

New Punjab Coaches Ltd

06/11/2023 – 05/11/2024

Compliance Docs Pack

PUBLIC SERVICE VEHICLE OPERATOR'S LICENCE

(Issued in accordance with the Public Passenger Vehicles Act 1981)

Issued to:

Issued by:

NEW PUNJAB COACHES LTD
2-8 WESTERN ROAD
SOUTHALL
UB2 5DS

Office of the Traffic Commissioner
West of England
Jubilee House
Croydon Street
Bristol
BS5 0GB
0300 123 9000

Public Service Vehicle Standard National

Licence number: PH0007101
Not transferable

Date of issue:

01/12/2000

Next checklist date:

30/11/2025

The Traffic Commissioner hereby authorises the holder of this licence to use on a road public service vehicles, which have their operating centres in this Traffic Area, for carrying passengers for hire or reward, subject to the condition that the total number of vehicles used under this licence at any time does not exceed the maximum number of discs issued & any other conditions which are set out overleaf.

The maximum number of Public Service Vehicles authorised in accordance with the Public Passenger Vehicles Act 1981 (as amended) is:

Public service vehicles authorised	8
Number of discs issued	8



Traffic Commissioner

Operating Centres

Operating Centre:	Address: STOREGORE LTD T/A ADMIRALS YARD KEEL DRIVE SLOUGH SL1 2YA	Vehicles	8
Conditions Undertakings	or		

Transport Manager(s)

JUJHAAR SINGH BRAINCH

Conditions Attached to this Licence

(if there are no restrictions/conditions, the section below will be left blank)

Undertakings Attached to the Licence

(The undertakings, given or procured to be given by the licence holder, which were considered by the Traffic Commissioner to be material to the grant of the licence or to one or more subsequent variations to the licence.)

The licence holder shall make proper arrangements so that:

- (a) the laws relating to the driving and operation of vehicles used under the licence are observed;
- (b) the rules on driver's hours and tachographs are observed and proper records kept;
- (c) vehicles do not carry more than the permitted number of passengers;
- (d) vehicles, including hired vehicles, are kept in a fit and serviceable condition;
- (e) drivers report promptly any defects that could prevent the safe operation of vehicles, and that any defects are promptly recorded in writing; and
- (f) records are kept (for 15 months) of all safety inspections, routine maintenance and repairs to vehicles, and made available on request.

Additional Undertakings Attached to the Licence

(Any other undertakings on the licence given or procured to be given by the applicant. If there are none, this section will be left blank.)

1 Requirements of the Licence Holder – Standard Licence

Under the provisions of Sections 19 and 20 of the Public Passenger Vehicles Act 1981 and the Public Service Vehicle (Operator's Licences) Regulations 1995, the holder of the licence is required to notify the traffic commissioner in writing within 28 days of any of the following change of circumstances or occurrences.

1) Change of circumstances

In the event of changes to the following;

- a. a) business address (i.e. the effective address to which correspondence is to be sent);
- b. b) the requirement to have an effective and stable establishment in Great Britain, including the address of establishment or the requirement to have access to a vehicle;
- c. c) address(es) of operating centre(s);
- d. d) the arrangements for the inspection/maintenance of vehicles;
- e. e) ownership of the business including partnership arrangements and in the persons holding shares in a company, which cause a change in control of the company.

2) Transport manager

In the event that any person named on the licence as a transport manager ceases to be employed as a transport manager for this licence

3) Bankruptcy or liquidation

In the event of the bankruptcy or liquidation of the holder, or the sequestration of his estate or the entry into administration of the holder or the appointment of a receiver, manager or trustee of his road passenger transport business

4) Relevant convictions

The holder of the licence shall notify the traffic commissioner in writing of

- a. a) any conviction of the holder of the licence;
- b. b) where the licence is held by persons in partnership of any conviction of each such person; and
- c. c) any conviction of any officer, employee or agent of the holder for an offence committed in the course of the holder's road passenger transport business.

For the purposes of section 19 (1) and (2) the issue of a fixed penalty notice or conditional offer under Part 3 of the Road Traffic Offenders Act 1988 is to be treated as a relevant conviction.

5) Occurrences which affect:

The requirement to be of good repute;
The requirement to be of appropriate financial standing; or
The requirement as to professional competence;
The requirement to have an effective and stable establishment in Great Britain
namely;

- a. a) any changes to the specified address of establishment,
and
- b. b) the requirement to have access at all times to at least one
public service vehicle registered or in circulation in Great
Britain.

6) Information about vehicles

The holder of the licence shall report to the Secretary of State as soon as practicable;

- a. a) any failure or damage to a vehicle owned by the holder which is
calculated to affect the safety of its occupants or persons using the road;
and
- b. b) any alteration made in the structure or fixed equipment of any vehicle
owned by him.

7) Requirement to supply additional information

The holder of the licence shall supply the traffic commissioner with any other information that may reasonably be required about the vehicles owned by the holder or about any material change in his circumstances.

Notes:

1. Subject to revocation or other termination under any relevant provision of the Public Passenger Vehicles Act 1981 this licence shall continue in force indefinitely.
2. This licence must not be altered in any way except by the Traffic Commissioner or a person authorised by the Traffic Commissioner.
3. The licence is not assignable or transmissible on death or in any other way.
4. The licence terminates if the holder dies, or is declared bankrupt, or in Scotland has his/her estate sequestrated, or is adjudged incapable of managing his/her own affairs.
5. The licence can be revoked, suspended or varied by the Traffic Commissioner on any of the grounds set out in section 17 of the Public Passenger Vehicles Act 1981.
6. If the holder wishes to operate additional vehicles above the maximum authorised or of a different type from those specified, a separate application must be made to the Traffic Commissioner.
7. When notifying any change of transport manager, the holder should inform the Traffic Commissioner of the new name of the manager and provide evidence of professional competence and return the licence.
8. Relevant convictions are the convictions specified in the Schedule to the Public Service Vehicle (Operator's Licences) Regulations 1995.
9. Any person who contravenes any condition on the licence will be liable to a fine on conviction.
10. Any person not fulfilling an undertaking will be liable to disciplinary action by the Traffic Commissioner.

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NEW PUNJAB COACHES LTD

Operator Compliance Risk Score

Operator Compliance Risk Score (OCRS) is a mechanism used at roadside checks to calculate the likelihood of an operator being non-compliant.

 It is a risk based scoring system and is used as a guide only. It is not a mechanism for rating operators. Seperate scores are produced for Roadworthiness and Traffic categories.

[What your scores mean \(https://www.gov.uk/guidance/use-the-operator-compliance-risk-score-ocrs-system\)](https://www.gov.uk/guidance/use-the-operator-compliance-risk-score-ocrs-system)

Your current Operator Compliance Risk Scores

Your operator licence	Road worthiness score	Overall traffic score
PH0007101	GREEN	GREEN

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OGI

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[ght \(https://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/uk-government-licensing-framework/crown-copyright/\)](https://www.nationalarchives.gov.uk/information-management/re-using-public-sector-information/uk-government-licensing-framework/crown-copyright/)

Certificate of Motor Insurance

1. CERTIFICATE NO: UMF3 007852A/00/01

2. DESCRIPTION OF VEHICLE/S:

Any motor vehicle the property of the Insured and registered in their name and/or in their care, custody or control

3. NAME OF INSURED: **New Punjab Coaches Ltd**

4. EFFECTIVE DATE OF THE COMMENCEMENT OF INSURANCE FOR THE PURPOSES OF THE RELEVANT LAW:

FROM 0001 HOURS 06/11/2023
5. DATE OF EXPIRY OF INSURANCE

UNTIL MIDNIGHT 05/11/2024

6. PERSONS OR CLASSES OF PERSONS ENTITLED TO DRIVE:

Any person who is driving on the order or with the permission of the Insured

Provided that the person is driving with the consent of the Insured, holds a licence to drive such a vehicle or has held and is not disqualified for holding or obtaining such a licence and is complying with the terms and limitations of such a licence.

7. LIMITATIONS AS TO USE:

Use for social, domestic and pleasure purposes and use in connection with the business of the Insured INCLUDING the carriage of passengers for hire and reward but EXCLUDING use for racing, pacemaking, reliability trials, speed testing or use in connection with motor rallies, competitions or trials, or in connection with the motor trade.

We hereby certify that the policy to which this Certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the islands of Alderney, Guernsey and Jersey
For and on behalf of Unicorn Underwriting Ltd



Jon Bryant
Underwriting Director – Motor Fleet

NOTE: For full details of the Insurance cover reference should be made to the policy. Cancellation: If this policy is cancelled you must return this Certificate immediately.

ADVICE TO THIRD PARTIES: Nothing contained in this Certificate affects your rights as a third party to make a claim.

WARNING: This Certificate has been prepared using a laser printer and is not valid if altered in any way.

MOTOR INSURANCE EUROPEAN COVER

The insurance protection confirmed by the Certificate of Motor Insurance extends to the obligatory requirements of motor vehicle insurance in:

- all countries which are members of the European Union;
- all countries which have made agreements which correspond to the conditions of insurance of the Commissioners of the European Union and which are approved by it.

Der Versicherungsschutz bestäädurch das Zerifikat der Fahrzeugversicherung erstreckt sich auf die obligatorischen Anforderungen der Fahrzeugversicherung in:

- allen Ländern, die Mitglieder der Europäischen Union sind;
- allen Ländern, die Abkommen, wleche die Bedingungen der Versicherung der Kommissionene der Europäischen Union entsprechen und die von ihm genehmigte gemacht haben.

La ouverture d'Assurance automobile authentifiéepar le Certificat d'Assurance Automobile inclut les prescriptions obligatoires en matière d'assurance automobile:

- des pays qui sont membres de l'union européenne;
- des pays qui ont pris des dispositions, approuvées par la commission européenne, qui répondent aux exigences de cette dernière en matière d'assurance automobile

Este certificado es prueba de la existencia de un seguro de automóviles que ofrece la cobertura obligatoria en:

- todo país miembro de la Unión Europea;
- cualquier otro país que haya concertado disposiciones equivalentes a las condiciones de seguro establecidas por la Comisión de la Unión Europea y que haya sido aprobado por la misma.

Taxi, Bus & Coach Scheme Statement of Fact

Important information:

The Insurance Act 2015 requires that you make a fair presentation of your risk.

The questions in this statement of fact are designed to guide you so that you know what information we have collected to underwrite your risk. It is not an exhaustive questionnaire and cannot cater for every possible combination of circumstances. Where we have not asked a direct question about a business activity that you undertake, which is relevant to this insurance, then providing you give us sufficient information so that we can make further enquiries of you, then the information you have provided to us will still represent a fair presentation of your risk.

You must tell your insurance broker as soon as possible if any information you have provided that we have detailed below is no longer correct as failure to notify us of changes to your business which means that the information you originally provided no longer represents a fair presentation of the risk may invalidate the cover. You should not wait until the next renewal date.

When you get your schedule and policy please read them carefully. Make sure that they meet your needs. If you have any queries or any information in the policy or the schedule is incorrect please contact the insurance broker that arranged this policy on your behalf.

If you notify your insurance broker of any errors in this statement of fact or any documents that form part of your insurance policy we will reissue the incorrect pages.

Please keep a record of all of the information supplied to your insurance broker for the purpose of entering into this contract including copies of letters and notes of telephone calls.

Business Trading Name:	New Punjab Coaches Limited
Your Business Description:	Coach & Minibus Operator
Business Address:	Willow Tree Love Lane Slough Berkshire SL0 9QZ
Your business was established in:	1999
Cover From Date:	06/11/2023
Your expected annual turnover is:	£900,000
The licence type that you operate	Public Service Vehicle (PSV)

General Questions:

Neither you nor any of your fellow directors or partners have been:

Charged or convicted with a criminal offence other than a motoring offence; No

Declined or refused insurance cover or had cover cancelled or been subject to special terms in respect of any cover that you have asked us to insure under this policy No

Declared bankrupt, subject to bankruptcy proceedings or to any voluntary or mandatory insolvency or winding up proceedings either as individuals or in connection with any other business; No

Been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation. No

If any question is answered "yes" this is the additional information you have provided:

You operate the following number of vehicles:

Car/People Carrier	0
Minibus up to 9 seats	0
Minibus over 9 seats	1
Bus & Coach	5

The Cover You Required Is:

Public Liability Yes

Employers' Liability Yes

Public Liability

You are a full time driver	No
You require a Public Liability Limit of Indemnity of	£10,000,000
The percentage of your work that relates to contracts with any authority where you carry school children or vulnerable adults is:	60%
If you run buses your turnover derived from stage fare work is:	0%
You have an office which members of the public may enter	No
You have a workshop to undertake vehicle repairs	Yes
You service third-party vehicles for a fee	Yes
You require cover that is extended to include your liability for servicing and repairing other peoples' vehicles	No
You have had claims in the past 3 years for injury or death to passengers or other persons or damage to third party property that has not been covered by your motor policy	No

This is the additional information you have provided in connection with claims:

N/A

Employers' Liability

The ERN number you supplied was:	Exempt
Do you require cover only for drivers providing temporary relief cover whilst you are off work through holiday or sickness?	No
You stated clerical wages were:	£30,000
You stated chaperone wages were:	£0
You stated manual wages were:	£0
You stated mechanics wages were:	£130,000
You had any claims in the past 3 years for injury to, or the death of, any employee during the course of their employment with you that has not been covered by your motor policy	No

This is the additional information you have provided in connection with claims:

N/A

Important Notes:

Disclosure & Barring Service (DBS) & Disclosure Scotland (DS)

By accepting our quotation you confirm that:

1. If you run a taxi business all drivers and, where provided by you, chaperones, have been DBS/DS checked. If such drivers or chaperones are involved in the carriage of children and vulnerable adults under a local authority contract, they have passed an extended DBS check or, in Scotland, they are a member of the PVG scheme.
2. If you run a minibus or coach business, that all drivers who may be involved in the carriage of children and vulnerable adults under a local authority contract have been DBS/DS checked.

How we use your personal data

The personal information, provided by you, is collected by or on behalf of Provego Limited, Barbarus Limited, and the insurers listed in your policy and may be used by us, our employees, agents and service providers acting under our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes. Under data protection law, when personal information is being transferred outside the European Economic Area (EEA), we as data controller, are under an obligation to ensure that such transfers are performed in a manner that ensures that your personal information is adequately protected.

We, your insurers, our agents and our selected partners may use your information to keep you informed about products and services that might be of interest to you. If you do not wish to receive marketing information, or you would like to receive a copy of the information we hold about you please write to: The Managing Director, Provego Limited, Lasyard House, Underhill Street, Bridgnorth WV16 4BB.

Employers' Liability Tracing Office (applicable only where you have chosen full Employers' Liability cover)

If you have bought Combined Liability Insurance then you will be deemed to have specifically consented to us providing your insurance Policy data to the Employers' Liability Tracing Office, (the 'ELTO') for addition to an electronic database, (the 'Database') managed by the ELTO. Information we provide to the ELTO includes your policy number, your business names and addresses (including subsidiaries and any relevant changes of name), coverage dates and employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House.

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

Policy

UMR B1724WLS21C198

1 Schedule

1.1	Policy Number:	PVG121653165	
1.2	Insured:	New Punjab Coaches Limited	
1.3	Insured Address:	Willow Tree Love Lane Slough SL0 9QZ	
1.4	Insured Business:	Coach & Minibus Operator	
1.5	Period of Insurance:	From: 06/11/2023	
		To: 05/11/2024	both days inclusive
1.6	Effective date:	06/11/2023	
1.7	Reason for Issue:	Renewal	
1.8	Employers' Liability Section:	Operative	
	Any one event (excluding liability directly or indirectly arising out of Terrorism or asbestos or asbestos containing materials).	Limit of Liability:	£10,000,000
	Any one event arising directly or indirectly arising out of Terrorism or asbestos or asbestos containing materials.		£5,000,000
1.9	Public Liability Section:	Operative	
		Limit of Liability:	£10,000,000
		Damage Excess:	£250
1.1	Products Liability Section:	Operative	
		Limit of Liability:	£10,000,000
		Damage Excess:	£250
1.11	Premium:	£774.64 plus	
		£92.96 Insurance Premium Tax	
	Total	£867.60	
1.12	Notification of a Claims or Circumstance:	claims@provego.co.uk	
1.13	Endorsements:	Standard Endorsements Applicable to the Policy - See Attached Optional Endorsement 1: Not Applicable Optional Endorsement 2: Not Applicable	

Signed:



On behalf of Chaucer Insurance Company DAC

Date: 03/11/2023

Chaucer Insurance Company DAC

Certificate of Employers' Liability Insurance (See Note A)

In accordance with Regulation 5 of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 (the Regulations), one or more copies of this Certificate must be displayed at each place of business at which the Policyholder employs persons covered by the Policy. This requirement will be satisfied if the Certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

UMR B1724WLS21C198
Policy Number: PVG121653165
Name of Policyholder: New Punjab Coaches Limited

Including all subsidiary companies as advised to Chaucer Insurance Company DAC
Except any specifically excluded below

Excluded Subsidiary Companies:

Date of Commencement of Insurance: 06/11/2023

Date of Expiry of Insurance: 05/11/2024

Both days Inclusive

We hereby certify that:

1. The insurance to which this Certificate relates satisfies the requirements of the relevant law applicable to Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey and the Island of Alderney (See Note B), and
2. (a) the minimum amount of cover provided by the Policy is no less than GBP 5,000,000.00 (See Note C)

Signed:



Neil Parkhurst
Underwriter – General Liability
On behalf of Chaucer Insurance Company DAC

Notes

- (A) Where the employer is a company to which Regulation 3(2) of the Regulations applies, the Certificate shall state in a prominent place, either that the Policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (B) Specify applicable law as provided for in Regulation 4(6) of the Regulations.
- (C) See Regulations 3(1) of the Regulations and delete whichever of Paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy. Paragraph 2(b) does not apply and has been deleted.

Chaucer Insurance Company DAC (no. 587682) is registered in Ireland with its registered office at The Greenway, 112-114 St Stephen's Green, Dublin 2, D02TD28, Ireland and is authorised and regulated by the Central Bank of Ireland.
Chaucer Insurance Company DAC UK Branch (no. BR019729) is a branch of Chaucer Insurance Company DAC, and is subject to limited regulation by the Financial Conduct Authority (details about the extent of its regulation by the Financial Conduct Authority are available from us by request)

Insured Name: New Punjab Coaches Limited

Policy Number: PVG121653165

Effective Date: 06/11/2023

Standard Endorsements applicable to the Provego Bus and Coach Policy

3 Public Liability Section

Clause 3.2.3, Products, is deleted and replaced by the following:

3.2.3 Products

any **Product Supplied**, after it has ceased to be in **Your** or **Your Employees'** custody or control, other than food or drink for consumption on **Your** premises or in **Your** vehicle.

Clause 3.2.4, Damage to Property, is deleted and replaced by the following:

3.2.4 Damage to Property

Damage to Property:

a) belonging to **You**, or

b) in **Your** or **Your Employees'** custody or control, other than personal effects (including vehicles and their contents) of any of **Your** visitors, passengers, directors, partners or **Employees**, or

c) being that part of any **Property** on which **You**, or **Your Employee** or agent, is or has been working, where the **Damage** arises out of such work

Clause 3.2.5, Package Travel, is added to Your Policy:

3.2.5 Package Travel

Bodily Injury or **Damage to Property** assumed under The Package Travel and Linked Travel Arrangements Regulations 2018 or any amending Regulations

Endorsements Continued

The following **Optional Endorsements** apply if they are shown as applicable in Your Schedule

Optional Endorsement 1: Applicable to Part 2, Employers' Liability

Clause 9.11, the definition of **Employee** is deleted and replaced with:

9.11 "**Employee**" means:

- (a) any person under a contract of service or apprenticeship with **You**;
- (b) any labour master or labour only subcontractor, or person supplied or employed by them;
- (c) any self-employed person working for and under **Your** control;
- (d) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by **You**;
- (e) a prospective employee, who is undergoing practical work experience, whilst being assessed by **You** as to their suitability for employment;
- (f) any person engaged under a work experience, government training or similar scheme;
- (g) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work;
- (h) any person who is a voluntary helper while working under **Your** supervision and control

provided that such **Employee** is engaged in connection with the **Business** for a period not exceeding thirty (30) days (which need not be consecutive) in any **Period of Insurance**.

Endorsements Continued

Optional Endorsement 2: Applicable to Part 3, Public Liability

This **Endorsement** applies only where shown as operative in **Your Schedule**.

3.1.10 Vehicle Servicing Indemnity

In the event of accidental:

(a) **Bodily Injury** to any person;

(b) **Damage to Property**;

occurring during the **Period of Insurance** within the **United Kingdom** and arising from:

- i. the sale or supply of lubricants, anti-freeze or water directly into motor vehicles
- ii. repair, servicing, testing, maintenance, alteration, cleaning or inspection of motor vehicles including the sale and supply of parts, components or accessories in conjunction with such work other than goods manufactured by **You**

We will reimburse **You** in respect of **Your** legal liability to pay **Compensation** arising out of such event.

We will not be liable in respect of:

- i. the sale or supply of other parts, components, accessories, lubricants or fuel.
- ii. the examination of motor vehicles in accordance with the Motor Vehicle (Tests) Regulations.
- iii. the sale or supply of motor vehicles including pre-delivery checks of supplied vehicles as required by manufacturers or for the fitting of additional accessories.
- iv. liability which arises solely by virtue of any express guarantee, warranty, condition or indemnity given or accepted by **You**.
- v. the cost of replacing, reinstating, or repairing any **Product Supplied**.

Clause 3.2.4, Damage to Property, is deleted and replaced by the following:

3.2.4 Damage to Property

Damage to Property:

a) belonging to **You**, or

b) in **Your** or **Your Employees'** custody or control, other than personal effects (including vehicles and their contents) of any of **Your** visitors, customers, passengers, directors, partners or **Employees**, or

c) being that part of any **Property** on which **You**, or **Your Employee** or agent, is or has been working, where the **Damage** arises out of such work



Combined Liability

Policy

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Policy

1 Introduction

This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated as operative in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this policy, certain words or phrases are specially defined.

In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this policy, against the events set out in What Is Covered and occurring in connection with **Your Business** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

1.2 Third Party Rights

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

1.3 Law and Jurisdiction

The parties are free to choose the law applicable to this policy. Unless specifically agreed to the contrary this policy shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this policy and all communications relating to it will be in English.

1.4 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy.

1.5 Contacting Us and Your Rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s), please contact **Us**, or the agent or broker that arranged **Your** insurance who will provide **You** with **Our** contact details.

1.6 Chaucer Insurance Company Data Protection Notice

Who We are

We are Chaucer Insurance Company DAC **Your** Insurer as named in **Your Schedule**. **Our** registered office is 38 & 39 Baggot Street Lower, Dublin DO2 T938, Ireland.

We provide insurance services to businesses and individuals. The services are provided indirectly through managing general agents, brokers and intermediaries.

We use the words Personal Data to describe information about **You**, and from which **You** are identifiable.

For the purpose of the General Data Protection Regulation (the GDPR), **We** are a data controller.

Please note that any information provided to **Us** will be processed by **Us**, **Our** underwriters and **Our** agents in compliance with the provisions of Data Protection legislation for the purposes of providing insurance and handling claims, if any, which may necessitate providing information to third parties.

We respect **Your** rights in respect of the data **We** hold on **You**. **We** will act without unnecessary delay in dealing with **Your** data access requests. In respect of the personal data **We** hold on **You**, **You** have the right to access, erasure, rectification, restriction, portability and objection.

What Personal Information do We collect from You?

You may give **Us** Personal Data by corresponding with **Us** or through **Our** managing general agents, claims handling service providers, other intermediaries, brokers or agents, by phone, e-mail or otherwise. **We** ask **You** to disclose only as much information as is necessary to provide **Our** products or services or to submit a question/suggestion/comment in relation to **Our** website.

What information about You do We obtain from others?

We obtain the information **You** provide through **Our** managing general agents, claims handling service providers, brokers and/or intermediaries.

1.7 Chaucer Insurance Full Privacy Notice

Our full privacy notice explains in more detail the types of information **We** hold, how it is used, who **We** share it with and how long it is kept. It also informs **You** in more detail of the rights **You** have regarding **Your** Personal data. **You** can get this detail by viewing **Our** notice online at: www.chaucergroup.com/privacy-cookie-policy/ or if **You** are unable to access this website, details can be obtained by contacting The Data Protection Officer, Chaucer Insurance Company DAC, 38 & 39 Baggot Street Lower, Dublin DO2 T938, Ireland.

1.8 Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **Us** within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) **Your** non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

1.9 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, decline to pay any **Loss** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;

- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.10 Changes We Need to Know About

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.11 Fraud

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

1.12 Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.13 Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Your** broker through whom this policy was arranged.

If **You** wish to make a complaint in respect of your policy, **You** can do so at any time by referring the matter to:

The Managing Director
Provego Limited
Lasyard House
Underhill Street
Bridgnorth
WV16 4BB

Email: info@Provego.co.uk
Tel: 01746 250027

If **You** wish to make a complaint in respect of a claim, **You** can do so at any time by referring the matter to:

Broadspire
2nd Floor
Ashton House
499 Silbury Boulevard
Milton Keynes
MK9 2AH

Email: chaucer@broadspiretpa.co.uk
Tel: 01908 300454

If **You** are a resident of the United Kingdom or a United Kingdom policyholder and remain dissatisfied after **We** have considered **Your** complaint, or **You** have not received a decision by the time **We** have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

Alternatively, if **You** are a resident of the Republic of Ireland or a Republic of Ireland policyholder and remain dissatisfied after **We** have considered **Your** complaint, or **You** have not received a decision by the time **We** have taken eight (8) weeks overall to consider **Your** complaint, you can raise the matter with the Financial Services and Pensions Ombudsman (FSPO), an independent body that adjudicates on complaints, at the following address:

Financial Services and Pensions Ombudsman

Lincoln House
Lincoln Place
Dublin D02 VH29
Ireland

Telephone: +353 1 567 7000
Email: info@fspo.ie
Website: www.fspo.ie

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR schemes for Chaucer Insurance Company DAC are the Financial Ombudsman Service and the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>



1.14 Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this policy. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

1.15 Regulatory Information

Chaucer Insurance Company DAC is authorised and regulated by the Central Bank of Ireland and registered in the Republic of Ireland. Registered office: 38 & 39 Baggot Street Lower, Dublin D02 T938, Ireland (number 587682).

Chaucer Insurance Company Designated Activity Company UK Branch (No. BR019729) is a branch of Chaucer Insurance Company Designated Activity Company, authorised by the Central Bank of Ireland, and subject to limited regulation by the Financial Conduct Authority.

1.16 Fair Processing Notice

This Privacy Notice describes how Chaucer Insurance Company DAC (for the purpose of this notice “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice “you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: ComplianceEnquiries@chaucergroup.com We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://chaucergroup.com/privacy> & cookie policy.

Policy

2 Employers' Liability Section

2.1 What is Covered

In the event of **Bodily Injury** sustained by any **Employee**, which arises out of and in the course of their employment by **You** within the **Business**, and occurring during the **Period of Insurance**:

- (a) within the **United Kingdom**; or
- (b) elsewhere in the world in respect of temporary non-manual visits by any **Employee** normally resident in the **United Kingdom**

We will reimburse **You** in respect of **Compensation** arising out of such event.

2.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

2.2.1 Road Traffic Act

Bodily Injury to an **Employee** in circumstances where compulsory insurance, or security, is required by **Road Traffic Act** legislation.

2.2.2 Offshore

Bodily Injury to an **Employee** from the time of embarkation by that **Employee**, onto a conveyance at the point of final departure to an offshore rig or offshore platform, until disembarkation by that **Employee** from a conveyance onto land, upon return from an offshore rig or offshore platform.

2.2.3 Workman's Compensation, Social Security or Health Insurance Legislation

any amount payable under workman's compensation, social security, or health insurance legislation.

2.3 Conditions

2.3.1 Limit of Liability

Our liability for **Compensation** shall not exceed the Limit of Indemnity, provided that:

- (a) the **Limit of Liability** shall not exceed GBP 5,000,000 (not as otherwise shown in the **Schedule**) in the event of an **Act of Terrorism**.
- (b) the **Limit of Liability** shall not exceed GBP 5,000,000 (not as otherwise shown in the **Schedule**) in respect of any event arising or resulting from, or in any way involving asbestos, or any materials containing asbestos, in whatever form or quantity.
- (c) unless otherwise stated in this policy or any following **Endorsement**, any costs and expenses in respect of which a reimbursement is provided by Clause 5.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

2.3.2 **Employers' Liability Compulsory Insurance**

The cover granted by this Section is in accordance with the provisions of any law, enacted in the **United Kingdom**, relating to compulsory insurance of liability to **Employees**. If however, **We** pay any sum which would not have been paid but for the provisions of such law, **You** shall repay such sum to **Us**.

2.3.3 **Unsatisfied Court Judgements**

In the event that:

- (a) a judgment for damages is obtained against any company or individual, operating from premises within the **United Kingdom**, by any **Employee** in respect of **Bodily Injury** caused during any **Period of Insurance**, arising out of and in the course of their employment by **You** in the **Business**, and
- (b) it remains unsatisfied, in whole or in part, six (6) months after the date of such judgment **We** will reimburse the **Employee** or their personal representative, up to the **Limit of Liability**, for the amount of damages and awarded costs which remain unsatisfied, as long as:
 - (i) there is no appeal outstanding;
 - (ii) any payment made by **Us** shall only be in respect of **Bodily Injury** which would otherwise be within the scope of cover of this Section;
 - (iii) any payment made by **Us** shall only be in respect of liability for which **You** would have been entitled to reimbursement under this Section, if the judgment had been made against **You**; and
 - (iv) **We** shall be entitled to take over and prosecute, for **Our** own benefit, any claim against any other party and **You**, the **Employee**, or their personal representatives shall give all information and assistance required.

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Policy

3 Public Liability Section

3.1 What Is Covered

3.1.1 Insuring Clause

In the event of accidental:

- (a) **Bodily Injury** to any person;
- (b) **Damage to Property**;
- (c) obstruction, trespass, nuisance, or interference with any right of way, air, light or water, or other easement; or
- (d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution;

occurring during the **Period of Insurance**:

- (i) within the **United Kingdom**;
- (ii) elsewhere in the world (other than the United States of America or Canada) arising out of business visits by directors or non-manual **Employees** normally resident in the **United Kingdom**
- (iii) and arising from and in the course of the **Business**,

We will reimburse **You** in respect of **Compensation** arising out of such event

3.1.2 Motor Vehicles

Exclusion 3.2.2(c) shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at **Your** premises, or on any site at which **You** are working;
- (b) the loading or unloading of any vehicle, or the bringing to or taking away of a load from any vehicle
- (c) **Damage** to any building, bridge, weighbridge, road, or to anything beneath caused by vibration, or by the weight of any vehicle or its load.

Provided that **We** shall not provide reimbursement against liability:

- (iv) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
- (v) for which reimbursement is provided by any other insurance

3.1.3 Motor Contingent Liability

Exclusion 3.2.2(c) shall not apply and **We** will, within the terms of this Section, reimburse **You**, and no other for the purpose of this Clause 3.1.3 only, in respect of liability for **Bodily Injury**, or **Damage to Property**, caused by or arising from any motor vehicle or trailer attached thereto (not belonging to or provided by **You**) whilst being used in the course of the **Business**.

Provided that **We** shall not provide reimbursement against liability in respect of **Damage**:

- (a) to any such vehicle, or trailer, or **Property** conveyed in or on such vehicle or trailer;
- (b) for which reimbursement is provided by any other insurance and/or;
- (c) caused or arising whilst such vehicle or trailer is:
 - (i) engaged in racing, pace-making, reliability trials, or speed testing, or
 - (ii) being driven by **You**, or
 - (iii) being driven with **Your** or **Your** representative's general consent, by any person who, to **Your** or **Your** representative's knowledge, does not hold a licence to drive such vehicle, unless such person has held and is not disqualified from holding or obtaining such a licence, or
 - (iv) being used elsewhere than in the **United Kingdom**.

3.1.4 **Movement of Obstructing Vehicles**

Exclusion 3.2.2(c) shall not apply to liability caused by or arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You**, or by any **Employee** with **Your** permission, whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

Provided that:

- (a) movements are limited to vehicles parked on or obstructing **Your** premises, or any site at which **You** are working;
- (b) the vehicle causing obstruction will not be driven by any person, unless such person is competent to drive the vehicle;
- (c) the vehicle causing obstruction is driven by use of the owner's ignition key;
- (d) **We** shall not provide reimbursement against liability:
 - (i) in respect of **Damage** to such vehicle;
 - (ii) in respect of which compulsory insurance or security is required under any legislation governing the use of a vehicle.

3.1.5 **Defective Premises Act**

The cover provided by this Section shall extend to reimburse **You** in respect of liability arising from Section 3 of the Defective Premises Act 1972, or Section 5 of the Defective Premises (Northern Ireland) Order 1975, in connection with any premises previously owned or occupied by **You** for purposes pertaining to the **Business** and which have since been disposed of by **You**.

Provided that **We** shall not provide reimbursement against liability:

- (a) for which cover is provided by any other insurance;
- (b) for the costs of remedying any defect or alleged defect in such premises.

3.1.6 **Leased or Rented Premises**

Exclusion 3.2.4(b) shall not apply and **We** will reimburse **You** in respect of liability for **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

Provided that **We** shall not provide reimbursement against:

- (a) **Contractual Liability**;
- (b) the first GBP 500 of each and every occurrence of **Damage** to **Property** caused other than by fire or explosion.

3.1.7 **Buildings Temporarily Occupied**

Exclusion 3.2.4(b) shall not apply to liability for **Damage** to buildings (including contents therein), which are not owned leased or rented by **You**, but are temporarily occupied by **You** for the purpose of maintenance, alteration, extension, installation or repair

3.1.8 **Overseas Personal Liability**

We will, within the terms of this Section, reimburse:

- (a) **You**;
- (b) at **Your** request:
 - (i) **Your** director, partner, or **Employee**, or
 - (ii) any spouse or child of the persons stated in Clause (a) and (b) above, who are accompanying such persons in respect of liability incurred by such persons in a personal capacity,

in connection with an event occurring in a country outside of the **United Kingdom**, whilst on a temporary visit to such country in connection with the **Business**.

Provided that:

- (i) any person entitled to reimbursement under this Clause 3.1.8 shall, as though they were **You**, be subject to the terms and conditions of this policy insofar as they can apply;
- (ii) nothing in this Clause 3.1.8 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability**, regardless of the number of person(s) claiming to be covered;
- (iii) **We** shall not provide reimbursement against:
 - (1) any **Contractual Liability**, or
 - (2) liability for which cover is provided by any other insurance, or
 - (3) liability in respect of **Damage** to **Property** belonging to, or in the custody or under the control of any person entitled to reimbursement under this Clause 3.1.8, or
 - (4) liability in respect of **Bodily Injury** to any person entitled to reimbursement under this Clause 3.1.8 or
 - (5) the ownership or occupation of land or buildings, or
 - (6) the carrying on of any business, profession, trade or employment, or

- (7) the ownership, possession, or use of animals, other than horses or domestic dogs or cats.

3.1.9 Data Protection Act

The cover provided by this Clause 3.1.9 shall extend to apply in respect of **Compensation** for damages arising out of any claim under Section 168 of the Data Protection Act 2018 or its equivalent or successor legislation in the **United Kingdom**, not otherwise insured under this policy.

Cover in respect of such claims shall be available only under the terms and conditions of this extension and nowhere else in this policy.

Provided that:

- (a) **Our** liability under this Clause 3.1.9 for **Compensation**, costs and expenses, shall not exceed the amount stated as the **Limit of Liability** in the **Schedule**;
- (b) **You** have paid the correct amount of data protection fee where required by the Data Protection (Charges and Information) Regulations 2018 or its equivalent;
- (c) **We** shall not provide reimbursement against:
 - (i) liability caused by or arising from a deliberate act or omission of any person entitled to reimbursement under this Clause 3.1.9, if the result of such act or omission could have been expected, the person covered having regard to the nature and circumstances of such act or omission;
 - (ii) the costs of replacing, reinstating, rectifying, or erasing any Personal Data as defined by the Data Protection Act 2018;
 - (iii) against liability caused by or arising from any incident or circumstances, known to **You** at inception of this policy, which may give rise to a claim;
 - (iv) against liability caused by or arising from the recording, processing, or provision of data for reward, or for the determining of the financial status of a person;
 - (v) for fines or penalties caused by or arising from the breach of privacy rules and legislation, including the Data Protection Act 2018, whether **Your** liability arises directly or indirectly
 - (vi) against liability in respect of **Bodily Injury** or **Damage to Property**.

3.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

3.2.1 Injury to Employees

Bodily Injury to any **Employee**, arising out of and in the course of employment by **You** in the **Business**.

3.2.2 Liability involving Transport Owned by You

the ownership, possession or operation by **You**, or on **Your** behalf, of any:

- (a) airlines, aircraft, aerodromes, airports, or aviation risks, spacecraft, launch sites or other space risks; or

- (b) hovercraft or watercraft, other than hand propelled watercraft or other watercraft not exceeding 8 (eight) metres in length; or
- (c) mechanically propelled vehicles:
 - (i) for which compulsory insurance, or security, is required under any legislation governing the use of the vehicle, or
 - (ii) where cover is provided by any other insurance

3.2.3 **Products**

any **Product Supplied**, after it has ceased to be in **Your** or **Your Employees'** custody or control, other than food or drink for consumption on **Your** premises

3.2.4 **Damage to Property**

Damage to Property:

- (a) belonging to **You**, or
- (b) in **Your** or **Your Employees'** custody or control, other than personal effects (including vehicles and their contents) of any of **Your** visitors, directors, partners or **Employees**, or
- (c) being that part of any **Property** on which **You**, or **Your Employee** or agent, is or has been working, where the **Damage** arises out of such work

3.3 **Conditions**

3.3.1 **Limit of Liability**

Our liability for **Compensation** shall not exceed the **Limit of Liability** as shown in the **Schedule**.

Unless otherwise stated in this policy or any following **Endorsement**, any costs and expenses in respect of which reimbursement is provided by Clause 5.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

3.3.2 **Excess**

We shall not provide reimbursement against liability for the **Excess** stated in the **Schedule**, other than in respect of **Damage** to premises (including their fixtures and fittings) leased or rented to **You**.

Policy

4 Products Liability Section

4.1 What Is Covered

4.1.1 Insuring Clause

In the event of accidental:

- (a) **Bodily Injury** to any person; and/or
- (b) **Damage to Property**;

occurring during the **Period of Insurance** anywhere in the world and caused by any **Product Supplied**, **We** will reimburse **You** in respect of **Compensation** arising out of such event.

4.1.2 Consumer Protection Act

We will reimburse **You** and, at **Your** request, any of **Your** directors, partners or **Employees**, in respect of legal costs and expenses, incurred with **Our** written consent, in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection with such proceedings.

Provided that:

- (a) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;
- (b) **We** shall not provide reimbursement in respect of:
 - (i) fines or penalties of any kind; or
 - (ii) any circumstances for which cover is provided by any other insurance; or
 - (iii) proceedings arising from a deliberate act or omission of any person entitled to cover under this Clause 4.1.2, if the result of such act or omission could have been expected, having regard to the nature and circumstances of such act or omission; or
 - (iv) proceedings arising out of any activity or risk excluded from this policy.
- (c) the director, partner or **Employee** shall, as though they were **You**, be subject to the terms conditions exclusions and limitations of this policy.

4.2 What Is Not Covered

This policy does not apply to or include cover for or arising out of or relating to:

4.2.1 Damage to Products Supplied

Damage to, or the costs or expenses of recalling, repairing, replacing, altering, removing, rectifying, reinstating, or making any refund in respect of any **Product Supplied** caused by or arising from:

- (a) a defect in, or the harmful nature or the unsuitability of such **Product Supplied**, or
- (b) an error or fault in connection with the supply or presentation of such **Product Supplied**.

4.2.2 Your Custody or Control

any **Product Supplied** whilst in **Your** or **Your Employees'** custody or control.

4.2.3 Aviation Products

any **Product Supplied**, which to **Your** knowledge, is for:

- (a) use in or on any aircraft, or aero spatial device; or
- (b) aviation or aero spatial purposes; or
- (c) use in the safety or navigation of any sort.

4.2.4 Jurisdiction

any action brought against **You**, in any country outside of the United Kingdom, where **You** have a branch, or a parent or subsidiary company, or is represented by a person or company holding **Your** power of attorney.

4.2.5 United States or America or Canada

any **Product Supplied** which, to **Your** knowledge, is for use in or supply to the United States of America or Canada.

4.3 Conditions

4.3.1 Limit of Liability

Our liability for **Compensation** shall not exceed the **Limit of Liability** as shown in the **Schedule**.

Unless otherwise stated in this policy or any following **Endorsement**, any costs and expenses in respect of which reimbursement is provided by Clause 5.1 – Defence Costs and Expenses, will be inclusive and not in addition to the **Limit of Liability**.

4.3.2 Excess

We shall not provide reimbursement against liability for the **Excess** stated in the **Schedule**.

Policy

5 Extensions of Cover

All the individual policy Sections are subject to the following extensions except where stated below.

5.1 Defence Costs and Expenses

We will provide reimbursement in respect of all:

- (a) costs incurred, with **Our** written consent, in respect of legal representation at any:
 - (i) coroner's inquest, or other inquiry in respect of any death;
 - (ii) proceedings in any court, in respect of any act or omission causing, or relating to, any occurrence;
- (b) other costs and expenses, incurred with **Our** written consent, in relation to any matter which may be the subject of reimbursement under any Section of this policy.

5.2 Legal Expenses Arising from Health and Safety Legislation

In the event of:

- (a) any act or omission, or alleged act or omission, leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work Act 1974, Corporate Manslaughter and Corporate Homicide Act 2007, or similar legislation in the **United Kingdom** and/or;
- (b) an incident which results in an inquiry ordered under the Health and Safety inquiries (Procedure Regulations 1975)

We will provide reimbursement, up to an amount not exceeding GBP 5,000,000, against legal fees and expenses incurred in representing **You** in such proceedings, including an appeal against the result of such proceedings, as long as the proceedings relate to an act, omission, incident, or alleged act, omission or incident, which has been committed during the **Period of Insurance**, within the **United Kingdom** and in the course of the **Business**.

5.3 Costs of Court Attendance

In the event of any of the persons mentioned below attending court as a witness at **Our** request, in connection with a claim in respect of which **You** are entitled to reimbursement under this policy, **We** will reimburse **You**, at the following rates per day, for each day on which attendance is required:

- (a) any of **Your** directors or partners – GBP 250;
- (b) any **Employee** – GBP 100.

5.4 Cover for Other Persons

We will also reimburse, as if a separate policy had been issued to each:

- (a) of **Your** legal personal representatives, or of any other person entitled to reimbursement under this policy, but only in respect of liability incurred by **You** or by such other person;
- (b) under the Employers' Liability and Public Liability Sections any person, employer, firm, company, ministry or authority for whom **You** are carrying out a contract or agreement for the performance of work, but only to the extent required by the contract or agreement for work;

- (c) any owner of plant hired to **You**, but only to the extent required by the conditions of the contract or agreement of hire;
- (d) at **Your** request:
 - (i) any officer or member of **Your** catering, social, sports, educational, medical, dental and welfare organisations, and fire, security, first aid and ambulance services, in their respective capacity as such, but not any medical or dental practitioner in respect of medical or dental services provided;
 - (ii) any of **Your** directors, partners or **Employees**, while acting in reimbursement under this policy if the claim for which reimbursement is being sought had been made against **You**.

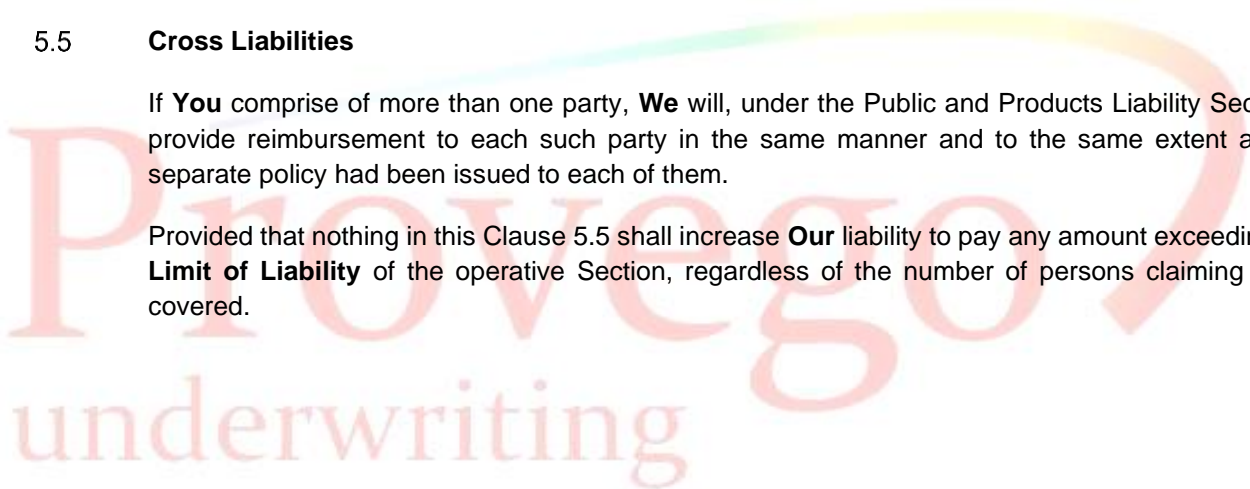
Provided that:

- (1) any persons specified above shall, as though they were **You**, be subject to the terms, conditions, exclusions and limitations of this policy;
- (2) nothing in this Clause 5.4 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative Section, regardless of the number of persons claiming to be covered.

5.5 **Cross Liabilities**

If **You** comprise of more than one party, **We** will, under the Public and Products Liability Sections, provide reimbursement to each such party in the same manner and to the same extent as if a separate policy had been issued to each of them.

Provided that nothing in this Clause 5.5 shall increase **Our** liability to pay any amount exceeding the **Limit of Liability** of the operative Section, regardless of the number of persons claiming to be covered.



Policy

6 What Is Not Covered

All the individual policy Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

6.1 Radioactive Contamination

- (a) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof.

6.2 War and Similar Risks

- (a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power, or confiscation, nationalisation, requisition, or **Damage to Property** by, or under the order of any government or public authority;
- (b) **Act of Terrorism;**

or any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

Exclusion 6.2(b) shall not apply to the Employers' Liability Section.

6.3 Contractual Liability

- (a) under the Public Liability Section against **Contractual Liability** unless the sole conduct and control of claims is vested in **Us**, but **We** shall not in any event provide reimbursement in respect of liquidated damages or liability under any penalty clause;
- (b) under the Products Liability Section against **Contractual Liability**, other than liability arising out of a condition or warranty of goods implied or imposed by statute.

This exclusion shall not apply to the Employers' Liability Section.

6.4 Pollution

- (a) **Pollution;**
- (b) for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances

unless arising from **Pollution** which is caused by a sudden, identifiable, unintended and unexpected incident, which takes place in its entirety at a specific time and place during the **Period of Insurance** and provided that:

- (i) all **Pollution** which arises out of such incident shall be treated as having occurred at the time such incident takes place;
- (ii) **Our** liability, for all **Compensation** under the Public Liability and Products Liability Sections, payable in respect of all **Pollution** which is treated as having occurred during any one **Period of Insurance**, shall not exceed, in the aggregate, the **Limit of Liability** for the Public Liability Section (or the Products Liability Section if the Public Liability Section is not operative).

This exclusion shall not apply to the Employers' Liability Section

6.5 **Advice for a Fee**

advice, design or specification provided, or professional services rendered, by **You** or on **Your** behalf for a fee.

This exclusion shall not apply to the Employers' Liability Section.

6.6 **Asbestos**

asbestos, or any materials containing asbestos, in whatever form or quantity.

This exclusion shall not apply to the Employers' Liability Section

6.7 **Cyber and Data Liability**

Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (a) **Cyber Act or Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act or Cyber Incident**; or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**; regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. This endorsement supersedes any other wording in the policy or any endorsement thereto having a bearing on a **Cyber Act, Cyber Incident or Data**, and, if in conflict with such wording, replaces it.

If **We** allege that by reason of this endorsement that loss sustained by the Insured is not covered by this policy, the burden of proving the contrary shall be upon the Insured

This exclusion shall not apply to the Employers' Liability Section

6.8 **Jurisdiction**

any claim brought against **You** within the jurisdiction of the United States of America or Canada, or in any country or territory which operates under the laws of the United States of America or Canada, or in respect of any order made anywhere in the World to enforce a judgment, award or settlement in respect of any such claim.

6.9 **Communicable Disease Exclusion**

Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage

This exclusion shall not apply to the Employers' Liability Section.



Policy

7 Claim Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

7.1 Important Conditions

This Section of the policy explains **Your** responsibilities when making a claim under the policy. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as invalid.

7.2 Practical Care

You shall take all practical care:

- (a) to prevent any event which may give rise to a claim under this policy;
- (b) to maintain the premises, plant and everything used in the **Business** in proper repair;
- (c) in the selection and supervision of **Employees**;
- (d) to comply with all statutory and other obligations, and regulations imposed by any authority;
- (e) to make good, or remedy, any defect or danger which becomes apparent and take such additional precautions that may be required.

7.3 Notice

You, or **Your** personal representatives, shall give notice to **Us**, as soon as practicably possible, after any event which may give rise to liability under this policy, with full particulars of such event. Every claim, notice, letter or writ or process, or other document served on **You**, shall be forwarded to **Us** as soon as practicably possible. Notice shall also be given to **Us** as soon as practicably possible, by **You**, of any impending prosecution, inquest or fatal inquiry in connection with any such event

If **You** want to make a claim under this policy, **You** should provide notice to **Us** using the details stated in the **Schedule** under Notification of a Claim or Circumstance.

7.4 Conduct of Claims

No admission, offer, promise, payment or reimbursement shall be made or given by **You** or on **Your** behalf, without **Our** written consent.

We shall be entitled, if **We** so desire, to take over and conduct, in **Your** name, the defence or the settlement of any claim and to prosecute, in **Your** name, for **Our** own benefit any claim for reimbursement, or damages, or otherwise against all other parties or persons.

We shall have full discretion in the conduct of any proceedings and in the settlement of any claim against **You**, and **You** shall give all such information and assistance as **We** may require.

Policy

8 General Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

8.1 Premium Adjustment

Where the premium is provisionally based on **Your** estimates, **You** shall keep accurate records and, within ninety (90) days of the expiry of the **Period of Insurance**, declare such particulars as **We** may require. The premium shall then be adjusted by **Us** at the rate agreed and any difference paid by or allowed to **You** as the case may be. Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this policy. Failure to declare such particulars to **Us** shall entitle **Us** to estimate, if they so wish, such particulars and to assess further premium payment due calculated on such estimated particulars.

8.2 Contribution

If, at the time of any event to which this policy applies, **You** are entitled to cover under any other insurance(s) except in respect of any amount for which **You** would otherwise be entitled to reimbursement under this policy beyond the amount for which **You** are entitled to cover under such other insurance, **We** will not be liable under this policy.

8.3 Discharge of Liability

We may at any time at **Our** sole discretion:

- (a) under the Employers' Liability Section, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation** and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims;
- (b) under the Public Liability and Products Liability Sections, pay to **You** the **Limit of Liability** (less any sum or sums already paid in respect of **Compensation**) or any lesser sum for which the claim, or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims, except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

In the event that a settlement is made with any party in excess of the **Limit of Liability**, **Our** liability, under the Public Liability and Products Liability Sections, for costs and expenses under Clause 5.1 – Defence Costs and Expenses, shall be in the same proportion that the **Limit of Liability** bears to the sum which would be payable by **Us** but for the **Limit of Liability**.

8.4 Excess

If any payment made by **Us** includes any amount for which **You** or any other person entitled to reimbursement are responsible, such amount shall be repaid to **Us** as soon as practicably possible.

8.5 Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

Policy

9 Definitions

All the individual policy Sections are subject to the following definitions except where stated below.

- 9.1 "**Act of Terrorism**" means the actual or threatened:
- (c) use of force or violence against persons or **Property**, or
 - (d) commission of an act dangerous to human life or **Property**, or
 - (e) commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government power, authority or military force, when any of the following applies:
 - (i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy, or
 - (ii) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments, or
 - (iii) the apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture
- 9.2 "**Bodily Injury**" means:
- (f) death, illness or disease, or
 - (g) physical or mental injury, mental anguish or shock.
- 9.3 "**Business**" means **Your Business** as described in the **Schedule** and shall include:
- (h) the provision and management of catering, social, sports, educational, medical, dental and welfare organisations for the benefit of **Your Employees** and fire, security, first aid and ambulance services;
 - (i) repair or maintenance of vehicles or plant, owned or used by **You**;
 - (j) the ownership, repair, maintenance and decoration of **Your** premises;
 - (k) participation in exhibitions held in the United Kingdom and/or member countries of the European Union in connection with the **Business** specified in the **Schedule**;
 - (l) private work carried out by any of **Your Employees** (with **Your** consent) for any of **Your** directors, partners or senior officials.
- 9.4 "**Compensation**" means all sums which **You** shall be legally liable to pay as compensation and claimants costs and expenses, other than fines or penalties, punitive, exemplary or aggravated damages, or any additional damages resulting from the multiplication of compensatory damages.
- 9.5 "**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, owned or operated by the Insured or any other party.

- 9.6 "**Contractual Liability**" means liability which attaches by virtue of a contract or agreement, but only to the extent to which it would not have attached in the absence of such contract or agreement.
- 9.7 "**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**.
- 9.8 "**Cyber Incident**" means: 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 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**
- 9.9 "**Damage**" means loss of, damage to or destruction.
- 9.10 "**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**.
- 9.11 "**Employee**" means:
- (m) any person under a contract of service or apprenticeship with **You**;
 - (n) any labour master or labour only subcontractor, or person supplied or employed by them;
 - (o) any self-employed person working for and under **Your** control;
 - (p) any person under a contract of service or apprenticeship with another employer who is hired to or borrowed by **You**;
 - (q) a prospective employee, who is undergoing practical work experience, whilst being assessed by **You** as to their suitability for employment;
 - (r) any person engaged under a work experience, government training or similar scheme;
 - (s) any person who is an outworker or home worker, employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work;
 - (t) any person who is a voluntary helper while working under **Your** supervision and control
- and in connection with the **Business**.
- 9.12 "**Endorsement**" means a change in the terms and conditions of this policy that can extend or restrict cover.
- 9.13 "**Excess**" means the total amount payable by **You**, or any other person entitled to reimbursement, in respect of any **Damage to Property** arising out of any one event, or all events of a series or attributable to one source or original cause, before **We** shall be liable to make any payment.
- 9.14 "**Limit of Liability**" means the limit as specified in the **Schedule** and is the maximum amount payable by **Us**.

With regard to the Employers' Liability and Public Liability Sections, the **Limit of Liability** shall apply to the total sum of all claims arising out of one originating cause, irrespective of the number of claims or claimants.

With regard to the Products Liability Section, the **Limit of Liability** shall apply as an aggregate limit in respect of the total sum of all claims, regardless of the number of events occurring during the **Period of Insurance**.

- 9.15 "**Period of Insurance**" means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Us**.
- 9.16 "**Pollution**" means:
- (u) the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic or hazardous chemicals, liquids or gases, or waste materials, or other irritants, contaminants or pollutants, into or upon buildings, structures, land, water or the atmosphere; and
 - (v) all loss, **Damage to Property**, or **Bodily Injury**, caused by or arising from such pollution or contamination as described in Clause (a) above.
- 9.17 "**Product Supplied**" means any product or item (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported, or delivered by, or through **You**, in the course of the **Business** in or from the **United Kingdom**.
- 9.18 "**Property**" means material or physical property.
- 9.19 "**Schedule**" means the document entitled Schedule that relates to and forms part of this policy.
- 9.20 "**United Kingdom**" means England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
- 9.21 "**We / Us / Our**" means Chaucer Insurance Company DAC.
- 9.22 "**You / Your / Insured**" means the person or persons or corporate body or bodies named as the **Insured** in the **Schedule**.

