bona-Fide Sub-Contractors adjustable@ 0.1386% Turnover
Premium Tax:	Section A	GBP 8,995.82	
	Sections B & C	GBP 3,806.95	

Subject to adjustment by General Condition 2

Excesses

ReWage: Nil for absences exceeding 30 days otherwise GBP 750.00

Sections B & C: GBP 5,000.00 each and every loss in respect of Third Party Property Damage/Third Party Bodily Injury including costs & expenses, increasing to  
GBP 10,000.00 in respect of the contract undertaken at FCC Environment, Stretton Way, Huyton Industrial Estate, Liverpool, L36 6JF  
GBP 5,000.00 each and every loss in respect of Asbestos

ReWage Extension (Operative Yes)

**This Policy requires notification of any circumstance which may give rise to a claim within 21 days under the ReWage Extension and 30 days otherwise. These conditions are precedent to Underwriters' liability to provide indemnity under this Policy. See "GENERAL CONDITIONS: 1. Claims Procedure" for full details. Please note advising your broker does not fulfil the Policy notification requirements.**

**If the premium above is calculated on the basis of estimates of wage roll and turnover as furnished by the Assured to the Underwriters then GENERAL CONDITION 2 applies.**

## ENDORSEMENTS

### ASBESTOS BUYBACK CLAUSE – C FORM – SECTION A

Notwithstanding anything contained herein to the contrary the Underwriters will indemnify the Assured against their liability to pay Damages (including claimants' costs fees and expenses) Defence Costs and Criminal Prosecution Defence Costs under Section A of this Policy and in accordance with the operative clause of Section A arising from the existence of or exposure to Asbestos.

Provided always that: -

1. the limit of indemnity provided under this extension shall not exceed GBP 5,000,000 any one claim or series of claims arising from one originating cause including claimants' cost fees and expenses Defence Costs and Criminal Prosecution Defence Costs.

The following warranties shall apply to Section A: -

- (a) all work must be carried out in accordance with the Control of Asbestos at Work Regulations 2012 and any subsequent approved code or guidance note relating to Asbestos issued by the HSE and any subsequent legislation or regulation;
- (b) that all applicable provisions and recommendations in the Approved Code of Practice and guidance L127 entitled "The management of asbestos in non-domestic premises" and in the Approved Code of Practice and guidance L143 entitled "Work with materials containing asbestos" both issued by the Health and Safety Commission are followed;
- (c) where no specific guidelines exist health records shall be maintained and medical surveillance shall be carried out in respect of any employee in accordance with the Approved Codes of Practice and guidance as detailed in b) above
- (d) that Respiratory Protective Equipment (RPE) must only be used which is marked with a CE symbol designating it suitable for use with asbestos as defined and that any Respirator not so marked must not be used. The selection use and maintenance of RPE must follow both the manufacturers recommendations and the Health and Safety Executive Guidance Note HSG53 where applicable;
- (e) that the guidance in "Asbestos: The licensed contractors' guide" HSG247 issued by the Health and Safety Commission be followed where applicable;
- (f) that all conditions and recommendations set out in the Approved Codes of Practice and Guidance L143 issued by the Health & Safety Executive must be observed;

Asbestos – means asbestos actinolite asbestos grunerite (amosite) asbestos anthophyllite chrysotile crocidolite and asbestos tremolite or any mixture containing any of these materials.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

## ASBESTOS BUYBACK CLAUSE – C FORM - SECTIONS B & C

Notwithstanding anything contained herein to the contrary the Underwriters will indemnify the Assured against their liability to pay Damages (including claimants costs fees and expenses) and Defence Costs under Sections B and C of this Policy arising from the existence of or exposure to asbestos and/or asbestos containing materials occurring on or after the Retroactive Date but only in respect of claims first made against the Assured during the Period of Insurance.

Provided always that:-

1. should the Assured notify the Underwriters during the Period of Insurance of any specific event or circumstance which Underwriters accept may give rise to a claim or claims which form the subject of indemnity by this Endorsement then acceptance of such notification means that Underwriters will deal with such claim or claims as if they had first been made against the Assured during the Period of Insurance;
2. the Underwriters will not indemnify the Assured for any claims arising from the existence of or exposure to asbestos and/or any asbestos containing materials where the Assured were aware of the circumstance or event which gave rise to the claim before the effective date of this Endorsement;
3. the Underwriters will only indemnify the Assured in connection with handling removal stripping out demolition storage transportation or disposal (amend as appropriate) of asbestos and/or any asbestos containing materials;
4. in respect of any liability which arises from any requirement to clean up or remove asbestos and/or asbestos containing materials from any building and/or structure:-
  - a) such liability arises solely in consequence of a sudden specific and identifiable fire explosion impact or collapse;
  - b) the building and/or structure that is subject to the clean up or removal is not tenanted by the Assured;
5. the Underwriters will not indemnify the Assured for any claims in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
6. the Underwriters liability to pay Damages (including claimants costs fees and expenses) and Defence Costs shall not exceed the sum of GBP 1,000,000 and shall be the Underwriters total liability in respect of any one Period of Insurance;
7. the Excess applicable to this Endorsement shall be GBP 5,000 each and every claimant in respect of death bodily injury disease loss of or damage to property including claimants costs fees and expenses and Defence Costs.

The Retroactive Date in respect of this Endorsement is **20<sup>th</sup> May 2015**

Furthermore when the Assured is involved with the handling removal stripping out demolition storage transportation or disposal of asbestos the following warranties shall apply to all Sections of the Policy:-

- a) that all conditions and recommendations set out in the Approved Codes of Practice and Guidance L143 issued by the Health & Safety Executive must be observed;
- b) that the Control of Asbestos Regulations 2006 issued by the Health & Safety Executive must be observed;
- c) that an Employees Medical Questionnaire is to be undertaken at the Assureds expense as set out in the Approved Code of Practice and Guidance L143. All persons employed so engaged with materials containing asbestos must be medically examined and approved and be registered by Underwriters. The medical examination is to be undertaken at the inception of employment with the Assured and for all Employees at least once every two years;
- d) that Respiratory Protective Equipment (RPE) must only be used which is marked with a CE symbol. Any Respirator not so marked must not be used. The selection use and maintenance of RPE must follow both the manufacturers recommendations and the Health and Safety Executive Guidance Note;
- e) that any subsequent approved code or guidance note relating to asbestos issued by the HSE and any legislation or regulation is imposed upon the industry shall be implemented and adhered to by the Assured.

Subject otherwise to the terms conditions limitations and Exclusions of the Policy.

**Bona-Fide Sub-Contractors Condition (Amended)**

It is a condition precedent to liability under the policy that the Assured shall require all bona fide subcontractors engaged by the Assured to have Employers Public and Pollution Liability insurance in full force and effect throughout the currency of this Policy in respect of their liability for bodily injury death disease or loss of or damage to property consequent upon all activities carried out on behalf of the Assured and that such insurance

- a) has a Limit of Indemnity of not less than GBP 10,000,000 any one occurrence or series of occurrences arising out of one original cause in respect of Employers Liability
- b) has a Limit of Indemnity of not less than GBP 2,000,000 any one occurrence or series of occurrences arising out of one original cause for Public Liability but in the aggregate for Pollution
- c) extends to indemnify the Assured as Principal
- d) ~~is placed with an insurer with a financial rating from either Standard and Poor or A M Best or Fitch~~

and the Assured shall implement a system to check that such insurance is in force

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

## Burning and Welding Conditions No.2

It is a condition precedent to liability under this policy that the Assured or any persons acting on behalf of the Assured shall ensure the following precautions are complied with on each occasion which involves using any oxy-acetylene or electric welding or cutting or grinding equipment or blow lamp or blow torch or hot air gun

1. A fire extinguisher must be kept available for immediate use
2. Blow lamps and blow torches must be lighted and hot air guns switched on as short a time as possible before use and extinguished or switched off immediately after use
3. Lighted blow lamps and blow torches and switched on hot air guns must not be left unattended
4. 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 persons who carried out the work then appropriate arrangements must be made with the occupier

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

### **Fees For Intervention**

Fees For Intervention mean those fees payable to the Health & Safety Executive by the Assured as defined by Regulation[s] 23 (1) – (3) inclusive of the Health and Safety (Fees) Regulations 2012.

Underwriters will pay the first GBP 5,000 of Fees for Intervention charged to the Assured and this shall be the total amount payable in any one Period of Insurance.

No amount payable under this Endorsement for or in connection with any contravention of the relevant statutory provisions for which the Health & Safety Executive is the enforcing authority is to include any costs in connection with:

- (a) in England & Wales, any criminal investigation or prosecution, incurred (in either case) from the date on which any information is laid or, as the case may be, any written charge is issued;
- (b) in Scotland, any criminal investigation or prosecution, incurred (in either case) after such time as the Executive submits a report to the Procurator Fiscal for a decision as to whether a prosecution should be brought;

Additional Defence Costs for HSE Prosecutions are indemnified elsewhere in this policy and the amount payable hereunder may not be off-set against Additional Defence Costs nor against any costs awarded against the Assured in an HSE Prosecution.

For the purposes of this Endorsement, the Assured shall give notice to the Underwriters in writing or by the agreed Electronic Medium within 7 days of receipt of:

- (a) a notice in writing from the Health & Safety Executive of a material breach of a health and safety law by the Assured, including a notification of contravention, an improvement notice, a prohibition notice or a notice of prosecution and/or
- (b) a fee invoice raised by the Health and Safety Executive pursuant to its statutory powers under the Fees For Intervention costs recovery scheme.

Underwriters will pay to the Assured Fees For Intervention, provided that the Assured has complied with the above reporting conditions.

This Endorsement does not provide an indemnity for costs incurred in respect of disputing or appealing a fee invoice raised by the Health and Safety Executive pursuant to its statutory powers under the Fees For Intervention costs recovery scheme. Payment of fees under this Endorsement at the request of the Assured does not imply that Underwriters agree there has been a breach of health and safety law or that such fees are just and reasonable. Underwriters reserve the right to challenge such fees at their absolute discretion.

Any Fees for Intervention which have been met by Underwriters and which are refunded by the Health and Safety Executive, either in whole or in part and for whatever reason, shall be returned to Underwriters within 7 days of receipt by the Assured thereof

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.



### Employers' Liability Associated Companies Clause

It is noted that the various parties stipulated as the Assured in the Schedule are not all in a parent / subsidiary relationship. Therefore, to comply with the law a separate Limit of Indemnity of GBP 10,000,000 in respect of Section A Employers' Liability shall apply to each of the entities detailed below and a separate certificate will be issued for each:

- i) Kenny Waste Management Limited
- ii) Kenny Services Limited
- iii) ET & WJ Kenny trading as Kenny Skip Hire
- iv) Kenny Waste Management Social Enterprise Limited

## Extension to Pollution Liability Section – Prevention and Remediation Costs

All terms and conditions of this extension are precedent to Underwriters liability to provide indemnity

In addition to the indemnity available under the Pollution Liability Section, Underwriters will indemnify the Assured for all costs that the Assured is legally liable to pay and reasonably incurred with Underwriters prior written consent in the prevention or remediation of environmental loss or damage in connection with the Business of the Assured but only to the extent that the Assured can demonstrate that

1. prevention of environmental damage was not required because the Assured permitted the threat of environmental damage to become imminent, and
2. remediation was required directly following a sudden specific and identifiable event occurring in its entirety during the Period of Insurance and was not the direct result of the Assured failing to take reasonable precautions to prevent such event.

The indemnity available under this Extension is limited to GBP 250,000 including all costs, fees and expenses and the Assured will contribute the first 20% to all costs incurred under this Extension.

This Extension does not provide an indemnity in respect of liability for costs arising in the

- (a) prevention or primary complementary or compensatory remediation of damage to or resulting from damage to premises presently or at any time previously owned leased or tenanted by the Assured or otherwise in the Assured's care custody or control or
- (b) prevention or primary complementary or compensatory remediation of damage to or resulting from damage to land or water contained within or below the boundaries of any land or premises presently or at any time previously owned leased or tenanted by the Assured or otherwise in the Assured's care custody or control.

The Underwriters shall not be liable for any fines or penalties or prosecution costs in any event.

Definitions: -

“Prevention” – means acting to avoid a reasonably foreseeable risk of environmental loss or damage occurring.

“Remediation” – means being returned to no better than the prior state.

All other policy terms and conditions shall remain unaffected.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

## Additional Endorsements

These are additional endorsements to the IVE21 C General Liability policy wording.

1. The following is added to Definitions:  
Nuisance – means nuisance, trespass or interference with any right of air, light, water, way or other easement.
2. The following is added to Section A:

### **EXTENSION TO SECTION A UNSATISFIED COURT JUDGEMENTS**

If a judgment for damages is obtained:

- a) by any Employee or the personal representatives of any Employee in respect of bodily injury, death or disease sustained by the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Assured in the Business;
- b) against any company or individual operating from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man;

in any court within the territories specified in b) above, and

- c) remains unsatisfied in whole or in part six months after the date of such judgement;

at the request of the Assured the Underwriters will pay to the Employee or the personal representatives of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied  
Provided that:

- i) there is no appeal outstanding
- ii) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgement to the Underwriters.

3. The Operative Clause to Section B is amended to read as follows:

### **SECTION B - PUBLIC LIABILITY**

Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Costs in respect of accidental:

1. bodily injury, death or disease to any person;
2. loss of or damage to tangible property;
3. Nuisance;

in connection with the Business of the Assured and occurring during the Period of Insurance.

The indemnity provided shall only apply to accidental bodily injury, death or disease or loss of or damage to tangible property or Nuisance occurring:

- (a) within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands or an offshore installation within the territorial waters around Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;
- (b) during the course of temporary visits abroad by Employees of the Assured in a non-manual capacity.

4. The Operative Clause to Section C is amended to read as follows:

### **SECTION C - POLLUTION LIABILITY**

Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Costs in respect of accidental:

1. bodily injury, death or disease to any person;
2. loss of or damage to tangible property;
3. Nuisance;

arising out of Pollution in connection with the Business of the Assured caused and occurring in its entirety during the Period of Insurance but only to the extent that the Assured 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 Assured failing to take reasonable precautions to prevent such Pollution.

The indemnity provided by this Section shall only apply to accidental bodily injury, death or disease or loss of or damage to tangible property or Nuisance occurring within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

5. The following are added to General Extensions:

8. **DEFECTIVE PREMISES ACT (Applicable to Sections B and C only)**

In so far as this Section indemnifies the Assured against legal liability in respect of accidental bodily injury, death or disease or loss of or damage to property such Section shall apply to legal liability incurred by the Assured by virtue of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Northern Ireland Order 1975 in connection with premises disposed of by the Assured.

This Extension will not apply to legal liability:

- a) for the costs of remedying any defect or alleged defect in premises disposed of by the Assured;
- b) in respect of which the Assured is entitled to indemnity under any other insurance.

9. **OVERSEAS PERSONAL LIABILITY (Applicable to Sections B only)**

The Underwriters will indemnify the Assured and if the Assured so requests any director or partner of the Assured or Person Employed against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business.

This Extension will not apply to legal liability:

- a) arising out of the ownership or occupation of land or buildings;
- b) in respect of which indemnity is afforded by any other insurance.

10. **DATA PROTECTION ACT (applicable to Section B only)**

The Underwriters will indemnify the Assured and if the Assured so requests any director or partner of the Assured or Person Employed against legal liability arising under Sections 22 and 23 of the Data Protection Act 1984 as amended 1998 or any subsequent amending legislation.

For the purposes of this Extension damage and or distress within the meaning of such Act shall be deemed to be bodily injury, death, disease, illness, nervous shock, mental injury or mental anguish.

Provided that the Assured:

- a) is registered in accordance with the terms of such Act or has applied for registration which has not been refused or withdrawn;
- b) has taken all reasonable care to comply with the requirements of such Act .

This Extension will not apply to:

- 1 the costs of replacing reinstating rectifying or erasing data;
- 2 legal liability arising from or caused by any deliberate act or omission of the Assured or any person entitled to indemnity if the result thereof could reasonably have been expected by the Assured or such other person having regard to the nature and circumstances of such act or omission;
- 3 the payment of fines or penalties;
- 4 claims arising out of circumstances notified to previous insurers or known to the Assured at the inception of this Certificate;
- 5 legal liability in respect of which indemnity is provided by any other insurance.

11. **COMPENSATION FOR COURT ATTENDANCE**

If at the request of the Underwriters any Person Employed or director or partner of the Assured shall attend court as a witness in connection with a claim in respect of which the Assured is entitled to indemnity under this section the Underwriters will provide compensation to the Assured at the following rates per day for each day on which attendance is required:

- A Any director or partner of the Assured GBP 500
- B Any other Person Employed GBP 250

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

### Profit Rebate Clause

Upon renewal of this Policy with the Underwriters specified herein a rebate shall be payable to the Assured six months after expiry calculated at 7.50% of the finally adjusted earned premium or the minimum and deposit premium charged for the Period of Insurance provided that:-

1. The claims payable by Underwriters for the Period of Insurance being actual payments and costs incurred and reserves therefore do not exceed 40% of the finally adjusted earned premium or minimum charged;
2. This Insurance is renewed with Syndicates 2525 for the subsequent Period of Insurance;
3. Fenchurch Insurance Brokers continue to be the broker(s) of record.

For the purposes of this Endorsement;

Earned Premium means the amount calculated as the final premium by applying the applicable rates to the actual declared wages and or turnover for the 2023/2024 Period of Insurance.

Incurred Loss Ratio shall mean the total of claims (which shall include actual claims payments including all medical legal and other charges made and reserves held by Underwriters for outstanding claims and/or circumstances) divided by Earned Premium multiplied by 100.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

## 24 Month Policy A

This is a 24 month Policy basis with two payments as follows:-

1. The Premium for the first 12 months 28/10/23 to 27/10/24 of this 24 month Policy shall be payable in accordance with the agreed payment terms;
2. The Premium for the second 12 months of this 24 month 28/10/24 to 27/10/25 Policy shall be payable in accordance with the agreed payment terms.

The Premium for the second 12 month period of this 24 month Policy shall be calculated at the same rates as agreed in the first 12 month period of this 24 month Policy provided that:-

1. the first 12 month period of this 24 month Policy is adjusted at the agreed Policy rates;
2. the Incurred Loss Ratio for the first 12 months period of this 24 month Policy does not exceed 100% of the gross adjusted Premium payable for the first 12 month period of this 24 month Policy;
3. the wages and/or turnover estimates provided for the second 12 months period of this 24 month Policy do not reduce by more than 15% of the actual wages and turnover figures for the first 12 month period of this 24 month Policy;
4. there is no change in the Business of the Assured as declared at inception of this 24 month Policy.
5. Fenchurch Insurance Brokers continue to be the broker of record.

In the event that the rates remain unaltered by satisfying the above provisions but the estimates provided for the second 12 month period of this 24 month Policy are more / less than those provided for the first 12 month period of this 24 month Policy then the Premium shall be increased / decreased accordingly at the agreed rates in force at the inception of this 24 month Policy always subject to condition 3 above.

It is also expressly understood by all parties that this is a 24 month insurance and the collection of the premium after 12 months is only to allow for a revision in the estimates going forward and the calculation of any adjustment for the previous 12 months.

Although this Insurance has been issued on a 24 month basis, the Certificate is evidence of a 12 month period only and the premiums shown in the Schedule are the premiums due for those 12 months.

It is also understood and agreed that if at any point this Agreement is not complied with the Underwriters are entitled to collect, from the Insured all monies owed to them for the 24 Month Policy Clause via Fenchurch Insurance Brokers.

If the Insured fails to adhere to his obligations under this agreement, the Company shall secure damages from the Insured in the sum of the total premium that the Company would have been entitled to receive had the Insured adhered to such obligations.

For the purposes of this Endorsement Incurred Loss Ratio shall mean the total of claims (which shall include actual claims payments including all medical legal and other charges made and reserves held by Underwriters for outstanding claims and/or circumstances).

For the purposes of this Endorsement Premium shall mean the amount and rates agreed by the Underwriters and the Assured as payable for each period of 12 months of this 24 month Policy.

Subject otherwise to the Terms Conditions Limitations and Exclusions of the Policy.

## DEFINITIONS

**Assured** - means the legal personality as stated in the Schedule and bearing the Employer Reference Number provided by Her Majesty's Revenue and Customs on the employers' liability certificate.

**Asbestos** - means asbestos actinolite asbestos grunerite (amosite) asbestos anthophyllite chrysotile crocidolite and asbestos tremolite or any mixture containing any of these materials.

**Notifiable Asbestos** - means asbestos that by the Control of Asbestos Regulations 2012 (and/or any Legislation of similar effect) is required to be handled removed stripped out demolished stored transported or disposed of by a HSE licensed contractor.

**Business** - means the Business stated in the Schedule to the Policy and includes:-

- (a) the provision and management of canteen social sports and welfare organisations for the benefit of any Employee or fire first aid medical ambulance and security services;
- (b) participating in exhibitions;
- (c) the ownership repair maintenance and decoration of the Assured's premises.

**Contract Works** - means the temporary or permanent works executed or in the course of execution by or on behalf of the Assured in the performance of any contract including materials supplied by reason of the contract and other materials or plant for use in connection therewith.

**Damages** - means compensation by pecuniary recompense provided by the process of law to indemnify the consequences of an actionable wrong to another person or legal entity. Damages do not include exemplary punitive or aggravated awards.

**Defence Costs** - means fees and expenses reasonably and necessarily incurred by the Assured with the Underwriters' prior consent or by the Underwriters in respect of legal costs and disbursements and investigative and related expenses and liability adjuster fees in the:-

- (a) defence of any Proceedings relating to any claim or circumstance that may give rise to a claim;
- (b) conduct of any Proceedings for indemnity contribution or recovery relating to any claim or circumstance that may give rise to a claim;
- (c) investigation assessment negotiation or compromise of any claim;

for which the Assured seeks indemnity under this Policy. Defence Costs do not include any internal or overhead expenses of the Assured or the cost of the Assured's time.

**Employee** - means any person:-

- (a) employed under a written or implied contract of service with the Assured and paid in association with the Employer Reference Number (ERN) disclosed by the Assured or;
- (b) otherwise engaged (including under a written or implied contract for services for the provision of labour only) in the Assured's Business provided that person is controlled (as to where and when and how they work) by the Assured or;
- (c) seconded to work for the Assured provided that person is controlled (as to where and when and how they work) by the Assured or;
- (d) undertaking study or work experience or on any similar scheme.

**Electronic Medium** - means by e-mail or any other format agreed by Underwriters and conveyed by other than postal means. The Assured must satisfy himself that the same has been received by Underwriters. Where no trace of the Electronic Medium can be traced by Underwriters following a reasonable and proportionate search confirmation of receipt by the Underwriters will be required to be disclosed by the Assured to the Underwriters and failure to do so will mean that Underwriters will be in the same position as if no submission by Electronic Medium was made by the Assured.

**Foreign Judgment** - means any order or award by a Court or Tribunal in any jurisdiction other than England & Wales Scotland Northern Ireland the Isle of Man or the Channel Islands.

**Offshore** - it is agreed that for the purpose of this Policy the Assured's Employees shall be deemed to be Offshore from the time when they embark onto a conveyance at the point of final departure to an offshore rig or offshore platform or offshore support or accommodation vessel. All such Employees shall continue to be deemed to be Offshore until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or offshore support or accommodation vessel.

**Pollution** - means contamination of the atmosphere or of any water land or other tangible property and includes smoke vapour soot fumes odour or chemical.

**Product** - means any property (including packaging containers and labels) not forming part of the Contract Works after it has left the custody and control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured.

**Terrorism** - means an act including but not limited to the use of force or violence and/or the threat thereof of any person or groups(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious 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.

**Underwriters** - means A IVE & Others Lloyd's Syndicate 2525 and any other participating Lloyd's syndicates and/or insurance companies. Syndicate 2525 is situated in England at Lloyd's of London One Lime Street London EC3M 7HA.

## SECTION A - EMPLOYERS' LIABILITY

Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs in respect of accidental bodily injury death or disease sustained by an Employee arising out of and in the course of his/her employment or engagement with the Assured in connection with the Business of the Assured and caused during the Period of Insurance.

The indemnity provided shall only apply to accidental bodily injury death or disease sustained:-

1. within Great Britain Northern Ireland the Isle of Man and the Channel Islands or an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands;
2. by Employees of the Assured during temporary visits abroad in a non-manual capacity.

### 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 Channel Islands and offshore installations in territorial waters around Great Britain and its Continental Shelf but the Assured agrees to repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute.

### EMPLOYERS' LIABILITY TRACING OFFICE

Certain information relating to your insurance Policy including without limitation the Policy number(s) employer's 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 and added to an electronic database.

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.

### EXCLUSIONS TO SECTION A ONLY

This Section does not provide any indemnity in respect of liability:-

1. 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 - 2000 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 or similar legislation;
2. arising out of handling and/or stripping out of Notifiable Asbestos and/or any other substance or compound that incorporates Notifiable Asbestos;  
however this Exclusion shall not apply to liability arising from the accidental discovery of materials known or suspected to be Notifiable Asbestos provided always that:-
  - (a) immediately upon discovery all handling removal stripping out demolition storage transportation or disposal of that which is suspected to be Notifiable Asbestos ceases until the composition of all such materials is established;
  - (b) any subsequent handling removal stripping out demolition storage transportation or disposal of Notifiable Asbestos is carried out by a HSE licensed contractor on terms which indemnify the Assured for all liability arising out of such work;
  - (c) the Underwriters' liability to pay Damages (including Defence Costs and Criminal Prosecution Defence Costs) shall not exceed the minimum statutory limit of GBP 5,000,000 in respect of any one occurrence or series of occurrences arising out of one originating cause.
3. for accidental bodily injury death or disease of whatsoever nature directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic exposure to explosive or other hazardous properties of any nuclear component;
4. for accidental bodily injury death or disease of whatsoever nature directly or indirectly caused by or contributed to or arising from the consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection confiscation nationalisation or requisition;
5. for any claim arising in connection with:-
  - (a) any work of demolition except solely undertaken with hand held tools and of structures not exceeding 5 metres in height from its lowest vertical point to its highest vertical point by Employees of the Assured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Assured;
  - (b) the construction alteration or repair of mines;
  - (c) tunnelling;
  - (d) the use of explosives for any purpose.



## SECTION B - PUBLIC LIABILITY

Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs in respect of accidental:-

1. bodily injury death or disease to any person;
2. loss of or damage to tangible property;

in connection with the Business of the Assured and occurring during the Period of Insurance.

The indemnity provided shall only apply to accidental bodily injury death or disease or loss of or damage to tangible property occurring:-

- (a) within Great Britain Northern Ireland the Isle of Man and the Channel Islands or an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands;
- (b) during the course of temporary visits abroad by Employees of the Assured in a non-manual capacity.

### EXCLUSIONS TO SECTION B ONLY

This Section does not provide any indemnity in respect of liability arising out of Pollution.

## SECTION C - POLLUTION LIABILITY

Underwriters will indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs in respect of accidental:-

1. bodily injury death or disease to any person;
2. loss of or damage to tangible property;

arising out of Pollution in connection with the Business of the Assured caused and occurring in its entirety during the Period of Insurance but only to the extent that the Assured 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 Assured failing to take reasonable precautions to prevent such Pollution.

The indemnity provided shall apply only to accidental bodily injury death or disease or loss of or damage to tangible property occurring within Great Britain Northern Ireland the Isle of Man and the Channel Islands.

### EXCLUSIONS TO SECTION C ONLY

This Section does not provide any indemnity in respect of liability:-

1. for loss of or damage to premises presently or at any time previously owned leased or tenanted by the Assured or otherwise in the Assured's care custody or control;
2. for loss of or damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or tenanted by the Assured or otherwise in the Assured's care custody or control.

### EXCLUSIONS TO SECTIONS B AND C

Sections B and C do not provide any indemnity in respect of liability:-

1. for accidental bodily injury death or disease sustained by any Employee arising out of and in the course of his/her employment or engagement by the Assured in connection with the Business of the Assured;
2. for loss or damage to property owned leased tenanted or hired by or under hire purchase or on loan to the Assured or in the Assured's care custody or control other than:-
  - (a) Employees' and visitors' clothing and personal effects;
  - (b) premises including contents thereof not owned leased nor rented by the Assured but temporarily occupied by them for the purpose of work therein or thereon but no indemnity is granted for loss of or damage to that part of the premises or the contents thereof on which the Assured is working and which arises out of such work;
  - (c) premises tenanted by the Assured but excluding:-
    - (i) liability which attaches by way of any contract or agreement and that would not have attached in the absence of such contract or agreement;
    - (ii) damage caused by fire and/or explosion;
3. arising out of the ownership possession or use by or on behalf of the Assured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability:-
  - (a) caused by the use of any work equipment or personal protective equipment or plant added to the vehicle after supply and forming part of or attached to or used in connection with any motor vehicle or trailer;
  - (b) arising beyond the limits of any highway carriageway thoroughfare or other public place caused by the loading or unloading of any motor vehicle or trailer;
  - (c) for damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon;

- (d) arising out of the use of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking; and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer;
4. caused by the ownership or operation by or on behalf of the Assured of any waterborne craft hovercraft aircraft or railway vehicle;
  5. if such liability arises as a result of any requirement under clause 6.5.1 of the JCT Standard Form of Building Contract (all editions including those referring to clause 21.2.1) or any comparable condition of similar effect in any other contract or agreement;
  6. 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;
  7. arising out of the deliberate conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent accidental bodily injury death or disease and/or loss of or damage to tangible property;
  8. for loss or damage to the Assured's Contract Works:-
    - (a) prior to certified completion or handover by the Assured;
    - (b) after certified completion or handover by the Assured where such loss or damage arises out of the defective condition of any part of such property structure or Contract Works;
  9. for loss or damage to any Product or part thereof;
  10. for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any pure financial loss consequent upon the necessity for such repair reconditioning or replacement;
  11. arising out of the recall of any Product or part thereof;
  12. which is the inevitable or unavoidable consequence of the performance of a contract;
  13. for loss of or damage to cables pipes or other services located underground unless the Assured 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 (reasonable measures include contacting the appropriate authorities) and;
    - (b) retained a record of the measures which were taken to locate such cables pipes or other services and;
    - (c) demonstrated the location of such cables pipes and services to those who are carrying out such work on behalf of the Assured;
  14. for accidental bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to the loss;
  15. for accidental bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly caused by resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. If the Underwriters allege that by reason of this exclusion any loss damage cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Assured;
  16. for any claim arising in connection with:-
    - (a) any work of demolition except solely undertaken with hand held tools and of structures not exceeding 5 metres in height from its lowest vertical point to its highest vertical point by Employees of the Assured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Assured;
    - (b) the construction alteration or repair of mines;
    - (c) tunnelling;
    - (d) the use of explosives for any purpose;
  17. arising from any act or omission of a bona fide subcontractor or bona fide subcontractors engaged by the Assured where the Assured has failed to require such subcontractor or subcontractors to have in full force and effect throughout the currency of this Policy Employers' Public and Pollution Liability insurance and that such insurance:-
    - (a) has a Limit of Indemnity of not less than GBP 10,000,000 any one occurrence in respect of Employers' Liability;
    - (b) has a Limit of Indemnity of not less than GBP 5,000,000 any one occurrence in respect of Public Liability but in the aggregate for Pollution;
    - (c) extends to indemnify the Assured as Principal;
 and/or the Assured has failed to implement and maintain a documented system to ensure that such insurance is in force.

18. for accidental bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic exposure to explosive or other hazardous properties of any nuclear component;
19. for accidental bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly caused by or contributed to or arising from the consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection confiscation nationalisation or requisition;
20. for any amount falling within the Excess as stated in the Schedule;
21. arising out of defective design specification or advice which is provided solely for a fee;
22. (a) for accidental mental injury mental anguish or mental disease caused by or arising out of a Cyber Act or Cyber Incident;
- (b) for 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 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.

For the purposes of this Exclusion the following definitions are to apply:-

**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.

**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.

**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.

**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.

#### **LIMITS OF INDEMNITY (applying to all Sections of the Policy)**

Underwriters' liability to pay Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs shall not exceed the sum stated in the Schedule in respect of all occurrences or series of occurrences arising out of one originating cause but in respect of Section C the Limit of Indemnity shall be the sum stated in the Schedule in respect of all occurrences in the aggregate for the Period of Insurance.

In respect of Sections B and C only Defence Costs will be payable in addition to the Limits of Indemnity.

In respect of Sections B and C in the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Section each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability for all such occurrences shall be limited to the greatest Limits of Indemnity available under any one Section providing indemnity.

#### **CHOICE OF LAW CLAUSE (applying to all Sections of the Policy)**

It is agreed between Underwriters and the Assured that indemnity provided by this Policy shall apply only to judgments against the Assured in the Courts of Law of England and Wales Scotland Northern Ireland the Isle of Man and the Channel Islands and not to judgments obtained elsewhere nor to judgments or orders obtained in the said Courts for the enforcement of Foreign Judgments whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other Courts.

## GENERAL EXTENSIONS

### 1. INDEMNITY TO OTHERS

The indemnity provided extends to:-

- (a) any director of the Assured or Employee in respect of liability arising in connection with the Business of the Assured;
- (b) the committees for the time being of any of the Assured's canteen sports or social clubs welfare organisation fire security first aid medical or ambulance services including as though they were the Assured the officers and/or members of any such club jointly or severally in their respective capacities as such but not including medical practitioners while working in a professional capacity;
- (c) the liability of directors and/or officials of the Assured in their personal private capacity arising from work undertaken for them by Employees of the Assured;

each of whom shall as though they were the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Policy if the claim had been made against the Assured.

### 2. CRIMINAL PROSECUTION DEFENCE COSTS

Underwriters will pay any reasonable legal or investigation expenses incurred with their prior written consent and at their absolute discretion (and always subject to the right to withdraw consent during the course of any proceedings in respect of further expenses for which the Assured are not liable at the date of the withdrawal of the consent) in any proceedings within the Courts of Law of England and Wales Scotland Northern Ireland the Isle of Man and the Channel Islands arising from any act or omission which is the subject of indemnity under this Policy:-

- (a) for representation at a Coroner's Inquest or Fatal Accident Inquiry;
- (b) for representation at a PACE interview conducted by the Police or by the Health and Safety Executive or by the Environment Agency;
- (c) for defending the Assured in any Court or Tribunal to include prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007;
- (d) arising out of any prosecution of the Assured for breach or alleged breach of Part 1 of the Health and Safety at Work Act 1974 (and/or any Legislation of similar effect);
- (e) arising out of any prosecution of the Assured for breach or alleged breach of Construction (Design and Management) Regulations 1994.

Provided that the Underwriters shall not be liable for any investigation costs levied by a regulatory body or fines or penalties or prosecution costs.

The Limit of Indemnity under this Extension is limited to GBP 1,000,000 in respect of all occurrences and in the aggregate for the Period of Insurance.

### 3. PRINCIPALS CLAUSE

Where the Assured so requests the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured. Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule.

### 4. CROSS LIABILITY CLAUSE

It is agreed that where more than one party is named in the Schedule as the Assured indemnity shall apply as though individual insurances have been issued to each party provided always that the Underwriters' total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity.

### 5. MOTOR CONTINGENT LIABILITY (applying to Sections B and C only)

It is agreed that notwithstanding Exclusion 3 to Sections B and C herein this Policy is extended to provide an indemnity in respect of liability arising out of the use of any motor vehicle owned by an Employee in connection with the Business of the Assured.

No indemnity is provided in respect of liability:-

- (a) arising out of loss of or damage to any such motor vehicle or any goods conveyed therein or thereon;
- (b) arising out of accidental bodily injury or loss of or damage to tangible property caused:-
  - (i) by any motor vehicle owned or provided by the Assured;
  - (ii) by any motor vehicle driven with the consent of the Assured or a representative of the Assured by any person who to the knowledge of the Assured or a representative of the Assured does not hold a valid licence to drive such vehicle;
  - (iii) outside Great Britain Northern Ireland the Channel Islands or the Isle of Man;
- (c) if such vehicle is more specifically insured.

## 6. HOUSING GRANTS CONSTRUCTION AND REGENERATION ACT 1996 (applying to Sections B and C only)

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 Underwriters' liability under this Policy the Assured agrees to comply with conditions (a) and (b) as follows;

### (a) Policy conditions

The Assured shall:-

- (i) notify Underwriters 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 Assured of any notice of adjudication in circumstances which will lead to or are likely to lead to a claim being made against the Assured (whether under a process of adjudication or otherwise);
  - (ii) promptly forward to Underwriters all information relating to any dispute referred to adjudication including copies of all documentation made available to the Assured or subsequently by the Assured to the adjudicator;
  - (iii) allow the Underwriters 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 Underwriters may reasonably require;
  - (iv) meet any request direction or timetable of the adjudicator;
  - (v) satisfy the Underwriters 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 Assured of a payment of money by the Assured which constitutes 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 Underwriters;
  - (vii) in the event of a decision reached by the adjudicator that such an award as described in (v) above is payable give the Underwriters every assistance in instituting legal proceedings (or arbitration if applicable in accordance with the Assured'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 Underwriters deem it appropriate;
  - (viii) permit the Underwriters to have sole conduct of all such proceedings.
- (b) any provisions relating to adjudications pursuant to the Act in any contract entered into by the Assured shall:-
- (i) provide 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).

## 7. REWAGE EXTENSION

It is agreed that at the request of the Assured this Extension will indemnify the Assured in respect of **Wages** paid to an **Injured Person** following accidental bodily injury which results in **Absence** where it is reasonable for the Assured to infer that the **Circumstances** will on the balance of probabilities give rise to a legal liability.

**Provided always that:-**

1. The **Circumstances** are notified direct to Underwriters as a **ReWage Claim** (by e-mail at [claims@rewage.co.uk](mailto:claims@rewage.co.uk)) within 21 days.
2. Where Underwriters' **Investigation** deems that on the balance of probabilities a liability will attach to the Assured this Extension shall indemnify for a maximum period of 104 weeks from the date of the commencement of the **Absence**.
3. Payments made by the Assured prior to determination of liability by Underwriters shall be limited to a maximum of 28 days **Absence** where Underwriters' subsequent **Investigation** deems that on the balance of probabilities no liability will attach.
4. In the event of the **Absence** not exceeding 30 consecutive days the indemnity will be subject to a GBP750 **Excess**.
5. The Assured shall assist in providing any reasonable program of rehabilitation to the **Injured Person** at Underwriters' expense and at Underwriters' reasonable request the Assured will discontinue **Wages** payments should the **Injured Person** refuse to submit to such a program without good reason or fails to provide evidence in support of continued **Absence**.
6. The Assured will submit a schedule of **Wages** paid to the **Injured Person** at 90 day intervals to Underwriters and Underwriters will reimburse the Assured upon presentation and approval of a schedule of **Wages** paid.

7. Underwriters may cease reimbursing **Wages** under this Extension at any stage should:-
  - (a) evidence become available indicating that on the balance of probabilities no liability will attach to the Assured
  - (b) the Assured breach any term or condition of this Policy
  - (c) the Assured fail to cooperate with Underwriters' reasonable requests.
 Underwriters' intention to cease reimbursing **Wages** under this Extension shall be notified to the Assured in writing.
8. At Underwriters' request the Assured shall use their best endeavours to obtain a signed medical consent form from the **Injured Person** in the format prescribed by Underwriters upon completion of the **Investigation** and where appropriate provide the **Injured Person** with details of the **Direct Settlement Scheme**.
9. This Extension does not apply in respect of accidental bodily injury sustained by Employees of the Assured whilst working permanently outside Great Britain Northern Ireland the Isle of Man and the Channel Islands other than on an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands.
10. This Extension does not confer any rights to an Employee.
11. The Extension does not operate independently of the Employers' Liability Section.
12. This Extension does not apply in respect of accidental bodily injury arising from any illness or disease that is gradual in its development or is the result of exposure to Asbestos.

#### REWAGE SPECIFIC DEFINITIONS

**Absence** - A continuous period of medically certified absence by an Employee which is solely due to a RIDDOR reportable accident arising out of and in the course of his employment.

**Circumstances** - The factual details of a RIDDOR reportable accident in the workplace.

**Direct Settlement Scheme** - This is a scheme which has been devised by the Underwriters to provide an **Injured Person** with a method of settlement of their claim for compensation.

**Excess** - A sum payable by the Assured which is deducted from the indemnity provided by this Extension.

**Injured Person** - The Employee who has sustained a RIDDOR reportable accident in the workplace and has been selected by the Assured to be the subject of a **ReWage Claim** request.

**Investigation** - The preliminary process which is designed to be completed within 14 days and by which Underwriters determine whether the **Circumstances** will give rise to a legal liability.

**ReWage Claim** - A notification from the Assured of a RIDDOR reportable accident in the workplace where a decision has been made by the Assured to continue to pay **Wages** to the **Injured Person** during **Absence**.

**Wages** - A payment equivalent to normal pay including overtime and bonus.

*Subject otherwise to the Terms Limitations Conditions and Exclusions of the Policy.*

#### GENERAL CONDITIONS

**(Condition 1 is a condition precedent to Underwriters' liability to provide indemnity under this Policy. Condition 2(c)(e) & (f) contains warranties on the part of the Assured. Condition 2 also contains various obligations on the part of the Assured in respect of which "time is of the essence". Where "time is of the essence" of an obligation on the part of the Assured then the Assured must comply with that obligation strictly within the time limits specified).**

##### 1. Claims Procedure

- (a) Irrespective of the amount stated in the schedule as the Excess the Assured shall give notice to the Underwriters in writing or the agreed Electronic Medium within:-
  - (i) 24 hours of receiving a Claims Notification Form (CNF) pursuant to the Pre-Action Protocol for Low Value Personal Injury (Employers' Liability & Public Liability) Claims by e-mail at [claims@syndicate2525.co.uk](mailto:claims@syndicate2525.co.uk).
  - (ii) 21 days of an accident or circumstance causing injury death or disease to an Employee that requires reporting under the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) if seeking indemnity under the ReWage Extension or
  - (iii) 30 days of an accident or circumstance causing injury death or disease to an Employee that requires reporting under the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) or
  - (iv) 30 days of the Assured's first awareness of any circumstance which may give rise to a claim under this Policy.

The Assured shall in connection with the above supply all such additional information as the Underwriters may require. Every Claim Form letter of claim summons or process and all documents relating thereto and any other written notification of circumstances that may give rise to a claim shall be forwarded unanswered to the Underwriters immediately they are received save for the Assured's obligations under the Pre-Action Protocol for Low Value Personal Injury (Employers' Liability & Public Liability) Claims wherein the Assured shall acknowledge receipt to the sender and then immediately notify Underwriters in accordance with (i) above. The Assured shall at all times in addition to their obligations set out above afford such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters 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.

- (b) No admission offer promise or payment shall be made or given by or on behalf of the Assured without written consent of the Underwriters.
- (c) The Assured shall permit Underwriters to take over the conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity contribution or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require.

## 2. Adjustment of Premium

- (a) The total contract price payable by the Assured comprises both the initial Minimum & Deposit premium based on estimates of wage roll and turnover as furnished by the Assured to the Underwriters and any further sums payable by the Assured to the Underwriters under this General Condition 2.
- (b) The Assured shall keep accurate records of actual wage roll and turnover accruing throughout the Period of Insurance and shall allow the Underwriters to inspect such records at any time (and from time to time) insofar as such records are relevant for the purposes of this Policy.
- (c) Within 90 days of expiry (time to be of the essence of this obligation) the Assured shall furnish to the Underwriters in writing or through Electronic Medium full particulars of actual wage roll and turnover for the whole of the Period of Insurance up to expiry. Such particulars shall be prepared in an identical manner and on the same basis of categorisation as between classes of Employee as were the estimates of wage roll and turnover furnished by the Assured to the Underwriters for the purposes of the calculation of the Minimum & Deposit.
- (d) On receipt by the Underwriters of the full particulars required under (c) above then the Underwriters shall calculate the Final Premium. The Final Premium shall be calculated by applying the premium rate or rates utilised to calculate the initial Minimum & Deposit premium to the actual wage roll and turnover for the whole of the Period of Insurance up to expiry. The further sum payable shall be the difference between the initial Minimum & Deposit premium and the Final Premium.
- (e) Any sums owing shall be paid by the Assured within 60 days of receipt of notice by the Assured of the Final Premium (time being of the essence of this obligation).
- (f) Each and every of the following obligations of the Assured under this General Condition 2 are warranties:-
  - (i) the obligation of the Assured to provide particulars of actual wage roll and turnover within 90 days of expiry under (c) above (time being of the essence of this obligation).
  - (ii) the obligation of the Assured to make payment of the difference between the Final Premium and the Minimum & Deposit (plus Insurance Premium Tax thereon) under (d) above within 60 days of receipt by the Assured of notice under (e) above (time being of the essence of this obligation).

Under Sections B and C of this Policy a breach of each and every of such obligations shall suspend Underwriters' liability to make payment or to provide indemnity. In the event of breach by the Assured of any of such obligations (time being of the essence of each of such obligations) the Underwriters shall be relieved of any and all liability to make any further payment or to provide any further indemnity until such time as the Assured's obligations as set out in this General Condition 2 have been complied with.

Under Section A of this Policy a breach of each and every of such obligations shall suspend Underwriters' liability to make payment or to provide indemnity. Whereas the indemnity granted by Section A 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 Channel Islands and offshore installations in territorial waters around Great Britain and its Continental Shelf in the event of an unremedied breach by the Assured of any such obligation (time being of the essence of each of such obligations) the Underwriters shall be entitled to recover in full all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute.

## 3. (a) Excess

Where an Excess is stated in the Schedule under Sections B and C the Assured shall be responsible for the first amount so specified of each and every claim or series of claims arising out of any one originating cause. The Excess shall also apply to Defence Costs and Criminal Prosecution Defence Costs and claimants' costs and expenses.

Whereas the Excess as stated in the Schedule is the first amount payable so specified the Excess amount is payable by the Assured at the request of Underwriters upon any one of the following occurring:-

- (i) when Underwriters have determined that an amount payable under the Policy to which the Excess applies is equal to or exceeds the amount of the Excess so stated in the Schedule;
- (ii) when Underwriters have determined that the amount payable under the Policy to which the Excess applies shall fall below and within the Excess so stated in the Schedule in which case such lesser sum shall be payable;
- (iii) when Proceedings are issued against the Assured and for which Underwriters have confirmed an indemnity under the Policy.

**(b) ReWage Excess**

Where a ReWage Excess is stated in the Schedule the Assured shall be responsible for the first amount so specified for each and every **Injured Person** whose **Absence** does not exceed 30 consecutive days.

Where the Assured is responsible for the ReWage Excess as stated in the Schedule such amount is payable by the Assured at the request of Underwriters upon any one of the following occurring;

- (i) when Underwriters have determined that an amount payable under the Policy to which the ReWage Excess applies is equal to or exceeds the amount of the Excess so stated in the Schedule;
- (ii) when Underwriters have determined that the amount payable under the Policy to which the ReWage Excess applies shall fall below and within the ReWage Excess so stated in the Schedule in which case such lesser sum shall be payable.

**4. Discharge of Liability**

The Underwriters may at any time pay to the Assured 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 Underwriters 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 or where Underwriters have not exercised their right under the Discharge of Liability General Condition 4 if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters 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 Schedule shall be read together and form the basis of the 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 would but for the existence of this Policy also be covered in whole or in part by any other insurance the liability of the Underwriters shall apply in excess of and not in contribution to such other insurance.

**8. Fraudulent Claims**

If the Assured or their agent provide any information or make any claim knowing the same to be fraudulent this Policy shall become void from the date of the fraudulent act and no premium paid by the Assured will be refunded.

**9. Cancellation Clause**

Underwriters may cancel this Policy by sending thirty days written notice to the Assured's last known address whereupon the Assured 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. Sanctions Limitation**

No indemnity is provided hereunder where the provision of cover or payment of a claim would expose Underwriters to any sanction prohibition or restriction under United Nations resolutions of trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America.

**12. Policy Disputes Clause**

Any dispute concerning the interpretation of the terms conditions limitations or exclusions contained herein is agreed by both the Assured and the Underwriters to be subject to the laws of England and Wales. Any dispute or difference arising between the Assured and the Underwriters shall be referred to mediation. The Underwriters agree to pay the costs of such referral except where indemnity has been denied by the Underwriters when the parties shall bear the costs equally. If the dispute is not settled by mediation then the parties shall invite the mediator to issue a non-binding determination. If following such determination the parties are still unable to resolve their dispute then 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.



## COMPLAINTS PROCEDURE

We are dedicated to providing the best service available but if you have concerns about the service you have received or wish to make a complaint, please contact us at the address below and we will do our best to resolve the problem.

Complaints  
Syndicate 2525  
5th Floor Camomile Court  
23 Camomile Street  
London  
EC3A 7LL

E-mail: [claims@syndicate2525.co.uk](mailto:claims@syndicate2525.co.uk)  
E-mail: [underwriting@syndicate2525.co.uk](mailto:underwriting@syndicate2525.co.uk)

In the event you remain dissatisfied it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's of London whose details are given below:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

Telephone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).