

G A B L E

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**GABLE INSURANCE A.G.**

**Feldstrasse 16  
FL-9490 Vaduz  
Furstentum  
Liechtenstein**

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**EMPLOYERS LIABILITY POLICY**

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the Insured are the basis of and form part of this Policy.

Gable Insurance A.G. (hereinafter called "the Company") in consideration of the payment of the premium by the Insured and subject to all Terms, Definitions, Limits of Indemnity, Exceptions, Conditions and any Memoranda endorsed hereon will indemnify the Insured in the terms of this Policy against his liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business within the Territorial Limits



Signed on behalf of Gable Insurance A.G.

William Dewsall  
(Managing Director)



Jost Pilgrim  
(Director)

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**Important Notice to the Insured**  
Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. The Company should be contacted immediately if any correction is necessary

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### **Indemnity to Other Persons**

The Company will also indemnify in the terms of this Policy

1. if so requested by the Insured
  - (a) 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
  - (b) any officer or member of the Insured's social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.
2. the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

### **Indemnity to Principal**

Where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

### **Cross Liabilities**

The Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

### **Limit of Indemnity**

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

### **Costs and Expenses**

The Company will pay all other costs and expenses incurred with its written consent in diminution of the Limit of Indemnity.

## EXTENSION

### Health and Safety Defence Costs

With the consent of the Company, the Company will indemnify the Insured and also at the request of the Insured any director, partner or Employee in respect of legal costs and expenses incurred in defending any prosecution for breach of duty under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of the Policy.

Provided that the Company shall not be liable for

- (i) the payment of fines or penalties,
- (ii) legal costs and expenses in connection with any breach of duty arising from a deliberate or pre-meditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act or Order,
- (iii) any prosecution in respect of an offence which does not increase the risk of injury being sustained by Employees of the Insured in the course of their employment by the Insured,
- (iv) legal costs and expenses incurred with the consent of the Company in an appeal against a conviction resulting from a prosecution.

## EXCEPTIONS

The Company shall not provide indemnity in respect of

### 1. Radioactivity

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

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

### 2. Offshore

liability arising Offshore.

### 3. Road Traffic Act

Injury to any Employee arising when such Employee is:-

- (a) carried in or on any vehicle
- (b) entering or getting on to or alighting from a vehicle

in circumstances which require insurance or security under any road traffic legislation.

### 4. Sexual Abuse

liability arising directly or Indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

### 5. War and Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement 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(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

## **6. Asbestos / Silica**

Liability arising arising directly or Indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or materials containing asbestos or silica in whatever form or quantity.

## **CONDITIONS**

### **1. Interpretation**

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

### **2. Observance of Terms**

The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal and all information given to the Company about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **3. Reasonable Precautions**

The Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy and to comply with all statutory and other obligations and regulations imposed by any authority.

### **4. Increase in Risk**

This Policy shall be void and all premiums paid therein forfeited to the Company if the risk be materially increased without the assent of the Company being signified by endorsement hereon.

### **5. Claims**

In the event of a claim or possible claim under this Policy

(a) the Insured and/or person claiming to be indemnified shall:-

(i) notify the Company as soon as possible giving full particulars of the occurrence;

- (ii) notify the Company in writing immediately he 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;
  - (iii) forward to the Company immediately on receipt every letter, claim, writ, summons or process;
  - (iv) give all such information and assistance as the Company or its representatives may require.
- b) the Company shall be entitled
- (i) to have the sole conduct and control of any claim and legal proceedings relating thereto and the Insured and/or person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of the Company or its representatives.
  - (ii) to prosecute in the name of the Insured and/or any person claiming to be indemnified but for the Company benefit any claim for damages or indemnity.

**6. Non-Contribution**

If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall not be liable under this Policy except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

**7. Cancellation**

- (a) The Company may cancel this Policy by giving thirty days notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.
- (b) After the end of the 'cooling off period' as explained in the Key Facts document, the Insured may cancel this Policy but no return of premium will be payable by the Company.

**8. Premium Adjustment**

If the premium for this Policy has been based wholly or partly on any estimates given by the Insured the Insured shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by the Company . Within one month of the expiry of each Period of the Policy the Insured shall supply to the Company such particulars as the Company may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium under this Policy.

**9. Compulsory Insurance**

The Insurance granted by this Policy is deemed to be in accordance with the provisions of any law enacted in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any Policy Conditions by the Insured and the Company shall have paid any sum which the Company would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Company.

**10. Disputes Clause**

In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this policy shall be English law.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

**11. Several Liability**

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

**12. Incident Log Book**

The Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Company.

**DEFINITIONS**

**1. Injury** means bodily injury and includes death, illness and disease.

**2. The Business** includes

- (a) the ownership or occupation of premises by the Insured including incidental repair and maintenance;
- (b) the provision of canteen social sports and welfare organisations for the benefit of Employees;
- (c) fire, first aid and ambulance services;
- (d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.

**3. Territorial Limits** means

- (a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- (b) Elsewhere in the World where Employees of the Insured who are normally resident in (a) above are on a temporary visit on the Business of the Insured.

**4. Employee** means

- (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- (b) any labour-master and/or person supplied by him;
- (c) any person employed by a labour-only subcontractor;
- (d) any self-employed person;
- (e) any person who is hired to or borrowed by the Insured;
- (f) any driver or operator of plant hired to the Insured;
- (g) any person who is engaged under a work experience or youth training scheme

while working for the Insured in connection with the Business.

**5. Offshore** means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.

**6. Sexual Nature** means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.

**7. "Gable"** means the insurer who has issued this policy to you, and their representatives from time to time (which may include their underwriting agents, their adjusters or solicitors and other professional advisers).

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**GABLE INSURANCE A.G.**

**Feldstrasse 16  
FL-9490 Vaduz  
Furstentum  
Liechtenstein**

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**GENERAL THIRD PARTY  
(PUBLIC/PRODUCTS LIABILITY) POLICY**

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the Insured are the basis of and form part of this Policy.

In consideration of the payment of the premium specified herein, Gable Insurance A.G. (hereinafter called "the Company") will, subject to the Terms, Definitions, Exceptions and Conditions contained herein or endorsed hereon, indemnify the Insured against his liability at law for damages and claimants costs and expenses in respect of:-

- (a) Injury to any person
- (b) Damage to Property
- (c) Interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance

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

Provided that the liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule.



Signed on behalf of Gable Insurance A.G.

William Dewsall  
(Managing Director)



Jost Pilgrim  
(Director)

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**Important Notice to the Insured**  
Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully. The Company should be contacted immediately if any correction is necessary

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### **Indemnity to Other Persons**

The Company will also indemnify in the terms of this Policy

1. if so requested by the Insured
  - (a) 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
  - (b) any officer or member of the Insured's social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.
2. the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

### **Indemnity to Principal**

Where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

### **Cross Liabilities**

The Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

### **Limit of Indemnity**

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

### **Costs and Expenses**

The Company will pay all other costs and expenses incurred with its written consent:-

- (a) in addition to the Limit of Indemnity in respect of claims made against the Insured elsewhere than in the United States of America and/or Canada
- (b) in diminution of the Limit of Indemnity in respect of claims made against the Insured in the United States of America and/or Canada



## EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the Terms Conditions and Exceptions contained in this Policy

### A. Products Liability

The Company will indemnify the Insured in respect of liability arising out of or in connection with any Goods sold, supplied, repaired, serviced or tested by or through the Insured in connection with the Business.

Provided that the Company shall not be liable in respect of :-

- (i) the cost of, or expenses occurred in, the repairing replacing, recalling or making any refund in respect of such Goods.
- (ii) the failure of any Goods to fulfil their intended purpose.
- (iii) Goods sold, supplied repaired serviced or tested to the United States of America or Canada.

### B. Defective Premises Act 1972

The indemnity provided by this Policy shall extend to include liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by the Insured in connection with the Business but the Company shall not be liable in respect of:-

- (i) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- (ii) any Damage to such premises.

### C. Leased and Rented Premises

Exception 4(a) of this Policy shall not apply to Damage to premises leased, rented or temporarily occupied by the Insured.

Provided always that the Company shall not be liable in respect of

- (a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement
- (b) the first £500 of Damage caused otherwise than by fire or explosion.

### D. Motor Vehicles

Provided the Insured is not more specifically insured the Company will indemnify the Insured in the terms of this Policy against his liability at law for Injury or Damage

- 1. caused by any motor vehicle which is owned by or in possession of or being used by or on behalf of the Insured
  - (a) which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation
  - (b) whilst in use as a tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation.
- 2. happening during the act of loading or unloading of a motor vehicle.

**E. Motor Contingent Liability**

The Company will indemnify the Insured in the terms of this Policy against his liability at law for Injury or Damage arising out of the use of any motor vehicle owned by an Employee and which is being used in connection with the Business

Provided that the Company shall not be liable in respect of

- (a) liability arising when such motor vehicle is being driven
  - (i) by the Insured
  - (ii) with the general consent of the Insured by any person who to the knowledge of the Insured does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such a licence.
- (b) Damage to any such motor vehicle
- (c) any occurrence arising outside Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands

**F. Car Parks**

The Company will indemnify the Insured in respect of Damage to any motor vehicle or any contents of or accessory on such motor vehicle.

Provided always that such motor vehicle or its content or accessory is not owned by or hired by or on behalf of or lent to the Insured.

**G. Cloakrooms**

The Company will indemnify the Insured in respect of Damage to Property deposited in any cloakroom owned or operated by the Insured.

Provided that:-

- (a) such property is not owned, hired or borrowed by the Insured.
- (b) an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended.
- (c) a disclaimer notice is prominently displayed in or adjacent to the cloakroom.

**H. Locker Rooms**

The Company will indemnify the Insured in respect of Damage to Property deposited in any locker room owned or operated by the Insured.

Provided that:-

- (a) such Property is not owned, hired or borrowed by the Insured
- (b) all lockers are kept in good working order
- (c) the locker room is periodically checked by Employees
- (d) a disclaimer notice is prominently displayed in or adjacent to the locker room

## EXCEPTIONS

The Company shall not provide indemnity in respect of

**1. Contractual Liability**

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

**2. Fines, Liquidated Damages, Penalties**

liability for fines, liquidated damages or amounts under any penalty clause.

**3. Employees**

liability to any Employee in respect of Injury arising out of and in the course of his employment by the Insured.

**4. Custody or Control**

Damage to

(a) Property belonging to the Insured or in the custody or under the control of the Insured or of any Employee (other than Property belonging to guests visitors, directors, partners or Employees of the Insured):

(b) that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the Damage results from such work.

**5. Deliberate Acts**

liability caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

**6. Craft and Vehicles**

liability arising out of the ownership possession or use by or on behalf of the Insured or caused by any

(a) craft designed to travel in or through air, space or water

(b) mechanically propelled vehicles

for which no specific indemnity is provided by Extension D or E.

**7. War and Terrorism**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

(1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

(2) any act of terrorism.

For the purpose of this endorsement 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(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

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

**8. Radioactivity / Electro Magnetic Fields**

any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (c) electro magnetic fields or radiation

**9 Gradual Environmental Impairment**

- (a) any liability for or consequent upon
  - (i) Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
  - (ii) the cost of removing nullifying or cleaning up Pollutants
  - (iii) fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants

occurring within the Territorial Limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing this Policy shall cover liability otherwise excluded under paragraphs (i) and (ii) above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the Period of the Policy provided that all discharges dispersals release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Policy to have occurred at the time such incident takes place.

The liability of the Company for all damages payable in respect of all discharges dispersals release or escape of Pollutants which is deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate.

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

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

- (b) any liability for or consequent upon
  - (i) Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
  - (ii) the cost of removing nullifying or cleaning up Pollutants
  - (iii) fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants

occurring within the United States of America and/or Canada or any territory within the jurisdiction thereof.

**10. Punitive or Exemplary Damages**

liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

**11. Offshore**

liability arising Offshore.

**12. Concessionaires, Suppliers, Sub-Contractors**

liability incurred by any concessionaires suppliers or sub-contractors operating under their own trading name unless the Insured has established that the operators thereof have adequate employers and public liability insurance indemnifying the Insured as principal.

**13. Advice, Professional Services**

Liability caused by or arising from

- (a) advice, design or specification given by or on behalf of the Insured for a fee
- (b) professional services rendered by or on behalf of the Insured.

**14. Sexual Abuse**

liability arising Directly or Indirectly out of or in connection with any actual or attempted conduct or contact of a Sexual Nature.

**15. Asbestos / Silica**

Liability arising arising directly or Indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or materials containing asbestos or silica in whatever form or quantity.

**16. Electronic Date Recognition**

liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and / or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

**17. Toxic Mould**

Injury or Damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product therefrom.

**18. Computer Viruses**

Damage, including failure of any telecommunications and/or computer system caused by the introduction of a virus or similar mechanism.

## **CONDITIONS**

### **1. Interpretation**

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

### **2. Observance of Terms**

The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal and all information given to The Company about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.

### **3. Reasonable Precautions**

- i) The Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy and to comply with all statutory and other obligations and regulations imposed by any authority.
- ii) The Insured shall ensure that adequate first aid/medical facilities are kept available for use at all times.
- iii) The Insured shall inspect his premises and equipment on a regular basis and any repairs carried out if necessary.

### **4. Increase in Risk**

This Policy shall be void and all premiums paid therein forfeited to the Company if the risk be materially increased without the assent of the Company being signified by endorsement hereon.

### **5. Claims**

In the event of a claim or possible claim under this Policy

- (a) the Insured and/or person claiming to be indemnified shall:-
  - (i) notify the Company as soon as possible giving full particulars of the occurrence;
  - (ii) notify the Company in writing immediately he 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;
  - (iii) forward to the Company immediately on receipt every letter, claim, writ, summons or process;
  - (iv) give all such information and assistance as the Company or its representatives may require.
- (b) the Company shall be entitled
  - (i) to have the sole conduct and control of any claim and legal proceedings relating thereto and the Insured and/or person claiming to be indemnified shall not negotiate, admit liability or make any promise or payment without the written consent of the Company or its representatives.
  - (ii) to prosecute in the name of the Insured and/or any person claiming to be indemnified but for the Company benefit any claim for damages or indemnity.

### **6. Non-Contribution**

If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall

not be liable under this Policy except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

**7. Cancellation**

- (a) The Company may cancel this Policy by giving thirty days notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 8.
- (b) After the end of the 'cooling off period' as explained in the Key Facts document, the Insured may cancel this Policy but no return of premium will be payable by the Company.

**8. Premium Adjustment**

If the premium for this Policy has been based wholly or partly on any estimates given by the Insured the Insured shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by The Company. Within one month of the expiry of each Period of the Policy the Insured shall supply to The Company such particulars as The Company may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium under this Policy.

**9. Discharge of Liability**

The Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment the Company shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

**10. Disputes Clause**

In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this policy shall be English law.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

**11. Fire/Local Authority Approval Clause**

If the Insured has any facilities where approval of the Fire and/or the Local Authority is required it is a condition precedent to liability that such approval has been obtained and is maintained in respect of the said facilities.

**12. Several Liability**

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

**13. Excess Clause**

The Insured shall bear the amount of any excess stated in this Policy.

The Insured shall be liable for payment of the excess before the Company shall be liable to make any payment under this Policy, provided that the Company shall refund to the Insured any amount of the excess in full or in part should any claim be ultimately settled for any amount less than such excess.

For the purposes of this Policy the term "excess" shall mean the total amounts payable by the Insured in respect of damages (including costs and expenses).

**14. Emergency/Security Procedures**

The Insured shall have the following in place:-

- (a) an emergency procedure plan in the event of a fire or bomb scare
- (b) an emergency procedure plan in the event of visitors (including children) to the premises going missing
- (c) a procedure plan to prevent unruly behaviour happening on or about the premises.

**15. Incident Log Book**

The Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by The Company.

**16. Viewing Areas**

Public viewing areas must be adequately guarded particularly those above ground level to prevent accidental falling of visitors.

**17. Hirers**

The Insured shall ensure that any firm, person or body hiring the premises has his own public liability insurance.



## DEFINITIONS

1. **Injury** means
  - a) bodily injury and includes death, illness and disease
  - b) other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct
2. **Damage** means physical damage and includes physical loss
3. **Property** means material property
4. **The Business** includes
  - (a) the ownership or occupation of premises by the Insured including incidental repair and maintenance;
  - (b) the provision of canteen social sports and welfare organisations for the benefit of Employees;
  - (c) fire, first aid and ambulance services;
  - (d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.
5. **Territorial Limits** means
  - (a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
  - (b) Elsewhere in the World where directors, partners or Employees of the Insured who are normally resident in (a) above are on a temporary visit on the Business of the Insured.
6. **Employee** means
  - (a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
  - (b) any labour-master and/or person supplied by him;
  - (c) any person employed by a labour-only subcontractor;
  - (d) any self-employed person;
  - (e) any person who is hired to or borrowed by the Insured;
  - (f) any driver or operator of plant hired to the Insured;
  - (h) any person who is engaged under a work experience or youth training scheme while working for the Insured in connection with the Business.
7. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
8. **Offshore** means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.
9. **Sexual Nature** means but is not limited to sexual gratification, discrimination, coercion, harassment or pressure of any kind.
10. **Goods** means any goods or products (including any container, label, instruction or advice supplied therewith).

11. **“Gable”** means the insurer who has issued this policy to you, and their representatives from time to time (which may include their underwriting agents, their adjusters or solicitors and other professional advisers).

## COMPLAINTS PROCEDURE

If you have a complaint please contact your broker in the first instance. If the dispute remains unresolved please contact Gable on Tel: 020 7337 7460 or by email at [phil.foot@gableinsurance.com](mailto:phil.foot@gableinsurance.com)

- a) We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

If we are unable to resolve your complaint with twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

- b) If you are not satisfied with the result of Gable's internal complaints procedure we will give you our final response so that you can, if you wish, refer the matter to the Financial Market Authority Liechtenstein, Holy Cross 8, P.O. Box 684, Li-9490 Vaduz, Principality of Liechtenstein. Tel: +423 236 7373, Fax: +423 236 7374 or Email: [info@fma-li.li](mailto:info@fma-li.li)