Liability Policy

Policyholder : GOLDSTAR HEATHROW LIMITED
Risks covered : Employers' Liability Primary, Public & Products Primary
Issuance Date : 21 May 2026

Casualty

Chubb European Group SE
40 Leadenhall Street
London, EC3A 2BJ

T: 020 7173 7000
www.chubb.com/uk

Liability Policy

New Policy Schedule for Policy Number : UKCASD51269

Risk Details		
Insured:	GOLDSTAR HEATHROW LIMITED	
Address:	COLNDALE ROAD COLNBROOK, -, SLOUGH, UNITED KINGDOM, SL3 0HQ	
Broker Name:	C&C INSURANCE BROKERS LIM	
Period of Insurance:	**From:**	01 May 2026 at 00:00 L.S.T.
	To:	30 April 2027 at 23:59 L.S.T.
		both days inclusive
		L.S.T. (Local Standard Time) means the time applicable on the relevant date at the Address of the Insured as shown above
Renewal Date:	01 May 2027 at 00:00 L.S.T.	
Retroactive Date(s):	Extension 4 Personal Data Liability 01 May 2024 at 00:00 L.S.T.	
Premium and Limit Currency:	GBP	
Business:	Haulage Contractor Warehouse keeper and Freight Forwarder, Air Freight Transport, Logistics Provider, National Distribution and Handling	
Policy Form Reference:	CasPrim_24	

CHUBB

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Limit of Liability		
	100% Limit of Liability	Premium
Employers' Liability Primary	15,000,000	77,826.00
Public and Products Primary	10,000,000	22,174.00
Insurance Premium (excluding Taxes):		100,000.00
Taxes:		12,000.00
Total premium (including Taxes):		112,000.00

Endorsements

LAMa - ASBESTOS EXCLUSION

Section 1 of this Policy does not apply to any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit

Provided that this Exclusion shall only apply in respect of payments of amounts in excess of GBP5,000,000 for any one claim or series of claims arising out of any one occurrence.

LGQb - EXCLUDED TERRITORIES

The Company does not provide and this Policy does not afford any benefits or cover in respect of any liability, damage, loss, cost, expense (or any item/matter insured, including under any insuring agreement, extension or endorsement):

1) originating from an Excluded Territory;
2) arising from any event or incident occurring in an Excluded Territory;
3) arising from any claim or investigation initiated or maintained in an Excluded Territory; and/or
4) arising from the actions of any government or governmental body or agency or government owned or controlled business of an Excluded Territory.

For the purposes of this Exclusion, Excluded Territory shall mean Belarus, Cuba, Iran, North Korea, North Sudan, Russia, Syria, Ukraine (including Crimea and the Luhansk and Donetsk regions) or Venezuela, including their territories and possessions and any state or political subdivision thereof.

In the event all or any part of this Exclusion conflicts with any other part of the Policy then this Exclusion shall prevail, subject always to the application of any sanctions exclusion/clause.

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References in this Exclusion to “event”, “incident”, “claim” and/or “investigation” shall be interpreted in a manner that is consistent with any same or similar defined words used in the Policy.

LCVa - MANUAL WORK AWAY FROM PREMISES EXCLUSION

Section 1 of this Policy does not apply in respect of liability arising from manual work (other than collection or delivery) carried out away from the Insured's premises.

LAFa - MANUAL WORK AWAY FROM THE PREMISES EXCLUSION

Section 2 of this Policy does not apply in respect of liability arising from manual work (other than collection or delivery) carried out away from the Insured's premises.

L78a - THIRD PARTY PROPERTY DAMAGE EXCESS

Section 2 of this Policy does not apply to the first GBP 1,000.00 of each and every claim or any series of claims arising out of one occurrence

Provided that

a) this Endorsement does not apply to liability in respect of Bodily Injury, or under Special Extension 1 – Products Recall Expense or Special Extension 2 – Environmental Liability of this Policy

b) if any payment by the Company shall include an amount for which the Insured is responsible hereunder such amount shall be repaid to the Company immediately.

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In consideration of the Insured paying the Premium to Chubb European Group SE, (hereinafter called "the Company") and having made a Proposal

The Company agrees to indemnify the Insured in the terms of this Policy and subject to the Limits of Liability against all sums which the Insured shall become legally liable to pay as damages

Section 1. Employers' Liability

in respect of Bodily Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of and in the course of employment by the Insured in the Business

Section 2. Public and Products Liability

in respect of accidental

A. Bodily Injury occurring
B. Damage occurring
C. Trespass Nuisance or Obstruction occurring
D. Personal and Advertising Injury offences committed

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

The Company will also pay Costs and Expenses in respect of any occurrence to which this Policy applies.

This Policy together with its Schedule and any attached endorsements is a legal contract which shall constitute the entire contract between the parties, and should be examined and if incorrect returned immediately for alteration.

Definitions

1. **Advertisement** means a notice which is broadcast or published to the general public or specific market segments about the Insured's Products or services for the purpose of attracting customers or supporters.

2. **Bodily Injury** means bodily injury to any person and includes
   - 2.1 death illness and disease
   - 2.2 mental injury anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury death illness or disease.

3. **Business** means the Business described in the Schedule and includes
   - 3.1 in connection with such Business
     - a) the sale or supply of food and/or drink to Employees or others
     - b) the provision of fire first aid security and ambulance services by the Insured and maintenance of the Insured's premises
   - 3.2 the provision by the Insured of sports social and welfare organisations primarily for employees
   - 3.3 private work undertaken by any Employee for any director, partner or employee of the Insured.

4. **Costs and Expenses** means
   - 4.1 costs and expenses recoverable by any claimant from the Insured
   - 4.2 costs and expenses incurred with the written consent of the Company
   - 4.3 the solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or in any court of summary jurisdiction
   - 4.4 compensation to the Insured at the following rates per day for each day on which any of the following persons attend court as a witness at the request of the Company
     - a) any director or partner of the Insured GBP500
     - b) any Employee GBP250

5. **Damage** means physical loss of or physical damage to material property including resultant loss of use of such property.

6. **Employee** means any person under a contract of service or apprenticeship with the Insured. Employee also includes the following while working for the Insured in connection with the Business, in which case they will be considered to be employed by the Insured:
   - 6.1 any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the Insured
   - 6.2 any labour master and any person supplied by them
   - 6.3 any person engaged as a labour-only sub-contractor and any person supplied by them
   - 6.4 any self-employed person performing work of a kind ordinarily performed under a contract of service or apprenticeship with the Insured
   - 6.5 any person supplied to the Insured under a contract or agreement the terms of which deem such person to be in the employment of the Insured for the duration of such contract or agreement
   - 6.6 any work experience student or trainee
   - 6.7 any person providing their services on a voluntary basis.

7. **Insured** means the party or parties described as such in the Schedule.

8. **Limit of Liability** means

8.1 under Section 1 of this Policy the maximum amount as stated in the Schedule which the Company shall be liable to pay as damages and Costs and Expenses in respect of any one claim against the Insured or series of claims against the Insured arising out of any one occurrence and for the purpose of such Limit of Liability the Insured shall be deemed to include all parties entitled to indemnity under this Policy regardless of whether such parties are designated as the Insured

8.2 under Section 2 of this Policy the maximum amount as stated in the Schedule which the Company shall be liable to pay as damages as a result of any one occurrence or of any series of occurrences arising directly or indirectly from one source or original cause.

For the purpose of this Definition, occurrence or occurrences also means offence or offences

Provided always that the liability of the Company

a) for all damages payable in respect of all Bodily Injury and Damage occurring during any one Period of Insurance and caused by Products shall not exceed the Limit of Liability for Section 2 stated in the Schedule

b) for all damages payable in respect of all Personal and Advertising Injury offences committed during any one Period of Insurance shall not exceed the Limit of Liability for Section 2 stated in the Schedule.

9. **Period of Insurance** means the period stated in the Schedule or any subsequent period for which the Insured shall have paid and the Company shall have accepted a renewal premium.

10. **Personal and Advertising Injury** means injury other than Bodily Injury occurring as a direct result of any of the following offences

10.1 false arrest, detention or imprisonment or malicious prosecution

10.2 wrongful entry or eviction which interferes with the right of private occupancy

10.3 oral or written publication of material in any Insured’s Advertisement which constitutes slander or libel or disparages goods, products or services

10.4 misappropriation of advertising ideas in any Insured’s Advertisement

10.5 infringement of copyright, Trade Dress or slogan in any Insured’s Advertisement.

In the event of a series of the same or related Personal and Advertising Injury offences being committed over a period of time

a) all offences of such series shall be treated as though they were committed on the date of the first of such offences committed during the Period of Insurance

b) no indemnity shall be provided hereunder in respect of any offences committed prior to the inception date of this Policy

c) no indemnity shall be provided hereunder in respect of any offences committed after the expiry of the Period of Insurance.

11. **Products** means anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the Insured including containers, packaging, labelling or instructions for use and which is not in the possession of the Insured at the time of the occurrence.

12. **Territorial Limits** means anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Elsewhere in the world the indemnity granted by

12.1 Section 1 of this Policy is extended to apply in respect of any Employee whilst temporarily outside the Territorial Limits stated above, provided that such Employee normally resides within the Territorial Limits stated above

12.2 Section 2 of this Policy is extended to apply in respect of the activities (excluding manual work outside the member countries of the European Union or Great Britain Northern Ireland the Isle of Man or the Channel Islands) in the course of the Business of the directors, partners and/or Employees of the Insured temporarily engaged outside the Territorial Limits stated above

12.3 Section 2 of this Policy shall apply to occurrences anywhere in the world caused by Products supplied from or worked upon in the Territorial Limits stated above.

13. **Trade Dress** means any right enforceable at law to the extent that it relates to the overall visual appearance of a business and its products and/or services and the manner in which they are packaged and/or presented.

14. **Trespass Nuisance or Obstruction** means trespass nuisance or obstruction or interference with any easement right of air light water or way.

15. **Proposal** means any signed proposal form and declaration and any information in connection with this insurance supplied by or on behalf of the Insured in addition thereto or in substitution therefor whether at the time of acceptance or prior or subsequent thereto.

Extensions

The insurance provided by this Policy is extended to include the following:

1. **Indemnity to Principals and Others**

The Company will also indemnify in the terms of this Policy

1.1 in the event of the death of the Insured their legal personal representative in respect of liability incurred by the Insured

1.2 any principal with whom the Insured has entered into an agreement to the extent required by such agreement but only in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

and at the request of the Insured

1.3 any officer or member of the Insured's catering sports social and welfare organisations and fire first-aid or ambulance services

1.4 any director partner or employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured

1.5 any director partner or employee of the Insured in respect of liability for private work undertaken by Employees with the consent of the Insured

Provided that

a) such person(s) shall not be entitled to indemnity under any other policy

b) such principal/person(s) shall as though they were the Insured be subject to the terms of this Policy in so far as they can apply

c) the applicable Limit of Liability shall not be increased hereby.

2. **Cross Liabilities**

Where more than one party comprises the Insured any claim by one Insured against any other Insured shall be treated as though the party so claiming is not an insured party provided that the Limit of Liability shall not be deemed to be increased hereby.

This Extension does not apply in respect of Personal and Advertising Injury.

3. **Damage to Leased or Rented Premises**

Exclusion 4.2 of this Policy does not apply to premises (including fixtures and fittings) leased or rented to the Insured

Provided that this Extension shall not apply in respect of

a) liability assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement

b) Damage to any such premises which is insured under any property or fire insurance policy arranged by the Insured or under which the Insured is entitled to indemnity in respect of such Damage.

4. **Personal Data Liability**

This is a claims made and notified Extension.

Notwithstanding Exclusion 14. of this Policy, the Company will indemnify the Insured in the terms of this Policy against legal liability to pay damages to any person in respect of material or non-material damage as provided for under

4.1 paragraph 1 of Article 82 of the General Data Protection Regulation (EU) 2016/679

4.2 Section 168 of the Data Protection Act 2018 insofar as 4.1 above applies

as a result of a Personal Data Breach committed on or after the Retroactive Date within the Territorial Limits and arising in connection with the Business

The Company will also pay Costs and Expenses in respect of any occurrence to which this Extension applies

Provided that

a) this Extension shall apply only in respect of claims first made against the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or within thirty (30) days of expiry thereof

If during the Period of Insurance the Insured becomes aware of any occurrence which may subsequently result in a claim under this Extension and during such period the Insured notifies the Company thereof, any claim later made against the Insured arising out of such occurrence shall be treated as having been made during such period

In the event of a series of the same or similar Personal Data Breaches being committed over a period of time all breaches of such series which are attributable directly or indirectly or allegedly to the same source or original cause shall be treated as though they were committed at the point in time when the first of the claims was made in writing against the Insured

b) the liability of the Company to pay damages and Costs and Expenses under this Extension shall not exceed GBP 1,000,000 in total for all claims in respect of any one Period of Insurance. This limit falls within and is not additional to the applicable Limit of Liability stated in the Schedule

c) this Extension shall apply in respect of claims first made against the Insured in Great Britain Northern Ireland the Channel Islands the Isle of Man or the member countries of the European Union only

d) this Extension does not apply to liability

i) in respect of the costs and expenses of

(a) rectifying reinstating replacing rewriting completing blocking erasing destroying or restricting Personal Data and processing thereof
(b) responding to and dealing with any request invoking data subject rights
(c) notifying any person or supervisory authority of a Personal Data Breach

ii) arising from a failure to

(a) respond to and deal with any request invoking data subject rights
(b) notify any person or supervisory authority of a Personal Data Breach

iii) for which indemnity is provided in whole or in part under any other insurance or to the extent that indemnity is provided elsewhere within this Policy

iv) for the amount of any deductible excess co-insurance or other self-insured retention applicable under any other policy of insurance or security covering the same liability

v) for material or non-material damage suffered by

(a) any person whose Personal Data was not the subject of the Personal Data Breach
(b) any Employee unless the Employers' Liability Section of this Policy is operative
(c) any person other than an Employee unless the Public and Products Liability Section of this Policy is operative

vi) arising from

(a) fraud or dishonesty
(b) any deliberate or intentional act or omission by any person or party entitled to indemnity which could reasonably be expected to give rise to liability under this Extension
(c) any agreement to store process or supply Personal Data for a fee or by reciprocal agreement
(d) circumstances known to the Insured prior to commencement of the Period of Insurance
(e) circumstances notified to or which ought to have been notified to previous insurers
(f) occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any territory within the jurisdiction of either such country

vii) for 10% of the total amount of damages and Costs and Expenses or the first GBP10,000 whichever is the greater of any amount payable in respect of any one claim or number of claims arising from one source or original cause. Such amount shall apply instead of any other deductible excess co-insurance or other self-insured retention applicable to Section 2 of this Policy unless expressly stated to the contrary

For the purposes of this Extension

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted stored or otherwise processed.

Personal Data means information by which a natural person can be identified directly or indirectly by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Retroactive Date means the date stated as such in the Schedule as applicable to this Extension.

5. **Defective Premises Act**

The Company will indemnify the Insured in the terms of Section 2 of this Policy against legal liability incurred by the Insured 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 which have been disposed of by the Insured

Provided that this Extension shall not apply in respect of the cost of remedying any defect (or alleged defect) in such premises.

6. **Legal Defence Costs**

The Company will indemnify the Insured or, at the request of the Insured, any Employee director or partner of the Insured, against legal costs and expenses incurred with the written consent of the Company in the defence of any criminal proceedings brought for a breach of

6.1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

6.2 Part II of the Consumer Protection Act 1987 or Consumer Protection (Northern Ireland) Order 1987, or

6.3 the Food Safety Act 1990 or the Food Safety (Northern Ireland) Order 1991;

committed during the Period of Insurance in the course of the Business, including legal costs and expenses incurred with the written consent of the Company in an appeal against conviction arising from such proceedings

Provided that this Extension shall not apply to

a) fines or penalties imposed by any court

or

b) proceedings consequent upon any deliberate act or omission

All payments made by the Company under this Extension shall be subject to the applicable Limit of Liability stated in the Schedule. In respect of this Extension the applicable Limit of Liability shall be inclusive of all such amounts.

7. **Motor Contingent Liability**

Exclusions 9.2 and 15 of this Policy do not apply in respect of legal liability of the Insured named in the Schedule arising from the use in connection with the Business of any motor vehicle not the property of nor provided by the Insured

Provided that this Extension shall not apply in respect of

a) Damage to any such vehicle or its contents

b) liability arising while such vehicle is being

   i) driven by the Insured

   ii) driven with the general consent of the Insured or of the representative of the Insured by any person who to the knowledge of the Insured or of such representative does not hold a valid licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence

   iii) used elsewhere than within the member countries of the European Union or Great Britain Northern Ireland the Isle of Man or the Channel Islands

Part 1.4 of Extension 1 does not apply to this Extension.

8. **Personal Liability Overseas**

The Company will indemnify in the terms of Section 2 of this Policy the Insured and at the request of the Insured any director partner or Employee of the Insured or spouse of any such person against legal liability for damages in respect of Bodily Injury or Damage arising from personal activities while temporarily outside the Territorial Limits in connection with the Business

Provided that this Extension shall not apply in respect of

a) liability arising from the ownership or occupation of any land or building

b) liability insured by any other policy of insurance

and that any such director partner Employee or spouse shall as though he/ she/they were the Insured be subject to the terms of this Policy in so far as they can apply.

9. **Vendors Indemnity**

At the request of the Insured the Company will indemnify in the terms of Section 2 any person who, or organisation which, distributes or sells the Insured's Products in the regular course of their business (herein referred to as "vendor") as an additional insured but only with respect to liability for Bodily Injury or Damage arising out of the distribution or sale of the Insured's Products

Provided that

a) this Extension shall not apply in respect of liability arising from:

   i) any express warranty unauthorised by the Insured

   ii) any physical or chemical change in the form of the Product made intentionally by the vendor

   iii) repacking, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instruction from the Insured and then repacked in the original container

   iv) demonstration, installing, servicing or repair operations, except demonstration performed at the vendor's premises in connection with the sale of the Product

   or

   v) Products which after distribution or sale by the Insured have been labelled or relabelled or used as a container, part or ingredient of any other thing or substance by or for the vendor

b) this Extension shall not apply to any person or organisation from whom the Insured has acquired such Products or any ingredient, part or container entering into accompanying or containing such Products;

c) any vendor covered pursuant to this Extension will be subject to all terms of Section 2 in so far as they can apply, as though that party was the Insured;

d) where coverage provided to the vendor is required by a contract or agreement this Extension shall only apply to the extent and limit required by the contract or agreement to provide for such vendor;

e) any payment under this Extension does not contravene any applicable currency or exchange regulations insolvency laws or any laws or regulations relating to the carrying on of insurance business in the countries of domicile of any insured under this Policy or the Company; and

f) the Limit of Liability shall not be increased hereby.

10. **Unsatisfied Court Judgments**

In the event of a judgment for damages being obtained

10.1 by any Employee or the personal representatives of any Employee in respect of Bodily Injury to the Employee caused during the Period of Insurance and arising out of and in the course of employment by the Insured in the Business against any company or individual other than the Insured operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in any court situate in the aforesaid territories, and

10.2 remaining unsatisfied in whole or in part six months after the date of such judgment then subject otherwise to the terms exclusions limitations and conditions applicable to Section 1 of this Policy the Company will at the request of the Insured pay under Section 1 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

a) there is no appeal outstanding

b) if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee shall assign the judgment to the Company

c) all reasonable steps necessary have been taken to recover monies due from the party against whom the judgment was obtained

d) this Extension shall not apply if Section 1 is not insured under this Policy.

11. **Manslaughter Defence Costs**

The Company will indemnify the Insured, and at the request of the Insured, any party entitled to indemnity under this Policy in respect of legal costs and expenses incurred with the written consent of the Company

a) in defending a charge of manslaughter (including a charge of corporate manslaughter or corporate homicide brought under the Corporate Manslaughter and Corporate Homicide Act 2007) where the death in connection with which such charge arises is likely to result in a claim under this Policy

b) in appealing against conviction on such charge and/or the imposition of a remedial or publicity order under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with such charge provided that in the opinion of a King's Counsel or similar legal authority (to be mutually agreed upon by the Insured and the Company) such appeal could be contested with the probability of success.

All payments made by the Company under this Extension shall be subject to the applicable Limit of Liability stated in the Schedule. In respect of this Extension the applicable Limit of Liability shall be inclusive of all such amounts.

12. **Residual Employers' Liability**

Exclusion 3 of this Policy does not apply to liability in respect of Bodily Injury sustained by any Employee

(a) which is insured or normally insured by an employers' liability and/or workers compensation and/or public liability policy in the territory in which the Employee is employed in which case the indemnity provided by this Extension shall only apply to amounts in excess of

(1) USD1,000,000 in respect of any occurrence in the United States of America or any territory within its jurisdiction

(2) GBP500,000 in respect of any occurrence elsewhere in the world

or

(3) the limit of indemnity provided by such policy

or

(4) the applicable minimum limit required by law

whichever is the greater

(b) arising from the exercise of subrogation rights against the Insured by any state social security or similar scheme.

This Extension shall not apply to liability

(i) for Bodily Injury to Employees who are employed by the Insured in the Republic of Ireland Great Britain Northern Ireland the Isle of Man or the Channel Islands

(ii) for which an indemnity is provided under Section 1 of this Policy.

13. **Acquisitions**

The Company will indemnify in the terms of this Policy any company or other business entity either acquired or created by the Insured during the Period of Insurance from the date of such acquisition or creation

Provided that

a) the business of such company or entity is not materially different from the Business shown in the Schedule

b) the Insured supplies to the Company full details of such company or entity within 30 days of its acquisition or creation

c) the aggregate annual turnover of all such companies or entities acquired or created during any one Period of Insurance shall not exceed 10% of the annual turnover of the Insured as declared to the Company at the beginning of such Period of Insurance

d) if after the date of acquisition or creation separate insurance covering the same liability remains in force subject to a limit of indemnity lower than that which applies to this Policy the liability of the Company in respect of such company or entity shall not exceed the difference between the relevant limit of indemnity under such separate insurance and the relevant Limit of Liability applicable to this Policy.

e) the Company shall have the right to charge an additional premium and to alter the terms conditions and exclusions of this Policy in respect of such company or entity from the date of its acquisition or creation.

In respect of any such company or entity which does not meet provisos a) to d)

(1) the Company will not provide an indemnity until full details of such company or entity have been submitted to and accepted by the Company and the Insured has agreed to pay any additional premium and accept any change in the terms conditions and exclusions required by the Company

(2) the Company reserves the right to decline cover for such company or entity.

14. **Claims Preparation Costs**

The Company will indemnify the Insured in respect of Claims Preparation Costs incurred with the prior consent of the Company (including agreement as to hourly rates);

provided that the liability of the Company under this Extension for all such costs shall not exceed:

(1) GBP 50,000 in respect of any one claim;

(2) GBP 100,000 in respect of all claims during any one Period of Insurance; and

the applicable Limit of Liability shall not be increased hereby.

Provided always that:

a) the Company shall not be liable hereunder in respect of:

i) any fees, expenses, costs and/or similar disbursements in respect of any claims advocacy (or similar description), payable to any broker, agent, loss assessor / adjuster, accountant, lawyer (or other legal expert) or any other entity instructed or retained directly or indirectly to consult or advise, or to act on behalf of, the Insured in respect of coverage or the negotiation of a claim; or

ii) any salaries, wages, expenses, costs and/or similar disbursements incurred by any personnel on, or who are deemed to be on, the payroll of the Insured; and

b) the Insured shall maintain an accurate record of the amount of time spent by each person on such work and such record shall be made available to the Company upon request.

For the purposes of this Extension, Claims Preparation Costs means the actual costs and expenses incurred by the Insured in respect of reasonable fees paid to appropriately qualified professional(s) who the Insured has retained for producing and certifying any details contained in the Insured’s books or documents or such other proofs, information or evidence required by the Company to support the measurement of claimed losses.

Exclusions

1. **Radioactive Contamination**

   This Policy does not apply to liability of whatsoever nature directly or indirectly caused by contributed to by or arising from

   1.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

   1.2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

   but in respect of Bodily Injury sustained by any Employee this Exclusion shall apply only when the Insured under a contract or agreement has either undertaken

   a) to indemnify another party or

   b) to assume the liability of another party

   in respect of such Bodily Injury.

The following Exclusions (2-14) do not apply to Section 1 of this Policy

Section 2 of this Policy does not apply to liability

2. **Contractual Liability**

   assumed under any contract or agreement in respect of

   2.1 Damage to contract or temporary works to be executed by the Insured and/or their sub-contractors and/or to any materials plant tools and other property for use in connection therewith

   2.2 Bodily Injury or Damage arising from or caused by Products

   2.3 Personal and Advertising Injury

   unless such liability would have attached in the absence of such contract or agreement or such liability arises from an applicable statutory implied condition or warranty relating to the fitness for purpose or quality or safety of any Products

3. **Employees**

   in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by the Insured in the Business

4. **Custody or Control**

   in respect of Damage to property

   4.1 belonging to the Insured

   4.2 in the custody or control of the Insured or any Employee or agent of the Insured other than

   a) personal effects (including motor vehicles) belonging to visitors directors partners and Employees of the Insured

   b) premises (including their contents) not leased or rented to the Insured but temporarily occupied by the Insured for the purpose of carrying out work

   c) property whilst in the custody or control of the Insured for the purpose of repair or maintenance if such Damage results directly from such work

   Provided that this paragraph 4.2 c) does not apply to liability in respect of Damage to that part of such property worked upon where such Damage arises out of such work

5. **Damage to Products**

in respect of Damage to or any costs or expenses claimed or incurred for repair removal replacement recall disposal or loss of use of any Products out of which the occurrence arises

6. **Aircraft Products**

arising from Products knowingly supplied for use or installation in or on any aircraft or aerospatial device which could affect the navigation flying capabilities or safety of such aircraft or device

7. **Fines and Penalties**

for fines liquidated damages or under any penalty clause

8. **Advice**

arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee

9. **Aircraft Watercraft Vehicles**

arising from or caused by the ownership possession control or use by or on behalf of the Insured of

9.1 any aerospatial device or any airborne or waterborne craft or vessel (other than manually propelled waterborne craft) or the loading or unloading of such craft or vessel

9.2 any mechanically propelled vehicle or trailer attached thereto

a) in circumstances for which insurance or security is required in accordance with any road traffic legislation in force within the member countries of the European Union or Great Britain Northern Ireland the Isle of Man or the Channel Islands

b) whilst being used on any public road in any other country whether or not insurance in respect of liability therefor is compulsory

or the loading or unloading of such vehicle or trailer attached thereto

Provided that if there is no indemnity afforded by any motor or other insurance policy this Exclusion shall not apply to liability arising from

i) the act of loading or unloading or the bringing to or taking away of a load from such vehicle or trailer

ii) the operation of plant as a tool of trade within the member countries of the European Union or Great Britain Northern Ireland the Isle of Man or the Channel Islands but only insofar as such liability is not the subject of compulsory insurance or security in accordance with any road traffic legislation in force in such countries

10. **Pollution**

arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water; but this Exclusion does not apply to Bodily Injury or Damage if such discharge dispersal release or escape is sudden and accidental

It is deemed that the spread of legionella bacteria is not within the meaning of this Exclusion.

11. **Personal and Advertising Injury**

in respect of Personal and Advertising Injury

11.1 arising out of oral or written publication of material

a) if the first oral or written publication of the same or similar material took place prior to the commencement date of this Policy, or

b) which to the knowledge of the Insured is false

11.2 arising out of a breach of contract other than misappropriation of advertising ideas under an implied contract

11.3 arising out of the failure of goods products or services to conform with advertised quality or performance

11.4 arising out of the wrong description of the price of goods products or services

11.5 committed by an Insured whose business is advertising broadcasting publishing or telecasting

Provided that this Exclusion 11.5 does not apply to the offences described in parts 10.1 and 10.2 of Definition 10

12. **War**

directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

13. **Asbestos**

for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit

14. **Data Risk and Cyber Liability**

directly or indirectly arising from or in connection with

14.1 the modification, corruption, loss, destruction, theft, collection, misuse, extortion of, illegitimate or unauthorised access, restricted or inability to access, or unlawful or unauthorised processing or disclosure of Data including where arising from the loss, damage, destruction or theft of any computer, electronic device, hardware or component thereof which contains Data

14.2 a) unauthorised access or access by Malware to

b) the presence of Malware on

c) the spread of Malware by

d) the unauthorised use of

e) the malicious use of

f) malicious interference with or any distributed denial of service attack against

any Computer System

i) owned, operated, controlled, leased or used or

ii) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed

by or on behalf of or for the benefit of the Insured.

Computer System means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

Data means any corporate or personal information in any format, including records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured.

Malware means software, programs, files, content or instructions of a malicious nature including malicious code, ransomware, cryptoware, viruses, trojans, worms, zero day attacks, logic or time bombs which may disrupt, harm, destroy, impede access to or in any way corrupt the functioning or operation of or Data within any software or Computer System.

The following Exclusions (15 - 17) do not apply to Section 2 of this Policy

Section 1 of this Policy does not apply to liability

15. **Employee Passengers**

for which compulsory motor insurance or security is required under any road traffic legislation in force within any member country of the European Union or Great Britain Northern Ireland the Isle of Man or the Channel Islands.

16. **Employees Offshore**

to any Employee arising while Offshore.

Offshore means from the time of embarkation on to a vessel or aircraft for conveyance to any Offshore Rig, Offshore Platform or Offshore Installation including associated accommodation, until disembarkation from a conveyance on to land upon return therefrom.

Offshore Rig means any offshore structure (including a mobile offshore drilling unit) containing a derrick or mast, draw-works and attendant surface equipment for the purposes of performing, drilling or workover operations.

Offshore Platform or Offshore Installation means any immobile offshore structure from which development wells are drilled and/or produced.

17. **Asbestos**

for any loss demand claim or suit arising out of or related in any way to asbestos or asbestos-containing materials.

The Company shall have no duty of any kind with respect to any such loss demand claim or suit

Provided that this Exclusion shall only apply in respect of payments of amounts in excess of GBP5,000,000 for any one claim or series of claims arising out of any one occurrence.

Special Conditions

1. **Non-Avoidance**

   The indemnity granted by Section 1 of this Policy 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 or the Channel Islands but the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law.

2. **USA/Canada**

   With regard to Section 2 of this Policy it is hereby agreed between the Company and the Insured that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country

   2.1 the liability of the Company under Section 2 of this Policy in respect of all damages payable together with all Costs and Expenses shall not exceed the Limit of Liability for Section 2 stated in the Schedule

   2.2 regardless of any of the other provisions of this Policy, this insurance does not apply to punitive or exemplary damages

   2.3 regardless of Exclusion 10 and Special Extension 2 of this Policy, this insurance does not apply to

   a) liability arising out of the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water

   b) any cost or expense arising out of any governmental demand or request that an Insured test for assess monitor clean-up remove contain treat de-toxify or neutralise any irritants contaminants or pollutants

   and the Company shall not have the duty to defend any claims or suits seeking to impose any such liability cost or expense or any other relief.

   It is further agreed between the Company and the Insured that the premium for this insurance has been calculated accordingly.

3. **Sanction Limitation**

   The Company shall not be deemed to provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

1. Products Recall Expense

Notwithstanding Exclusion 5 of this Policy the Company will indemnify the Insured against costs which the Insured shall have paid as Products Recall Expense caused by any Occurrence of which the Insured first became aware during the Period of Insurance and which was first reported in writing to the Company during the same Period of Insurance, arising from any Products.

Definitions applicable to Special Extension 1

1. **Sub-Limits of Liability**

   The liability of the Company shall not exceed the Sub-Limits of Liability shown in the Schedule to Special Extension 1.

   The amount payable in respect of each Occurrence is limited to the Net Loss in excess of the Excess shown in the Schedule to Special Extension 1.

   All Products Recall Expense incurred in the simultaneous recall of different types, classes or models of the same product shall be considered as arising out of one Occurrence.

   The liability of the Company in respect of all amounts paid or payable for Products Recall Expense arising from all Occurrences reported to the Company during the same Period of Insurance shall not exceed the Sub-Limit of Liability in the aggregate for any one Period of Insurance stated in the Schedule to Special Extension 1.

2. **Products Recall Expense**

   means the reasonable and necessary costs and expenses which with the consent of the Company are incurred by the Insured or by persons or organisations acting on behalf of the Insured for:

   a) newspaper, magazine, radio and television announcements, correspondence and other communications;

   b) the transportation of the Products from any purchaser distributor or user to the place or places designated by the Insured;

   c) the hire of additional persons who are not existing Employees of the Insured;

   d) the remuneration paid to the Insured’s regular Employees at normal hourly rates or overtime rates if required;

   e) expenses incurred by the Insured’s Employees for transportation and accommodation;

   f) the cost of the rent or hire of additional warehouse or storage space;

   g) the extra costs incurred to properly dispose of any recalled Products and/or packaging materials that cannot be re-used

   but only when such costs and expenses are incurred exclusively for the purpose of or as a consequence of recalling the Products.

3. **Occurrence**

   means the ascertainment that the use or consumption or storage of the Products has caused or would cause Bodily Injury to a person or Damage which creates the need to recover possession or control of the Products from any purchaser distributor or user and/or to destroy or dispose of such Products but only as a result of one or more of the following events:

   a) the accidental omission by the Insured of a substance or component in the Products;

   b) the accidental introduction or the accidental substitution by the Insured of a deleterious substance or of a defective component in the Products;

   c) an unintentional error or deficiency in the manufacture design blending mixing compounding packaging or labelling of the Products by the Insured but only if such error or deficiency is known or recognised as such in the industry at the time such error or deficiency occurred.

   A recall by order of a government, federal, state, or other regulatory body or official shall also be an Occurrence provided that any such recall is a result of an event specified in sub-paragraphs a), b) or c) above.

4. **Net Loss**

means the Products Recall Expense after making proper deduction for all recoveries and salvages collectible.

Exclusions applicable to Special Extension 1

This Special Extension shall not apply to Products Recall Expense as a result of:

1 a) a wish to recall other Products which are similar to the Products giving rise to an Occurrence

b) the Products being of the same trade or brand name but of different batches than that which has been determined as being a likely cause of loss under this Special Extension, if the Insured has represented at the time of the application of this Special Extension that the Products are identifiable by batch, code, or other means

2. inherent deterioration decomposition or transformation of the Products, or the Products reaching the end of the period within which use or consumption or storage is recommended

3. loss of customer faith or approval or any costs incurred to regain customer faith or approval or other consequential loss arising therefrom

4. changes in the condition of the Products or any part thereof if such changes are deliberately caused by the act or omission of any person and whether occurring before or after the release of such Products by the Insured

5. any pre-existing condition of the Products which could possibly become a cause of loss under this Special Extension and of which the Insured had prior knowledge

6. circumstances arising from any deliberate act by the Insured

7. any Occurrence arising from Products which were sold or supplied prior to the Retroactive Date shown in the Schedule to Special Extension 1

8. withdrawal of any Product without the reasonably held belief that its use or consumption or storage would or could result in either Bodily Injury or Damage

9. use of materials after they have been banned or declared unsafe by any authorised governmental entity

10. acts or omissions of any of the Insured's Employees and of which any of the Insured's officers or directors had prior knowledge

11. the express conditions of any contract or agreement entered into by the Insured which imposes costs or expenses for the recall or replacement of the Products which would not have been incurred in the absence of such contract or agreement.

Condition applicable to Special Extension 1

In the event of any claim being made under this Special Extension in respect of which the Insured and the Company shall fail to agree as to the necessity for the recall of the Products or as to the amount of costs and expenses recoverable hereunder, then such disagreement shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any disagreement is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

Subject otherwise to the terms Exclusions and Conditions of this Policy.

Schedule to Special Extension 1

Sub-Limits of Liability:	GBP 50,000	for each Occurrence
	GBP 50,000	in the aggregate for any one Period of Insurance
		The above stated Sub-Limits of Liability are payable inclusive within, and not in addition to, the Limit of Liability for Section 2 stated in the Schedule
Excess:	GBP 1,000	for each Occurrence.
Retroactive Date:	The commencement date of the first Period of Insurance of this Special Extension.	

2. Environmental Liability

This Extension applies only if Section 2 of this Policy is in force.

This is a Claims Made and Notified Extension.

Notwithstanding Exclusion 10 of this Policy -

A. Remediation of New Pollution Conditions

The Company will pay on behalf of the Insured subject to the Sub-Limits of Liability of this Extension the Remediation Costs and Regulatory Authority Costs which arise out of any New Pollution Condition on at under or migrating from any property owned or leased by the Insured where such Remediation Costs and Regulatory Authority Costs result from Regulatory Action first imposed on the Insured during the Period of Insurance and notified to the Company during the same Period of Insurance or within 60 days of expiry thereof.

B. Remediation of Unknown Historic Contaminated Land (applicable only to England, Scotland and Wales)

The Company will pay on behalf of the Insured subject to the Sub-Limits of Liability of this Extension the Remediation Costs and Regulatory Authority Costs which arise following a Contaminated Land Notice served in England, Scotland or Wales, which Contaminated Land Notice arises out of an Unknown Historic Pollution Condition and where such Contaminated Land Notice is sent to the Insured during the Period of Insurance and the Insured notifies the Company of the Contaminated Land Notice during the same Period of Insurance or within 60 days of expiry thereof.

Words and phrases used in this Special Extension have the same meaning as defined in the Policy save where set out below.

Definitions applicable to Special Extension 2

1. **Contaminated Land**

   means contaminated land as defined under Part 2A of the Environmental Protection Act 1990 but not to the extent that Part 2A of the Environmental Protection Act 1990 applies to land contaminated by ionising radiations, radioactivity or radioactive substances.

2. **Contaminated Land Notice**

   means a formal notification or other written correspondence from a Regulatory Authority pursuant to Part 2A of the Environmental Protection Act 1990 to the Insured identifying any property owned or leased by the Insured as Contaminated Land.

3. **Regulatory Authority Costs**

   means

   3.1 costs and expenses recoverable by any Regulatory Authority from the Insured

   3.2 costs and expenses incurred with the written consent of the Company.

4. **Reverse Retroactive Date**

   means the date expressed as such in the Schedule to Special Extension 2.

5. **Environmental Law**

   means any law other than Planning Laws or Planning Permission, governing the liability of the Insured with respect to Pollution Conditions.

6. **Excess**

   means that part of any claim expressed as such in the Schedule to Special Extension 2.

7. **Fungi**

   means any type or form of fungus including mould or mildew and any mycotoxins spores scents or by-products produced or released by fungi.

8. **Historic Pollution Condition**
means a Pollution Condition which first commenced prior to the Reverse Retroactive Date.

9. **Sub-Limits of Liability of this Extension**
for the purposes of this Special Extension means the maximum amount stated in the Schedule to Special Extension 2 as the Sub-Limit of Liability for any one Pollution Condition which the Company shall be liable to pay in respect of all Remediation Costs and Regulatory Authority Costs arising from any one Pollution Condition

Provided always that the liability of the Company for all Remediation Costs and Regulatory Authority Costs pertaining to all Pollution Conditions during any one Period of Insurance shall not exceed the Sub-Limit of Liability in the aggregate for any one Period of Insurance stated in the Schedule to Special Extension 2.

10. **New Pollution Condition**
means a sudden and accidental Pollution Condition which first commences in its entirety subsequent to the Reverse Retroactive Date.

11. **Planning Laws**
means any law governing the liabilities and/or obligations of the Insured in respect of the development, change of use, construction or demolition of any land, buildings or structures contained therein or thereon.

12. **Planning Permission**
means a consent, authorisation, permission, permit or licence (whether in outline or in full) issued pursuant to Planning Laws.

13. **Pollution Condition**
means the discharge dispersal release escape migration or seepage of any solid liquid gaseous or thermal irritant pollutant or contaminant including smoke soot vapours fumes acids alkalis chemicals Fungi hazardous substances hazardous materials and waste materials into or upon land or buildings or structures thereon the atmosphere surface water or groundwater.

14. **Regulatory Action**
means any action taken or any liability imposed by any Regulatory Authority under Environmental Law.

15. **Regulatory Authority**
means any legal body, authority, agency or other person and/or any court of law or tribunal (other than any competent authority under any Planning Permission or any Planning Laws) in each case having authority under Environmental Law.

16. **Remediation Costs**
means reasonable expenses incurred with the written consent of the Company in the investigation quantification monitoring abatement removal disposal treatment neutralisation or immobilisation of Pollution Conditions to the extent required by Environmental Law.

17. **Responsible Official**
means any Employee or former Employee of the Insured who is or was responsible for environment matters control or compliance at any property owned or leased by the Insured or any officer director or partner of the Insured.

18. **Unknown Historic Pollution Condition**
means an Historic Pollution Condition which was not known to any Responsible Official prior to the Reverse Retroactive Date.

Exclusions applicable to Special Extension 2

The Company will not be liable under this Special Extension for Remediation Costs or Regulatory Authority Costs:

1. **Advice**
arising out of the provision of or failure to provide any instruction advice information or professional service in return for a fee

2. **Aircraft, Watercraft, Vehicles**
arising from or caused by the ownership possession control or use by or on behalf of the Insured beyond the boundaries of any property owned or leased by the Insured of

2.1 any aerospatial device or any airborne or waterborne craft or vessel or the loading or unloading of such craft or vessel

2.2 any mechanically propelled vehicle or trailer attached thereto

3. **Asbestos and Lead**
arising out of or related in any way to asbestos or asbestos-containing materials, or lead or lead-containing materials, on or in structures and the Company shall have no duty of any kind with respect to any such liability

4. **Capital Improvement**
arising from any Pollution Condition discovered in the course of replacement, repair or capital improvement activities at any property owned or leased by the Insured

5. **Change in Use**
arising from any change in ownership or a material change in use of any property owned or leased by the Insured

6. **Contractual Liability**
assumed under any contract or agreement unless such liability would have attached in the absence of such contract or agreement

7. **Custody or Control**
in respect of loss of damage to loss of use of or diminishment in value of property belonging to the Insured or in the custody or control of the Insured or any Employee or agent of the Insured other than in respect of Remediation Costs

8. **Employees**
in respect of Bodily Injury sustained by any Employee or former Employee arising out of and in the course of employment by the Insured in the Business

9. **Excess**
for the amount of the Excess shown in the Schedule to Special Extension 2

10. **Fines and Penalties**
for fines liquidated damages or under any penalty clause

11. **Known Historic Pollution Conditions**
arising from any Historic Pollution Condition which is not an Unknown Historic Pollution Condition

12. **Intentional Non-compliance**
arising from the intentional disregard of or knowing wilful or deliberate non-compliance with any statute regulation Contaminated Land Notice administrative complaint notice of violation notice letter instruction of any Regulatory Authority or executive judicial or administrative order by the Insured or by any Responsible Official

13. **Non-Aggregation**

any of which are otherwise the subject of indemnity under Section 2 of this Policy or would be but for the Limit of Liability applicable thereto or any other Premises Pollution Liability or Contractors Pollution Liability policy issued by the Company

14. **Offshore Facilities**

arising from any pollution Condition on at under or migrating from any property or structure owned, leased, operated or controlled by the Insured which is situated offshore

15. **Planning**

arising from any permission, obligation or condition required by any competent authority under any Planning Permission and/or Planning Laws

16. **Primary, Complementary and Compensatory Remediation**

incurred in respect of injury to or damage sustained by or destruction of land, water, protected species or natural habitats for which the Insured is legally responsible under legislation in:

a) any EU Member State which implements the European Union Environmental Liability Directive 2004/35/EC. This includes primary, complementary and compensatory remediation as defined within Annex II of Directive 2004/35/EC;

b) the United Kingdom and/or any part of the United Kingdom made prior to the United Kingdom's withdrawal from the European Union, which implemented in the United Kingdom (or any part thereof) the European Union Environmental Liability Directive 2004/35/EC, including primary, complementary and compensatory remediation as defined in Annex II of Directive 2004/35/EC, to the extent always from time to time of any amendment, modification, substitution, repeal or revocation of such legislation.

However this Exclusion does not apply to liability which would have attached in the absence of implementation of such Directive

For the purposes of this Exclusion "United Kingdom" is deemed to mean Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

17. **Products Pollution**

arising from anything sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed by or on behalf of the Insured including containers, packaging or labelling and which is not in the possession of the Insured at the time of the occurrence

18. **Radioactivity**

notwithstanding any other provisions of this Policy, arising from any Pollution Condition arising from any ionising radiations, radioactivity, or radioactive substances

19. **Site Investigation**

arising from any Pollution Condition discovered during or as a result of any site investigation or associated activities undertaken for the purpose of an application to a Regulatory Authority by the Insured

19.1 to obtain or maintain a permit to operate an installation, facility or equipment at any property owned or leased by the Insured

19.2 to develop or undertake construction activity at any property owned or leased by the Insured

20. **Underground Storage Tank(s)**

arising from any Pollution Condition which emanates from any tank or associated piping and appurtenance which tank has more than 10% of its volume below ground the presence of which was known to a Responsible Official prior to the commencement of the Reverse Retroactive Date.

Conditions applicable to Special Extension 2

1. **Claims Procedure**
   In addition to the conditions contained in Condition 5 – Claims Procedure, the Insured shall not incur any Remediation Costs without the written consent of the Company, except in the event of an imminent and substantial threat to human health or the environment.

2. **Inspection and Audit**
   The Company shall have the right but not the duty to inspect any property under the ownership or control of or leased to the Insured for the purposes of the Business and to take samples therefrom. Such right and any resultant findings shall not imply that such property is safe or in compliance with any law.

   The Company shall have the right but not the duty to examine and audit the Insured's books and records during the Period of Insurance and within 3 consecutive years commencing from the cessation of this Policy.

Subject otherwise to the terms Exclusions and Conditions of this Policy.

Schedule to Special Extension 2

Sub-Limits of Liability:	GBP 100,000 for any one Pollution Condition
	GBP 100,000 in the aggregate for any one Period of Insurance
	The above stated Sub-Limits of Liability are payable inclusive within, and not in addition to, the Limit of Liability for Section 2 stated in the Schedule
Reverse Retroactive Date:	The commencement date of the first Period of Insurance of this Special Extension.
Excess:	GBP 5,000 per incident.

3. Data Breach and Cyber Attack

Exclusion 14 – Data Risk and Cyber Liability of this Policy does not apply to liability in respect of

1. damages incurred by any third party as a result of

    a) any Data Breach Event relating to that third party's Personal Data

    b) the Insured's unlawful or unauthorised disclosure of Data belonging to that third party

2. a) Damage (which does not include Damage in respect of Data); or

    b) Bodily Injury

    incurred by any third party and directly arising from

    i) unauthorised access or access by Malware to

    ii) the presence of Malware on

    iii) the spread of Malware by

    iv) the unauthorised use of

    v) the malicious use of

    vi) malicious interference with or any distributed denial of service attack against

    any Computer System

    1) owned, operated, controlled, leased or used or

    2) sold, supplied, altered, constructed, repaired, serviced, designed, tested, installed or processed

    by, on behalf of, or for the benefit of the Insured.

Provided that the liability of the Company under this Special Extension to pay damages shall not exceed GBP100,000 in the aggregate in respect of all occurrences happening during any one Period of Insurance. This limit shall apply in addition to the Limit of Liability for Section 2 stated in the Schedule.

Definitions applicable to Special Extension 3

1. **Bodily Injury**
   means bodily injury to any person and includes

    a) death, illness and disease; or

    b) mental injury, anguish or nervous shock sustained by any person as a result of actual or threat of bodily injury, death, illness or disease.

2. **Computer System**
   means any computer hardware, software, firmware, electronic device, electronic data storage device, electronic data backup facility, networking device or any components thereof or any associated input and output devices, including those that have the capability to be linked together through the internet or internal network or that are connected through data storage or other devices.

3. **Data**
   means any corporate or personal information in any format, including records, reports, designs, plans, formulas, processes, trade secrets, patents, financial information, medical or healthcare information, contact information, account numbers, account histories, passwords or credit or debit card details, whether or not in electronic form, and whether or not belonging to the Insured

4. **Data Breach Event**
   means the theft, loss or unlawful or unauthorised disclosure of Personal Data.

5. **Malware**

means software, programs, files, content or instructions of a malicious nature including malicious code, ransomware, cryptoware, viruses, trojans, worms, zero day attacks, logic or time bombs which may disrupt, harm, impede access to or in any way corrupt the functioning or operation of or Data within any software or Computer System.

6. **Personal Data**

means

a) an individual's name, national identity number or national insurance number, medical or healthcare data, other protected health information, driver's licence number, state identification number, credit card number, address, telephone number, email address, account number or passwords; or

b) any other non-public personal information as defined in the Privacy Regulations

in any format if such information creates the potential for an individual to be uniquely identified or contacted.

7. **Privacy Regulations**

means laws and regulations applying anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands associated with the care, custody, control or use of Personal Data.

Subject otherwise to the terms Exclusions and Conditions of this Policy.

4. Crisis Response

The Company will indemnify the Insured for Crisis Containment Expenses incurred during the Crisis Response Period as a direct result of a Crisis within the Territorial Limits of which the Insured first becomes aware during the Period of Insurance and which is reported to the Company or the Crisis Containment Service immediately the Insured became aware of the Crisis;

Sub-Limit of Liability applicable to Special Extension 4

The liability of the Company under this Special Extension to pay Crisis Containment Expenses shall not exceed the Sub-Limits of Liability shown in the Schedule to Special Extension 4.

Definitions applicable to Special Extension 4

1. **Crisis**
   means

   a) any severe or critical event or difficulty which in the Insured's reasonable opinion may give rise to a claim under Section 1 or Section 2 of this Policy; and

   b) has the potential to result in a significant negative impact on the Insured's revenue, share price or net asset value due to:

      i) severe disruption to normal business operations; or

      ii) adverse media reporting.

2. **Crisis Containment Expenses**
   means the reasonable and necessary costs and expenses incurred by the Crisis Containment Service appointed by the Company to act on behalf of the Insured to limit or mitigate the impact of a Crisis to which this Policy applies.

3. **Crisis Response Period**
   means the period commencing from the date the Crisis is first reported to the Company and ending seven (7) days thereafter.

   This period may be extended only with the prior written consent of the Company.

4. **Crisis Containment Service**
   means the persons or organisations appointed by the Company to provide assistance to the Insured in connection with a Crisis.

5. **Territorial Limits**
   means anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands.

Exclusions applicable to Special Extension 4

The Company will not be liable under this Special Extension for Crisis Containment Expenses:

1 **Data Breach Event**
which arises as a result of a need to respond to or investigate any actual or alleged Personal Data Breach which is more specifically insured under Extension 4. Personal Data Liability of this Policy

2 **Employment Practices Liability**
arising out of

2.1 refusal to employ;

2.2 termination of employment;

2.3 coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, failure to promote, retaliation, violation of civil rights, invasion of privacy, discrimination or other acts or omissions arising out of employment related practices, or other employment related practices, policies, acts or omissions; or

2.4 any consequential liability, damages, loss, cost or expense as a result of 2.1, 2.2 or 2.3 above

whether or not the Insured may be held liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of such injury or damages

3 **Financial or Management Accounts, Reports or Statements**
arising out of the publication or distribution of any financial or management accounts, reports or statements regarding the performance of the Insured's business

4 **Fraudulent Acts**
arising from any fraud or dishonesty by any director or partner of the Insured

5 **Geopolitical or Socioeconomic Events**
arising out of any event or occurrence that has a significant impact on the political, economic or social structures of any country or region

6 **Industry Wide Events**
arising out of any event or occurrence that impacts a significant portion of the industry or profession in which the Insured operates

7 **Intentional Acts**
arising from any deliberate or intentional act or omission by any person or party entitled to indemnity which could reasonably be expected to give rise to liability under this Policy

8 **Product Recall Event**
previously paid or payable under Special Extension 1. Product Recall Expense of this Policy.

9 **Worldwide**
arising out of any event or difficulty which occurs or has any impact or effect outside the Territorial Limits.

Condition applicable to Special Extension 4

The liability of the Company under this Extension shall cease from the date that the Company becomes aware that the Crisis giving rise to a claim under this Extension would not give rise to any claim under Section 1 or Section 2 of this Policy.

Subject otherwise to the terms Exclusions and Conditions of this Policy.

Schedule to Special Extension 4

Sub-Limit of Liability:	GBP 100,000 for each occurrence
	GBP 100,000 in the aggregate for any one Period of Insurance
	The above stated Sub-Limits of Liability are payable inclusive within, and not in addition to, the Limit of Liability for Section 2 stated in the Schedule
Excess:	GBP 5,000 for each occurrence.

To initiate the Crisis Containment Service, telephone 0203 137 8749 at any time day or night, including weekends, and provide details of the Insured and the Company noted in this Policy.

Conditions

1. **Interpretation**

This Policy and the Schedule shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. **Choice of Law**

Subject to the prior application of Condition 11, with respect to amounts paid under this Policy, this Policy of insurance shall be governed by and construed in accordance with the laws of England and Wales and the Commercial Court, King's Bench Division of the High Court of Justice, Royal Courts of Justice, The Strand, London WC2A 2LL shall have exclusive jurisdiction in respect of any dispute arising under or in connection with this Policy, including any dispute as to the formation or validity of the Policy.

3. **Survey**

The Company or a representative of the Company is permitted to undertake a survey of the Insured's premises. If this option is exercised by the Company, it shall produce a survey report for the Company.

Between inception of this Policy and the production of the survey report, the terms, Conditions and Exclusions of this Policy remain unaltered.

In the event that the survey report is unsatisfactory to the Company, the Company shall have the right to:

a) amend the Policy terms, Conditions or Exclusions and / or require completion of risk improvements issued in writing by the Company within a defined period

If the Company elects to change the terms in accordance with a) above, the Insured may:

i) terminate the Policy within 30 days of receipt of the revised terms by giving notice in writing to the Company; or

ii) continue the Policy at the revised terms for the remainder of the Period of Insurance

b) terminate the Policy by serving not less than 30 days' notice in writing to the Insured and the broker at the address of the Insured as shown in the Schedule of this Policy.

In the event of termination of the Policy under this Survey Condition:

(1) premium is due to the Company on a pro rata basis for the period that the Company is on risk; or

(2) if premium for the Period of Insurance has been paid to the Company, the Insured shall be entitled to pro rata return of premium for the unexpired Period of Insurance.

4. **Precautions**

The Insured shall at their own expense take all reasonable precautions to prevent occurrences which may give rise to liability under this Policy and all reasonable steps

4.1 to comply with all applicable statutory requirements and to maintain their ways works machinery plant and premises in good order and repair

4.2 to ensure that their Products are free from defect and fit for the purposes intended and comply with all statutory obligations and regulations imposed by any authority before possession thereof is relinquished to others

4.3 to remedy any defect or danger upon discovery thereof and take such additional precautions as the circumstances may require

4.4 in the selection of employees.

5. **Claims Procedure**

In the event of any occurrence giving rise to or which may give rise to a claim under this Policy

5.1 the Insured shall

a) give immediate written notice thereof (and full particulars of the occurrence) to the Company

b) notify the Company in writing immediately they shall have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any occurrence for which there may be liability under this Policy

c) forward to the Company immediately on receipt every claim notice letter verbal notice of claim or other originating process or any other document served on the Insured

d) give all such information and assistance as the Company may require within such time limits as are specified by the Company

5.2 the Insured or any other party who may be entitled to indemnity under this Policy shall NOT negotiate admit liability or make any promise payment or settlement without the Company's written consent

5.3 the Company shall be entitled

a) if and so long as it desires, to take over and to have the sole conduct and control of any claim and legal proceedings or alternative disputes resolution relating thereto in the name of the Insured and shall have full discretion in the settlement of any claim

b) to prosecute in the name of the Insured but for the Company's benefit any claim for compensation or indemnity.

6. **Discharge of Liability**

The Company may at its sole discretion in respect of any occurrence or occurrences covered by this Policy pay to the Insured the Limit of Liability applicable to such occurrence or occurrences (but deducting therefrom any sum or sums already paid), or any lesser sum for which the claim or claims arising from such occurrence or occurrences can be settled and the Company shall thereafter be under no further liability in respect of such occurrence or occurrences except for the payment of Costs and Expenses incurred prior to the date of such payment and for which the Company may be responsible hereunder (unless the Limit of Liability is stated to be inclusive of Costs and Expenses).

If any award or settlement in respect of any claim exceeds the applicable Limit of Liability, then the liability of the Company in respect of related Costs and Expenses where these are payable in addition to the Limit of Liability shall be limited to an amount that is in the same proportion as the Company's contribution to such award or settlement.

7. **Non-Contribution**

If at the time of the happening of any occurrence covered by this Policy, there is any other existing insurance whether effected by the Insured or not covering the same liability the Company shall not be liable to indemnify the Insured in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

8. **Premium Adjustment**

If the first and renewal premiums under this Policy have been calculated (wholly or in part) upon estimates furnished by the Insured, the Insured shall keep proper records containing all particulars relative thereto and the Company shall be allowed to inspect such records at all reasonable times. The Insured shall within one month from the expiry of each Period of Insurance supply to the Company such particulars as the Company may require, whereupon the premium for such period shall be adjusted and the difference paid by or allowed to the Insured as the case may be, subject to any Minimum Premium specified in the Schedule.

9. **Cancellation**

The Company may cancel this Policy by sending not less than 30 days' notice thereof by recorded delivery letter to the Insured at the Insured's last known address. In such event the Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of Insurance from the effective date of cancellation or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.

Where any premium payable by direct debit instalments is not received, the Company will request payment for that unpaid premium in writing. If payment is not received within 15 days of that request, the Policy will be cancelled with effect from the date on which the initial unpaid direct debit was due.

10. **Contracts (Rights of Third Parties) Act**

A person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of this Policy. This Condition does not affect any right or remedy which exists or is available apart from that Act.

11. **Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration under ARIAS Arbitration Rules.

The Arbitration Tribunal shall consist of three arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two appointed arbitrators.

The third member of the Tribunal shall be appointed as soon as practicable (and no later than twenty eight (28) days) after the appointment of the two party-appointed arbitrators. The Tribunal shall be constituted upon the appointment of the third arbitrator.

The arbitrators shall be persons (including those who have retired) with not less than ten (10) years' experience of insurance or reinsurance within the industry or as lawyers or other professional advisers serving the industry.

Where a party fails to appoint an arbitrator within fourteen (14) days of being called upon to do so or where the two party-appointed arbitrators fail to appoint a third within twenty eight (28) days of their appointment, then upon application ARIAS (UK) will appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or arbitrators in default may make such appointment.

The Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions.

The seat of arbitration shall be London.

The proper law of this contract shall be the law of England and Wales.

Data Protection

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: https://www.chubb.com/uk-en/footer/privacy-policy.html.

You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at dataprotectionoffice.europe@chubb.com.

Making a Claim

Making a Claim below is for information purposes only and does not form part of the Policy.

Please refer to Condition 5 in respect of any incident which may give rise to a claim for full details of the claims procedure and conditions.

In order to report a claim, please contact our dedicated Claims team on:

Telephone: 0345 841 0059

Online: https://www.chubb.com/uk-en/claims/report-a-claim.html

Email: uk.claims@chubb.com

Post: Chubb Claims Department
The Sentinel Building
103 Waterloo Street
Glasgow, G2 7BW

Complaints Procedure

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you wish to make a complaint, please contact the intermediary who arranged this insurance for you or our Customer Relations Department at:

Chubb Complaints Team,
The Sentinel Building,
103 Waterloo Street, Glasgow,
G2 7BW

Telephone: 0800 519 8026

Email: customerrelations@chubb.com

You may be able to approach the Financial Ombudsman Service for assistance if you are unhappy with our final response to your complaint or if your complaint remains unresolved eight weeks from the date of making the complaint. Any approach to the Financial Ombudsman Service must be made within six months of our final response to you.

Their contact details are given below. A leaflet explaining the procedure is available on request.

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square,
London, E14 9SR
Email: complaint.info@financial-ombudsman.org.uk
Telephone: +44 (0)300 123 9 123
www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

In the unlikely event of us being unable to meet our liabilities, policyholders who are located in the UK, Channel Islands, Isle of Man or Gibraltar (or who have risks located in these jurisdictions) may be entitled to compensation under the Financial Services Compensation Scheme.

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY
Call: 0800 678 1100
International: +44 (0)20 7741 4100
Website: www.fscs.org.uk

Regulatory Disclosure

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 40 Leadenhall Street, London, EC3A 2BJ. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).

Contact Us

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