



# Combined Liability

INSURANCE POLICY



**Irwell**

INSURANCE COMPANY LIMITED

Scan to activate your  
SafeCheck benefit



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## Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions applicable to all **Sections** and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**.
- All titles and headings in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neutral.

# Contract of Insurance

## Introduction

Thank you for purchasing Combined Liability Insurance from Irwell Insurance Company Limited.

This **Policy** provides an extensive range of potential cover arranged in **Sections**. It is designed to allow **You** and/or **Your** insurance adviser to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around.

**Your Policy** is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

**We** (the **Insurer**) have given written delegated authority to our **Binding Underwriter** to underwrite on **Our** behalf. Details of the **Insurer(s)**, **Binding Underwriter** and Unique Market Reference number are as stated in the **Schedule**.

It is important that **You**:

- read and review any information **You** or **Your** insurance adviser provide to **Us**, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, and **Limits of Indemnity** are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return for correction to, if applicable, **Your** insurance adviser or to **Our Binding Underwriter**.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it.

## Choice of Law

This **Policy** is a legal contract between **You** and **Us**. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise, this **Policy** will be governed by English law and subject to the exclusive jurisdiction of the English courts.

## Our Liability

**Our** liability under this contract is several and not joint with other insurers that may be party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

## The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent claims.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

## Your Duty of Fair Presentation

**We** have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**);
- the information **You** provide, including **Your** answers to any Statement of Fact and all other information **You** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

**Your** duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty **We** would not have entered this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid;
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
  - a) **We** would not have entered this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid;
  - b) **We** would only have entered this **Policy** on different terms, **We** will be entitled to:
    - I. treat this **Policy** as if it had been entered into on those different terms;
    - II. reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We**, **Our Binding Underwriter** and/or **Your** insurance adviser will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

## Notifying any changes during the policy period

**Your** failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information you declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Our Binding Underwriter** as soon as reasonably practicable.

**We** will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.

## Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions and General Exclusions (which appear after the Sections) include duties which apply to more than one **Section**.

**You** must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part.

The Making a Claim Section includes duties relating to the claim process.

## Conditions Precedent to our Liability

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to **Our** liability.

Any conditions precedent to **Our** liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

## Non-payment of premium

In the event that **You** do not pay the promised premium to **Your** insurance adviser or **Us** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

If **Your Policy** is cancelled, **We** or **Our Binding Underwriter** will send **You** a letter of cancellation to **Your** last known address.

## Compliance with Terms and Conditions

**You** must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach.

## Peninsula SafeCheck

As a new customer, in conjunction with the Peninsula Group, **We** are providing **You** with a health and safety review of **Your** business; the review being conducted through video.

The video review enables Peninsula to deliver this review service to **You** with minimal disruption.

The SafeCheck Consultant engages with **You**, wherever **You** are, to carry out **Your** review.

### What does the Video SafeCheck comprise of?

The SafeCheck Consultant connects with **You** via Video technology, which includes a:

- H&S Documentation Review
- Questions, Advice & Solutions regarding **Your** work activities
- Tour of **Your** premises (via live, web streaming technology)

At the conclusion of the review the SafeCheck Consultant will provide **You** with a presentation of the findings.

The Peninsula Group will not share the outcome of any SafeCheck with **Us**.

### What are the key stages and outcomes?

- Step 1 Making **Your** video appointment, at a time that suits **You**
- Step 2 Peninsula's SafeCheck experts reviewing **Your** pertinent documentation (and any photographs) prior to the appointment
- Step 3 Carrying out the SafeCheck, including a presentation of the document review findings and even a remote tour of **Your** workplace
- Step 4 Answering **Your** Health and Safety questions and offering best practice solutions
- Step 5 Providing full feedback to **You**, via the SafeCheck Report.

**You** can contact the Peninsula SafeCheck team to activate this inclusive benefit and arrange the appointment by calling them directly on **0844 892 2486**, or by scanning this QR Code and requesting a call-back:



### Who are Peninsula?

Peninsula have been providing professional expertise and services to UK businesses since 1983, initially via employment law and health & safety and over the years expanding the range of services to meet the needs of business owners. Peninsula help UK small and medium sized businesses, taking care of the details with the kind of expertise and professional backup that larger companies take for granted.

## Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

### Our Claims Commitment to You

**We** aim to provide **You** with an efficient and easy to use claims service. To do this, **We** may use specially selected companies to deal with **Your** claim on **Our** behalf.

**We** will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

### Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above **We**:

- a) shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- b) need not return any premium paid.

## Claim Conditions and How to Report a Claim applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

### Conduct and Control of Claims

**You** must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);
4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent;
6. not waive any subrogation rights against a third party without **Our** prior written consent;
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested by **Us**;
9. not abandon property except as authorised or required by **Us**;

### Defence and Discharge of Claim

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

### Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this shall be referred to and finally resolved by arbitration under the LCIA (London Court of International Arbitration) Rules, which Rules are deemed to be incorporated by reference to this clause.

The number of arbitrators shall be one.

The seat, or legal place, of arbitration shall be London.

The language to be used in the arbitral proceedings shall be English.

The governing law of this **Policy**, and which shall be applied by the arbitrator to any dispute, is the substantive law of England.

### Subrogation

**We** are entitled to in **Your** name:

1. against another person prior to or after **We** have paid a claim; take the benefit of **Your** rights
2. or settlement of a claim against **You** by another person. take over the conduct, defence

**You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above.

## How to Report a Claim applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler DWF Claims Management & Adjusting, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser or **Our Binding Underwriter** to do this on **Your** behalf.

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937  
Email: [irwell@dwfclaims.com](mailto:irwell@dwfclaims.com)

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

### What to do in the event of a claim

**You** should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

**You** should not admit liability even if asked to do so by a third party.

**You** shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

## How to Complain

### If your complaint is about the way a Policy was sold to you

If **You** complaint is about the way a **Policy** was sold to **You**, please contact the insurance adviser who sold the **Policy** to **You**.

### If your complaint is about your claim

**We** are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: [complaints@irwell.co.uk](mailto:complaints@irwell.co.uk)  
Telephone: 0344 892 0164

**We** will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

### Referring your complaint to the Financial Ombudsman Service

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

Further information can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction.

The service they provide is free and impartial.

### You can contact the Financial Ombudsman Service using the following details:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone: 020 7964 1000  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure does not affect **Your** legal rights.

## Financial Services Compensation Scheme

The **Insurer** is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

FSCS contact details:

Financial Services Compensation Scheme  
PO Box 300  
Mitcheldean  
GL17 1DY

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Telephone (for UK callers): 0800 678 1100 (freephone)  
Telephone (for callers from abroad): +44 (0) 20 7741 4100  
Web: [www.fscs.org.uk](http://www.fscs.org.uk)

## How do I cancel this insurance policy?

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your** insurance adviser or writing to **Our Binding Underwriter**.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

## Your Cancellation Rights

### Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

### During the cooling-off period of fourteen (14) days

**You** have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this **Policy** please write to **Your** insurance adviser or **Our Binding Underwriter** to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
- where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium; alternatively
- where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.

- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

### After the cooling-off period

**You** may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or **Our Binding Underwriter**.

- Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

## Our Cancellation Rights

**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing.

**We** will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**.
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;
4. **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** may incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance.

If **We** decide to cancel this **Policy** **We** or **Our Binding Underwriter** will do so by sending **You** a letter of cancellation to **Your** last known address.

## Important Information

The insurance provided by this **Policy** is underwritten by Irwell Insurance Company Limited who are registered in England, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. PRA Registration No. 202897.

### Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company.

This notice should be read in conjunction with **Our** products terms and conditions. The specific company also acting as a data controller of **Your** personal information will be listed in the **Policy** documentation we provide to **You**.

Irwell Insurance Company Limited may process Personal Data in order to arrange **Your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

Irwell Insurance Company Limited may share Personal Data with Peninsula Business Services Limited (including **Your** name, telephone number and address). **We** are sharing **Your** data to enable **Us** to fulfil a contractual obligation **We** have to **You**. Peninsula Business Services Limited provide and administer SafeCheck and will contact **You** to provide this service. Peninsula Business Services Limited will not share the outcome of any SafeCheck with **Us**. If **You** have any concerns about the way in which **Your** data is being handled by **Us** please get in touch:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Telephone: 0344 892 0118  
Email: data.protection@irwell.co.uk

#### What personal information do we collect and use?

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your Policy** or claim.

This information once gathered may form part the underwriting of the **Policy** or form part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **Our** notice.

#### How long will we keep your data for?

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention **Policy**. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **Your** claim, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

#### Will your data leave the United Kingdom?

**We** may store, process or transfer information **We** collect about **You** to destinations outside of the United Kingdom ("UK"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

# Policy Cover

## General Definitions applicable to All Sections

Certain words have specific meanings when they appear throughout this **Policy**. They are printed in bold type.

Each **Section** of the **Policy** contains definitions which apply to that particular **Section** and they must be read in conjunction with the following General Definitions.

### Aggregate

Is the total amount **We** shall pay in any one **Period of Insurance** for any and all claims.

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.

### Authority

Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local authority, or European Union Directive, within the **Territorial Limits**.

### Binding Underwriter

Is the legal entity which **We** have authorised under contract to underwrite and bind insurance on **Our** behalf, their details are stated in the **Schedule**.

### Bodily Injury

Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).

### Business

As described in the **Schedule** conducted within the **Territorial Limits** including:

1. the ownership maintenance and repair of **Premises** owned or occupied by **You**;
2. **Your** provision and management of canteen sports social or welfare organisations for the benefit of **Employees** and ambulance first aid fire medical and security services;
3. **Your** participation in exhibitions;
4. the execution of private duties undertaken with **Your** prior written consent by **Employees** for any **Business Partner**, or director of **Yours**.

### Business Partner

Any person in business with **You** under the terms of a partnership agreement whether express or implied or under legislation.

### Communicable Disease

- 1) Coronavirus being
  - a) Any coronavirus or
  - b) Any disease caused by any coronavirus; or

- c) Any mutation or variation of any coronavirus or of any disease caused by any coronavirus
- 2) Any other infectious disease in humans which has been determined or declared to:
- a) Constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time) and/or:
  - b) An outbreak identified as a major health incident in the United Kingdom, for which a scientific Advisory Group for Emergencies has been activated by the Cabinet office Briefing Room

### Damage

Physical loss, destruction or damage to tangible property.

### Employee

1. Person under a contract of service or apprenticeship with **You**; and
2. Upon the written confirmation of the first named party stated in the **Schedule** any person whilst working for **You** in connection with **Your Business** who is a:
  - a) person who is hired to or borrowed by **You**;
  - b) person engaged by **You** in connection with work experience or training scheme;
  - c) labour master or person supplied by him under **Your** control or supervision;
  - d) self-employed person working on a labour only basis under **Your** control or supervision;
  - e) voluntary helper;
  - f) person working under a community service order made pursuant to criminal justice legislation.

### Endorsement

A written attachment forming part of this **Policy** noting any modifications or amendments in this **Policy**.

### Excess

The first amount as stated in this **Policy** or **Schedule** payable by **You** in relation to each and every claim under this **Policy**.

### Limit of Indemnity

The maximum amount **We** will pay as stated in the **Schedule**.

### North America

Means the United States of America or Canada or their territories, possessions or protectorates.

### Notifiable Asbestos

Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.

### Offshore

From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to offshore installations until the time of final disembarkation from a vessel or aircraft from such offshore installations onto land.

### Period of Insurance

The period shown as stated in the **Schedule** both days inclusive.

### Policy

The contract of insurance comprises of, the **Schedule**, terms, exclusions, conditions, applicable active policy **Sections** together with **Endorsements**.

### Premises

The **Buildings** and the land inside the boundaries at the risk address(es) stated in the **Schedule** used for the **Business**.

### Products

Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on **Your** behalf, in connection with the **Business** and no longer in **Your** charge or control.

### Schedule

Attaching to this **Policy** which incorporates **Your** details and the scope of coverage provided by this **Policy**.

### Section

That part of this **Policy** which states the detail of the coverage provided and shown as operative in the **Schedule**.

### Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### We/Us/Our/Insurer

**Irwell Insurance Company Limited** or any person appointed by **Us** and authorised to act on **Our** behalf in relation to this **Policy**.

### You/Your/Yourself/Insured

The person, company or any other legal entity stated in the **Schedule** together with any other additional parties named and agreed by **Us**. In the event of the death of any person, their personal representatives, but only in respect of legal liability incurred in connection with the **Business**.

# Section 1 – Employers’ Liability

## What is covered

We will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employees** arising out of and in the course of their employment by **You** in the **Business** within the **Territorial Limits**.

We will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- a) in defence of any claims;
- b) for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

Extensions:

The insurance coverage provided by this **Section** is extended to include the following:

### 1. Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos

Legal liability for **Bodily Injury** to **Employees** caused by or arising from Non Notifiable and/or accidental discovery of **Notifiable Asbestos** or materials suspected to be **Notifiable Asbestos** when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.

**You** must ensure that:

- a) all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be **Notifiable Asbestos** ceases immediately upon discovery until the

## What is not covered

We shall not be liable under this **Section** for:

### 1. Offshore Exclusion

**Bodily Injury** to any **Employee** which arises out of **Offshore** work other than when specified in the **Schedule** as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

### 2. Repatriation Costs Exclusion

- a) any medical costs or medical expenses;
- b) any repatriation costs or repatriation expenses;

incurred by any **Employee** whilst outside the **Territorial Limits**.

### 3. Road Traffic Act Exclusion

**Bodily Injury** to any **Employee** to the extent that compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

### 4. Terrorist Acts Exclusion

**Bodily Injury** to any **Employee** which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

composition of all such materials is established;

- b) any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of **Notifiable Asbestos** is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover **You** for all liability arising out of such work;

**Our** liability to pay compensation including costs and expenses in respect of any **Asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

For the purposes of the cover provided by this extension, General Exclusions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability) number 1. (Asbestos) shall not apply.

## 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## 3. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a) any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii) **We** have full conduct and control of the claim.
- iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

#### 4. **Non-Manual Work Overseas and Manual Work in the European Economic Area**

Legal liability in respect of **Bodily Injury** caused outside of the **Territorial Limits** to **Employees** ordinarily resident and under a contract of employment or apprenticeship entered into within the **Territorial Limits** when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area geographical limits.

This extension does not provide any coverage:

- a) for **Offshore** work of any kind.
- b) required to comply with local labour laws or workers compensation act coverage requirements outside of the **Territorial Limits**.

#### 5. **Unsatisfied Court Judgments**

**We** will, at **Your** request, pay costs and damages to any **Employee** or their personal representative, which remain unpaid six (6) months after the date a judgment for **Bodily Injury** to the **Employee** which was obtained against another party domiciled within the **Territorial Limits**.

Payment will only be made where:

- a) the **Bodily Injury** was caused in the course of **Your Business** and during the **Period of Insurance**;
- b) the judgment was made in a court within the **Territorial Limits**;
- c) there is no appeal outstanding to the judgment;
- d) the **Employee** or their personal representative assigns the judgment debt to **Us**.

#### 6. **Wage Replacement following a RIDDOR reportable incident**

The following definitions apply to this extension in addition to those included in the **Policy** which are applicable to **Sections 1, 2 and 3**:

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

**Bodily Injury** – As defined in the **Policy** as **Injury** but not any illness or disease that is gradual in its development or is the result of exposure to **Asbestos**.

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

**Injured Person** – The **Employee** who has sustained a **RIDDOR** reportable accident in the workplace and has been selected by the **Insured** to be the subject of a **Wage Replacement Claim** request.

**Investigation** – The preliminary process which is designed to be completed within 14 days of a claim notification and by which **We** determine whether the **Circumstances** will give rise to a legal liability.

**RIDDOR** – Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, which puts duties on the **Business** to report certain serious workplace accidents, occupational diseases and specified dangerous occurrences.

**Wage Replacement Claim** – A notification from the **Insured** of a **RIDDOR** reportable accident in the workplace where a decision has been made by the **Insured** to contribute to pay **Wages** to the **Injured Person** during **Absence**.

**Wages** – Payment equivalent to normal pay including overtime and bonus calculated as a monthly average over the preceding twelve-month period.

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

Provided always that:

- a) The **Circumstances** are notified as a **Wage Replacement Claim** within 21 days of knowledge of the incident to:

DWF Claims Management & Adjusting  
Redcliff Quay  
120 Redcliff Street  
Bristol  
BS1 6HU

Claims telephone: 0344 892 3937  
Email: irwell@dwfclaims.com

- b) Where the **Insurer's Investigation** deems that on the balance of probabilities a liability will attach to the **Insured** this extension shall indemnify for a maximum period of 52 weeks



- from the date of commencement of the **Absence**.
- c) **Wages** paid by the **Insured** prior to determination of liability by **Us** shall be limited to a maximum of 28 days **Absence** where **Our** subsequent **Investigation** deems that on the balance of probabilities no liability will attach.
  - d) In the event of **Absence** not exceeding 30 consecutive days the indemnity will be subject to a £750 **Excess**.
  - e) The **Insured** shall assist in providing any reasonable programme of rehabilitation to the **Injured Person** at **Our** expense and at **Our** reasonable request the **Insured** will discontinue **Wages** payments should the **Injured Person** refuse to submit to such a programme without good reason or fails to provide evidence in support of continues **Absence**.
  - f) The **Insured** will submit a schedule of **Wages** paid to the **Insured Person** at 90 day intervals to **Us** and **We** will reimburse the **Insured** upon presentation and approval of a schedule of **Wages** paid.
  - g) **We** may cease reimbursing **Wages** under this extension at any stage should:
    - i) Evidence become available indicating that on the balance of probabilities no liability will attach to the **Insured**
    - ii) The **Insured** breach any term or condition of this **Policy**
    - iii) The **Insured** fail to cooperate with **Our** reasonable requests

**Our** intention to cease reimbursing **Wages** under this extension shall be notified to the **Insured** in writing.
  - h) At **Our** request the **Insured** shall use their best endeavours to obtain a signed medical consent form from the **Injured Person** in the format prescribed by **Us** upon completion of the **Investigation**.
  - i) This extension does not apply in respect of **Injury** sustained by **Employees** of the **Insured** whilst working permanently outside Great Britain Northern Ireland the Isle of Man or the Channel Islands.
  - j) This extension does not confer any rights to an **Employee**.
  - k) This extension does not apply in respect of any **Communicable Disease**.

## Conditions applicable to Section 1 – Employers’ Liability

### 1. Provisions of Compulsory Law

The indemnity provided by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **Employees** within the **Territorial Limits** but **You** agree to repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

### 2. Certificate of Employers’ Liability Insurance

If this **Policy** or this **Section** is cancelled, any Certificate of Employers’ Liability Insurance shall be similarly cancelled from the same date.

### 3. Personal protective equipment for employees and provision of work equipment

- a) **You** shall ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- b) **You** must hold for **Our** inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER).

### 4. Compliance with government guidance regarding working safely during a pandemic.

**You** shall ensure compliance, as far as reasonably practicable, with the latest government guidance on working safely during a pandemic, including the COVID-19 pandemic, this shall include:

- a) completing a suitable and sufficient assessment of the risks in the workplace and reviewing and updating (where required), when government guidance changes.
- b) identifying suitable and sufficient control measures to manage that risk
- c) implement sufficient control measures to manage the risk
- d) providing information and instruction to **Employees** and those visiting **Your Premises**

## Section 2 – Public Liability

### Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the general definitions and a **Section 2** definition, the definitions in **Section 2** shall prevail.

#### Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

| What is covered   | What is not covered   |
|---|---|
| <p><b>We</b> will cover <b>You</b> for all sums which <b>You</b> may become legally liable to pay as compensation including claimants costs and expenses in respect of:</p> <ol style="list-style-type: none"> <li>1. accidental <b>Bodily Injury</b> to any person other than an <b>Employee</b>;</li> <li>2. accidental <b>Damage</b>;</li> <li>3. accidental trespass, accidental nuisance;</li> <li>4. charges of wrongful arrest or malicious prosecution brought against <b>You</b> arising out of any allegation of shoplifting at <b>Your Premises</b>;</li> </ol> <p>occurring during the <b>Period of Insurance</b> within the <b>Territorial Limits</b> in connection with the <b>Business</b>.</p> <p><b>We</b> will also pay <b>Your</b> costs and expenses incurred with <b>Our</b> prior written consent:</p> <ol style="list-style-type: none"> <li>a) in defence of any claims;</li> <li>b) for representation at any coroners inquest in respect of any death;</li> </ol> <p>which may be the subject of indemnity under this <b>Section</b>.</p> <p>For the purposes of this <b>Section</b> (including any applicable <b>Limit of Indemnity</b>) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.</p> <p>The most <b>We</b> will pay is the <b>Limit of Indemnity</b> as stated in the <b>Schedule</b> for any one occurrence, inclusive of all costs and expenses.</p> <p>Extensions:</p> <p>The insurance coverage provided by this <b>Section</b> is extended to include the following:</p> | <p><b>We</b> shall not be liable under this <b>Section</b> for the following:</p> <ol style="list-style-type: none"> <li><b>1. Aircraft and Watercraft Exclusion</b><br/><b>We</b> do not cover legal liability arising from <b>You</b> owning, possessing or using any: <ol style="list-style-type: none"> <li>a) aircraft, drones and other aerial devices;</li> <li>b) watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).</li> </ol> </li> <li><b>2. Airside &amp; Airport Exclusion</b><br/><b>We</b> do not cover legal liability arising in connection with any work undertaken in or on: <ol style="list-style-type: none"> <li>a) aircraft, drones and other aerial devices;</li> <li>b) any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.</li> </ol> </li> <li><b>3. Contractual Liability Exclusion</b><br/><b>We</b> do not cover legal liability assumed by <b>You</b> under a contract or agreement unless such liability would have attached to <b>You</b> in the absence of the contract or agreement.</li> <li><b>4. Custody and Control Exclusion</b><br/><b>We</b> do not cover legal liability for any property in <b>Your</b> care, custody or control, other than: <ol style="list-style-type: none"> <li>a) <b>Employees'</b> or visitors' personal effects. The maximum <b>We</b> shall pay is two thousand five hundred pounds (GBP2,500) in the <b>Aggregate</b>.</li> <li>b) Any premises (including contents) not being premises owned leased or rented to <b>You</b> which</li> </ol> </li> </ol> |

### 1. Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a) Part 2 of the Consumer Protection Act 1987; or
- b) Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i) any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii) fines or penalties of any kind;
- iii) proceedings or appeals in respect of any deliberate act or omission.

### 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

### 3. Defective Premises Act 1972

**We** shall pay **You** in respect of **Your** legal liability incurred by **You** in connection with **Your Business** under section 3 of the Defective Premises Act 1972.

This extension shall not apply to the cost of rectifying any damage or defect in the **Premises** or land disposed of.

### 4. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a) any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b) any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their

are temporarily occupied by **You** for the purpose of carrying out work in or to such premises.

### 5. Damage to Owned Leased or Rented Premises Exclusion

**We** do not cover legal liability for:

- a) **Damage** to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to **You** if liability for **Damage** is assumed by **You** under a lease or other agreement unless such liability would have attached in the absence of such agreement;
- b) **Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to **You** or otherwise in **Your** care, custody or control.

### 6. Damage to Property Worked Upon Exclusion

**We** do not cover legal liability for **Damage** to the part of the property or article being worked upon and any consequential loss arising from **Damage** to the part of the property or article.

### 7. Defamation Libel and Slander Exclusion

**We** do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

### 8. Defective Workmanship Exclusion

**We** do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by **You** or anyone working on **Your** behalf.

### 9. Fungus Toxic Mould and Mildew Exclusion

**We** do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by mould or fungi) or:

- a) for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- b) any obligation or duty to defend any actions arising out of or resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or

respective capacity as such;  
Provided that:

- i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii) **We** have full conduct and control of the claim.
- iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

#### 5. Indemnity to Principals

**We** shall, at **Your** request, cover any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising solely from the negligent performance of work by **You** for such principal.

To qualify for indemnity under this extension:

- a) **We** shall retain sole conduct and control of any claim; and
- b) the principal shall observe and fulfil the requirements of this **Policy**, in so far as they can apply.

#### 6. Motor Contingent Liability

**We** shall cover **You** for **Your** vicarious legal liability arising out of the use in the course of the **Business** of any **Vehicle** which is neither **Your** property, nor provided by **You**.

This extension of cover shall not apply:

- a) for loss, destruction or damage, to such **Vehicle** or any property contained within it;
- b) whilst **You** are driving the **Vehicle**;
- c) to the **Vehicle** being driven with **Your** consent by any person who does not hold a licence to drive the **Vehicle**;
- d) for legal liability arising outside the **Territorial Limits**;
- e) to the ownership, possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### 7. Overseas Business and Personal Liability

**We** shall cover legal liability arising under any applicable jurisdiction for **You**, any of **Your** directors, **Business Partners** or **Employees** while temporarily outside of the **Territorial Limits** in connection with the **Business** and in a personal capacity provided **We**

spores or any other substance or product produced or released by moulds or fungi).

#### 10. Hazardous Substances Exclusion

**We** do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated biphenyls and any materials or products containing such substances; and
- b) any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

#### 11. Injury to Employees Exclusion

**We** do not cover legal liability in respect of **Bodily Injury** to any **Employee**.

#### 12. Motor Liability Exclusion

**We** do not cover legal liability arising out of the ownership possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

#### 13. Products Exclusion

**We** do not cover legal liability arising out of **Products**.

#### 14. Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

#### 15. Use of Heat Away from your Premises Exclusion

**We** do not cover legal liability arising from any work by **You** or on **Your** behalf away from **Your Premises** involving the use of heat, naked flame, welding equipment or angle grinders.

are not prohibited from doing so under any local statute or ordinance.

This extension of cover shall not apply:

- a) to legal liability arising out of the ownership or tenure of any land or building outside of the **Territorial Limits**;
- b) to **North America**, except in respect of non-manual work and activities, subject to the following additional limitations:
  - i) excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the atmosphere caused by the discharge, dispersal, release or escape of pollutants;
  - ii) excluding payment for punitive, aggravated or exemplary damages;
  - iii) the **Limit of Indemnity** shall be inclusive of all costs and expenses.

## Conditions applicable to Section 2 – Public Liability

### 1. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion applicable to Sections 1, 2 and 3 for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 2** (Public Liability) and 3 (Products Liability).

### 2. Excess applicable to Section 2

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## Section 3 – Products Liability

### What is covered

We will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental **Bodily Injury** to any person other than an **Employee**;
2. accidental **Damage**;

occurring anywhere in the world in accordance with any applicable jurisdiction other than **North America** provided **We** are not prohibited from doing so under any local statute or ordinance, during the **Period of Insurance** arising out of **Products** supplied by **You** from **Your Premises** within the **Territorial Limits**.

We will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- a) in defence of any claims;
- b) for representation at any coroner's inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence or series of occurrences and in the **Aggregate**, inclusive of all costs and expenses for any one **Period of Insurance**.

Extensions:

The insurance coverage provided by this **Section** is extended to include the following:

#### 1. Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- a) Part 2 of the Consumer Protection Act 1987; or

### What is not covered

We shall not be liable under this **Section** for the following:

#### 1. Aircraft and Watercraft Exclusion

We do not cover legal liability arising from **You** owning, possessing or using any:

- a) aircraft, drones and other aerial devices;
- b) watercraft or other vessels (other than small vessels of 3 metres or less on inland waterways).

#### 2. Contractual Liability Exclusion

We do not cover legal liability assumed by **You** under a contract or agreement unless such liability would have attached to **You** in the absence of the contract or agreement.

#### 3. Failure of Product Exclusion unless due to manufacturing defect

We do not cover legal liability arising from:

- a) the failure of a **Product** for its intended purpose arising out of design or formulation unless such failure is due to an unintentional error in the manufacture or assembly of the **Product**;
- b) any warranty or guarantee in respect of the **Product** or its performance.

#### 4. Fungus Toxic Mould and Mildew Exclusion

We do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:

- a) for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- b) any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or

- b) Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

**We** will not pay for:

- i) any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii) fines or penalties of any kind;
- iii) proceedings or appeals in respect of any deliberate act or omission.

## 2. Court Attendance Costs

**We** will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- a) any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- b) any **Employee**: daily rate two hundred and fifty pounds (GBP250).

## 3. Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- a. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- b. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i) such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii) **We** have full conduct and control of the claim.
- iii) **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

spores or any other substance or product produced or released by moulds or fungi).

## 5. Hazardous Products Exclusion

**We** do not cover legal liability arising from:

- a) **Products** to be used in connection with or incorporated into or on any aircraft, drones and other aerial devices, airport, aerodrome, helipad or ground based aircraft control equipment;
- b) **Products** to be used in medical equipment or devices for internal, invasive and/or critical use in or on the human body;
- c) manufacture or supply of pharmaceutical and cosmetic **Products** other than retail sales;
- d) **Products** exported to **North America**.

## 6. Product Recall and Refund Exclusion

**We** do not cover legal liability arising from:

- a) the loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of any **Product**;
- b) **Damage** to any **Product** or for the costs of recall, removal, repair, alteration, replacement or reinstatement of such **Product** caused by any defect in it or the unsuitability for its intended purpose;
- c) **Damage** to or the cost of removing, reinstating, replacing or rectifying any **Product** under a separate previously completed contract.

## 7. Professional Advice and Design (for a fee) Exclusion

**We** do not cover legal liability arising from advice, error or omission in connection with instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

## Conditions applicable to Section 3 – Products Liability

### 1. Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion applicable to Sections 1, 2 and 3 for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 2** (Public Liability) and 3 (Products Liability).

### 2. Excess applicable to Section 3

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

## General Conditions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

### 1. Access

**You** shall allow **Us** access at reasonable times to examine any property insured.

### 2. Change of Risk or Interest

This **Policy** shall cease to be in force if:

1. **Your** interest in the **Business** ends, other than by death;
2. the **Business** is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless **We** otherwise agree in writing.

### 3. Compliance

To the extent that this **Policy** requires anything to be done or complied with by **You**, **You** shall provide such proof of compliance as **We** may reasonably require at **Your** expense.

Without limiting any of **Our** other rights, in the event that **You** breach any term or condition in **Your Policy**, **We** may reject or reduce claims to the extent that **Our** liability under this **Policy** has been incurred or increased by reason of the breach.

### 4. Contracts (Rights of Third Parties) Act 1999

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

### 5. Cross Liability

If more than one party is named as the **Insured**, **We** will treat each party as if a separate **Policy** had been issued to each **Insured** provided that **Our** liability to all parties indemnified shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

### 6. Data Protection

**You** should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

**You** have a right of access to, correction of, and, in certain circumstances, erasure of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

The Data Protection Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road

Manchester  
M4 4FB

Email: data.protection@irwell.co.uk  
Telephone: 0344 892 0118

## 7. Disputes with Us

- a) If there is a dispute between an **You** and **Us** over this Policy, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.
- b) Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require **You** or **Us** to pay the costs.
- c) The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.
- d) Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.

## 8. Inspection and Audit

**We** shall be permitted to inspect the **Premises** and the means of storing or recording **Your** books and records and to examine and audit **Your** books and records at any time during the **Period of Insurance**, any extension of the **Period of Insurance** and within three (3) years after the final termination of this **Policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

## 9. Other Insurance

Subject to General Exclusions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability) Clause 11 (Other Insurance), if at the time of any claim made under this **Policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

**You** shall on request provide **Us** with copies of the terms of any other insurance to which this condition or General Exclusions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability) Clause 11 (Other Insurance) may apply.

## 10. Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information and shall at any time allow **Us** to inspect such record. **You** shall within ninety (90) days after the expiry of each **Period of Insurance** furnish **Us** the relevant information, including but not limited to wage roll and turnover, as **We** may require.

The premium shall then be adjusted and the difference paid by or allowed to **You**, subject to any minimum premium required, within thirty (30) days of receipt of **Our** adjusted premium calculations.

**We** reserve the right to request **You** to supply an auditor's certificate attesting to the accuracy of any information furnished to **Us**.

Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**.

**Your** failure to declare such relevant information to **Us**, shall entitle **Us** to assess **Our** own estimate(s) if **We** so wish and calculate any further premium payment, which shall become payable by **You**.

### 11. Reasonable Precautions

**You** shall:

1. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
2. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

### 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.

### 13. Survey Requirements

**You** shall comply with all requirements which **We** may specify following any survey **We** commission in relation to **Your Business** within the time limits specified by **Us** and remain in compliance thereafter throughout the **Period of Insurance** and any subsequent **Period of Insurance**.

## General Exclusions applicable to Sections 1 (Employers' Liability), 2 (Public Liability) and 3 (Products Liability)

The following exclusions apply to **Policy Sections** 1, 2 and 3 and shall keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as exclusions of cover and do not extend the cover provided by this **Policy** in any way. These Exclusions operate in addition to the **Section** exclusions unless stated expressly not to apply.

The following General Exclusions numbered 1, 3, 4, 5, 6, 7, 9, 11 and 12 shall not apply to **Section** 1 (Employers' Liability) of the **Policy**.

#### 1. Asbestos Exclusion

This **Policy** does not cover legal liability arising from or contributed to by:

- a) the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing **Asbestos**;
- b) inhalation or ingestion of **Asbestos**;
- c) exposure to or fear of the consequences of exposure to **Asbestos**;
- d) the presence of **Asbestos** in any property or buildings or on land;
- e) investigating managing removing controlling or remediation of **Asbestos**.

#### 2. Biological or Chemical Materials Exclusion

This **Policy** does not cover legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

#### 3. Communicable Disease Exclusion

This **Policy** does not cover legal liability in respect of any claim for damages in respect of **Bodily Injury** or **Damage** arising 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**.

#### 4. Confiscation Requisition Exclusion

This **Policy** does not cover legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

#### 5. Cyber Exclusion

This **Policy** does not cover legal liability arising from:

- a) any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any **Computer System** used in connection with **Your Business**;
- b) the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your Computer System**;
- c) the denial of access or use by **You** or any authorised party to **Your Computer System**;
- d) the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- e) the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- f) actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- g) defamation, libel, slander or malicious falsehood;
- h) any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- i) the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.
- j) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data including data that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**, including any amount pertaining to the value of such data, nor shall it be considered as physical loss or damage for the purposes of this exclusion;
- k) 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**;
- l) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;
- m) 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**.

Definitions applicable to this Exclusion:

**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.

#### 6. Industries Gradual Seepage, Pollution and Contamination Exclusion

This **Policy** does not cover legal liability arising from:

- a) **Bodily Injury or Damage** to, or loss of use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **Bodily Injury or Damage** to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- c) Fines, penalties, punitive or exemplary damages associated with a) or b) above.

For the purpose of this exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

## 7. Insolvency Exclusion

This **Policy** does not cover legal liability arising out of or contributed to by **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

## 8. Material Change of Insured Risks

This **Policy** does not cover legal liability arising from or connected to a material change to **You, Your Business** or the risks insured, as compared to the situation which applied at the inception of this **Policy**, unless covered by an express extension or **Endorsement** to the **Policy**.

## 9. North America Domiciled and Jurisdiction Exclusion

This **Policy** does not cover legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America** other than to the extent cover is provided under extension 7 Overseas Business and Personal Liability of Section 2 - Public Liability.

## 10. Offshore Installations Exclusion

This **Policy** does not cover legal liability arising out of offshore installations as defined in the Health and Safety at Work etc. Act 1974 and the Offshore Installations and Pipeline Works (Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

## 11. Other Insurance

This **Policy** does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

## 12. Punitive and Exemplary Damages Exclusion

This **Policy** does not cover legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

## 13. Radioactive Contamination Exclusion

This **Policy** does not cover legal liability resulting or arising from:

- a) ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

#### 14. Terrorism Exclusion

The **Policy** does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**We** also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### 15. War Exclusion

This **Policy** does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.



**Irwell**

INSURANCE COMPANY LIMITED

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