



Employers liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Employers liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section. The meaning of defined terms that apply throughout **your policy**, and not just this section, can be found in the General introduction section of **your policy**.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred, with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

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Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme
 - e a driver or operator of hired-in plant
 - f an outworker or homeworker
 - g a prospective employee who is being assessed by **you** as to their suitability for employment
 - h a person on secondment to **you** from an overseas subsidiary company or **your** parent company whilst working within the **policy territories**
 - i a person engaged in community service working under the Criminal Justice Act 2003 or similar legislationand under **your** control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract or agreement for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under

- 1 Health and Safety
- 2 Terrorism (protection of premises)
- 3 Consumer Protection
- 4 Food Safety

legislation, enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 providing nursery, creche or child care facilities to **employed persons** where incidental to the **business**
- 3 the provision of car parking for the benefit of **employed persons**, customers and visitors
- 4 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 5 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 6 maintaining and repairing vehicles and machinery owned or used by **you**

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- 7 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 8 organisation of, attendance at and participation in exhibitions, trade shows, conferences and seminars within the **policy territories** and the European Union
- 9 organisation and sponsorship of fundraising activities and events and sponsorship of individuals
- 10 the sale or disposal of **business** assets.

Automatic acquisitions cover

We will automatically cover any newly acquired or newly formed subsidiary company of **yours** from the date of its acquisition or creation.

We will not provide cover unless

- 1 the business of the new company is of a similar nature to **yours** and falls within the business description shown in **your** schedule
- 2 the new company is domiciled within the **policy territories**
- 3 the estimated turnover of the new company at the time of acquisition or formation is less than 25% of **your** estimated turnover
- 4 **you** provide **us** with the necessary underwriting information to fulfil **your** duty of fair presentation of risk within 30 days of the acquisition or formation of the new company
- 5 **you** accept **our** terms and pay the additional premium required for the inclusion of the new company under this **policy**.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner, officer or **employed person** to attend court as a witness in connection with a claim, for

which an award of damages is paid or may be payable under this section.

Data Protection cover

We will cover the amount of compensation, costs and expenses which **you** are legally liable to pay in respect of damage or distress occurring during the **period of insurance**, arising from holding the personal data of directors or **employed persons**, or, as a result of any loss, misuse or unauthorised disclosure of the personal data of directors or **employed persons** held by **you** in the course of the **business**.

We will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant
- 5 liability for which cover is provided under any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is £1,000,000.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

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You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses of defence where defence costs are available from any other source or insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Overseas employees cover

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will

cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

We will not pay

- 1 for any action or recovery brought or commenced
 - a in a court of law outside the **policy territories**
 - b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
- 2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

Personal liability cover

If no other insurance is in force and a claim is made against any director, partner, officer or **employed person** of **yours** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, the cover provided by this section will also apply to the legal liability of such persons whilst

- 1 performing their normal duties in connection with the **business**
- 2 work is being carried out on behalf of any director, partner or officer of **yours** by an **employed person** with **your** consent
- 3 acting in a personal capacity, during the course of a business trip or business journey arranged for the purpose of the **business**.

The cover provided by this section will also apply to

- a the spouse, civil partner, domestic partner or any children accompanying a director, partner, officer or **employed person** in the course of a business trip or business journey
- b the officers, committee and members of amenities and fire, safety and security facilities, that **you** provide for the benefit of **employed persons**, in their respective capacities as such

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- c **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

If a claim is made against any **principal** in circumstances where **you** would have had cover had the claim been made against **you**, at **your** request, **we** will cover the legal liability of the **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract or agreement with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court

- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses of defence where defence costs are available from any other source or insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will, at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Limit of indemnity

- 1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claim costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
- 2 The **terrorist act** limit of indemnity shown in **your** schedule will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with a **terrorist act**.

- 3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

x What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

- 1 **contractual liability**
- 2 which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Some conditions specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However, **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Premium adjustment condition

If the estimates shown in **your** schedule are marked as adjustable, then **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates.

If the adjusted premium is less than the estimated premium, **we** will not return more than 25% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

(**Note** An example would be a circumstance where **you** have breached a term or condition of this section which may invalidate **your** cover. **We** would still pay the claim to comply with such law, but **you** would be required to reimburse **us**).

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