



Novae Insurance Company Limited

71 Fenchurch Street
London EC3M 4HH
+44 (0)20 7903 7300 tel
+44 (0)20 7903 7698 fax
enquiries@novae.com e-mail
www.novae.com web

NICL COMBINED LIABILITY INSURANCE

SCHEDULE

POLICY NO:

INSURED:

ADDRESS:

BUSINESS:

PERIOD OF INSURANCE:

From:

To:

Both days inclusive, local standard time, at the address of the Insured

INDEMNITY LIMITS:

Section A Employers Liability

Any one claim or series of claims arising out of one Occurrence including all costs and expenses.

Section B Public Liability

Any one Occurrence or series of Occurrences arising out of one cause (but in the aggregate in respect of Clause 13(c) Pollution.)

Section C Products Liability

In the aggregate during the Period of Insurance.

EXCESS:

(Applicable to sections B and C)

Each and every claim (in respect of Injury and Damage) including costs and expenses

ENDORSEMENTS:

As attached

PREMIUM:

Minimum & Deposit

Rate

Category

Section A:

Section B:

Section C:

IPT

Adjustable in accordance with General Condition 16(j)

The Policy, Schedule and Endorsements should be read as if they were one document and if they do not meet your needs please return them to the Insurer

Preamble

This Policy is the evidence of the contract between the Insured and the Insurer and any Proposal being the basis of the contract is deemed to be incorporated herein

The Insurer will insure in the manner and to the extent provided during any Period of Insurance for which the Insured has paid the premium subject to the terms conditions and exclusions of the Policy

Several Liability Notice

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

1. OPERATIVE CLAUSE

The Insurer will indemnify the Insured against their legal liability as defined by each insured Section of this Policy as set out in the Schedule arising out of the Business to pay compensatory damages (including claimants costs fees and expenses) in accordance with the law of any country subject always to the terms conditions and exclusions of such Section and of the Policy as a whole

PROVIDED THAT unless specifically agreed by endorsement this Policy shall not indemnify the Insured in respect of any judgment award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement award or settlement either in whole or in part

2. DEFINITIONS

For the purpose of this Policy:

- a) Insured means
 - i. the person persons or corporate body named in the Schedule
 - ii. subsidiary companies of the Insured notified to and accepted in writing by the Insurer
- b) Insurer means Novæ Insurance Company Limited and any other participating insurance companies.
- c) Business means the business of the Insured specified in the Schedule conducted at or from premises in the Insured Territories and shall include
 - i. ownership repair and maintenance of the Insured's own property
 - ii. provision and management of canteen social sports medical fire fighting and welfare organisations for the benefit of any Person Employed

- d) Damage means accidental loss of possession of or accidental damage to tangible property
- e) Excess means the amount of the Insured's retained liability arising out of one Occurrence or series of Occurrences consequent on one original cause (The Insurer shall only be liable to the extent that any liability exceeds the Excess)
- f) Financial Loss means any pecuniary loss unaccompanied by Injury or Damage
- g) Injury means death bodily injury illness or disease of or to any person
- h) Insured Territories means Great Britain, Northern Ireland The Channel Islands or the Isle of Man
- i) Occurrence means an accident including continuous or repeated exposure to substantially the same general conditions which results in Injury or Damage neither expected nor intended by the Insured
- j) Person Employed means any
 - i. employee under a contract of service or apprenticeship with the Insured
 - ii. labour master and persons supplied by him
 - iii. labour only sub-contractors
 - iv. self employed person working for and under the control of the Insured
 - v. person hired or borrowed by the Insured
 - vi. person undertaking study or work experience or youth training scheme with the Insured
 - vii. voluntary workers or volunteerswhilst working on behalf of the Insured in connection with the Business
- k) Product means any tangible property after it has left the custody or control of the Insured which has been designed specified formulated manufactured constructed installed erected sold hired out supplied distributed treated processed serviced altered or repaired by or on behalf of the Insured in connection with the Business
- l) Proposal means any information provided or declaration made by the Insured in connection with this Policy whether by means of a formal proposal or otherwise and which is hereby agreed to be the basis of the contract and is deemed to be incorporated herein

3. INDEMNITY TO OTHERS

If the Insured so requests and it is agreed by Insurer's the indemnity granted extends to

- a) Directors Officers Employees and Partners of the Insured in their business capacity arising out of the performance of the Business
- b) the officers committee and members of the Insured's canteen social sports medical fire fighting and welfare organisations in their respective capacity as such
- c) any person or firm arising out of the performance of a contract with the Insured constituting the provision of labour only
- d) any Principal for legal liability in respect of which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured arising out of work carried out by the Insured under a contract or agreement
- e) the personal representatives of any person or party indemnified by reason of this Clause 3 in respect of legal liability incurred by such person

Provided always that all such persons or parties shall observe fulfil and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured

4. INDEMNITY LIMITS

- a) SECTION A – Insurer's total liability to pay damages and/or claimants costs fees and expenses shall not exceed the sum stated in the Schedule in respect of any one claim against the Insured or series of claims against the Insured arising out of one Occurrence
- b) SECTIONS B AND C – Insurer's total liability to pay damages and/or claimants costs fees and expenses shall not exceed the sum stated in the Schedule against each Section in respect of any one Occurrence or series of Occurrences arising from one originating cause but under Section C the limit applies to the total amount of damages and/or claimants costs fees and expenses payable in respect of all losses occurring during the Period of Insurance

5. DEFENCE COSTS

The Insurer will also pay all costs fees and expenses incurred with their prior consent by the Insured in the defence or settlement of any claim under this Policy (hereinafter called "Defence Costs")

Defence Costs include legal expenses

- a) incurred by or awarded against the Insured arising out of any prosecution of the Insured for breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and / or any legislation of similar effect) provided that the Insurer shall not be liable for any fines or penalties imposed as a consequence of such prosecution
- b) arising out of representation of any Coroner's Inquest or Fatal Accident Inquiry
- c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy

Defence Costs will be payable in addition to the Indemnity Limits except in respect of Section A when the Indemnity Limit will be inclusive of Defence Costs unless this Policy is specifically endorsed to the contrary

SECTION A – EMPLOYERS LIABILITY

6. SECTION A – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause, but only for Injury to any Person Employed where such Injury arises out of and in the course of employment by the Insured and occurs during the Period of Insurance either

- a) in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world in respect of temporary visits by Persons Employed normally resident in the territories specified in Sub-section (a) above

PROVIDED THAT

- i. the action for damages is brought against the Insured in a court of Law in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- ii. the Insurer will not be liable in respect of

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

any medical and/or repatriation costs

7. SECTION A – EXCLUSIONS

This Section shall not apply to liability

- a) incurred in circumstances where any road traffic legislation requires compulsory insurance or security
- b) arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land

8. EMPLOYERS LIABILITY COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section 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 has been non observance of any Policy conditions by the Insured and the Insurer shall have paid any sum which would not have been paid but for the provisions of such law then the Insured shall within 14 days repay such sum to the Insurer

SECTION B – PUBLIC LIABILITY

9. SECTION B – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause for and/or arising out of accidental Injury and/or Damage occurring during the Period of Insurance within

- a) Insured Territories
- b) The rest of the world in respect of liability arising out of temporary visits by Persons Employed, provided that the Person Employed is normally resident in the Insured Territories

10. SECTION B – EXCLUSIONS

This Section does not cover liability for

- a) claims for which indemnity is afforded by Sections A and C whether or not such Sections are insured by this Policy
- b) claims arising out of the ownership possession or use by or on behalf of the Insured or any person or party entitled to indemnity of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than claims
 - i. caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation
 - ii. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract
 - iii. arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer
- c) claims arising out of the ownership possession or use by or on behalf of the Insured of any aircraft hovercraft offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 metres in length whilst on inland waterways)
- d) damage to property owned leased to hired by under hire purchase on loan to held in trust by or otherwise in the Insured's care custody or control other than
 - i. employees' and visitors' clothing and personal effects
 - ii. premises (including contents therein) temporarily occupied by the Insured for work therein or thereon but no indemnity shall be granted for Damage to that part of the property on which the Insured is or has been working and which arises out of such work
 - iii. premises tenanted by the Insured provided always that
 - a) details of such premises shall have been disclosed to the Insurer

- b) liability for such damage is not assumed by the Insured under agreement where liability would not have existed in the absence of the agreement
- c) the Insurer shall not be responsible for the first GBP500 of such damage caused otherwise than by fire or explosion

SECTION C – PRODUCTS LIABILITY

11. SECTION C – INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of legal liability arising out of accidental Injury and/or Damage occurring during the Period of Insurance but only against claims arising out of or in connection with any Product

12. SECTION C – EXCLUSIONS

This Section does not cover liability for claims

- a) falling within the scope of cover set out in Section A and B whether or not such Sections are insured by this Policy
- b) for costs incurred in the repair reconditioning or replacement of any Product or part thereof which is alleged to be defective
- c) arising out of the recall of any Product or part thereof
- d) arising out of any Product which with the Insured's knowledge is intended for incorporation into the structure machinery or controls of any aircraft other aerial device hovercraft or offshore rig and/or installation and/or platform
- e) arising out of any Product which the Insured knows or should reasonably know is to be delivered or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada unless the Insured has requested that there shall be no such limitation and has accepted the terms offered by Insurers in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy
- f) arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement
- g) arising out of the failure of any Product or part thereof to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such Product or part thereof
- h) arising from circumstances known to the Insured prior to the inception date of this Policy

13. EXCLUSIONS APPLICABLE TO SECTIONS B AND C

Sections B and C do not cover liability for claims

- a) arising out of the deliberate conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage
- b) arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- c) arising out of pollution or contamination of the atmosphere or of any water land buildings or other tangible property except to the extent that it can be proved that such pollution or contamination
 - i. was the direct result of a sudden identifiable unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of this Policy
 - ii. was not the direct result of the Insured failing to take reasonable precautions to prevent such pollution or contamination

provided always that Insurer's total liability to pay compensation and/or claimants' costs fees and expenses under this clause shall not exceed the sum stated in the Schedule in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident shall be considered for the purposes of this Policy to have occurred at the time such incident takes place

- d) directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be or declared or not) civil war rebellion revolution insurrection or military or usurped power
- e) directly or indirectly arising out of or relating to
 - i. the recognition interpretation failure to recognise or interpret or calculation comparison differentiation sequencing or processing of data involving one or more dates or times by any computer system hardware programme or software or any microchip integrated circuit or similar device in computer or non-computer equipment whether the property of the Insured or not or
 - ii. any change alteration correction or modification involving one or more dates or times to any such computer system hardware programme or software or any microchip integrated circuit or similar device in computer or non-computer equipment whether the property of the Insured or not

This exclusion shall apply regardless of any other cause which contributes concurrently or in any sequence to such loss Damage expense liability or claim

- f) arising from or caused by design formula specification technical or professional service given for a fee by the Insured or anyone acting on behalf of the Insured
- g) arising in respect of liability for Financial Loss

- h) out of liability for Loss directly or indirectly caused by resulting from arising or in connection with the Insured's use of or reliance upon or sale or supply of any computer hardware or related Information Technology or communication system any computer software Internet Intranet Website or similar facility system or network and/or any electronic data or related information

PROVIDED THAT

This clause shall not exclude claims for personal injuries caused by an accident involving physical contact with computer hardware

"Loss" in this clause shall include (but shall not be limited to) Injury loss Damage cost or expense of whatsoever nature including consequential and pure Financial loss and loss of damage to deterioration or corruption (whether permanent or temporary) or loss of use of any computer hardware or related Information Technology or communication system computer software Internet Intranet Website or similar facility system or network and/or any electronic data and related information

If the Insurer maintains that by reason of this clause any Loss is not covered by this Insurance the burden of proving the contrary shall be upon the Insured

If any part of this clause is found to be invalid or unenforceable the remainder shall remain in full force and effect

14. EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

This Policy does not cover liability

- a) directly or indirectly caused by or contributed to by or arising from
- i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Provided that in respect of claims arising out of Injury which form the subject of Indemnity under Section A this Exclusion shall only apply to liability

- i. of any party to whom Indemnity is granted under Clause 3(d) (or their personal representatives)
 - ii. assumed by the Insured by agreement which would not have attached in the absence of such agreement
- b) for any award of punitive or exemplary damages whether as fines penalties multiplications or compensatory awards or damages or in any other form whatsoever
- c) arising from Injury or Damage cost or expense of whatsoever nature directly or indirectly 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

For the purpose of this Exclusion an Act of Terrorism means an act including but not limited to the use of 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 Exclusion also excludes Injury or 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 any Act of Terrorism

If the Insurer alleges that by reason of this Exclusion any Injury or Damage cost or expense is not covered by this policy the burden of proving to the contrary shall be upon the Insured

In respect of Section A Employers Liability this Exclusion shall only apply in excess of GBP5,000,000 any one Occurrence

- d) arising from or in any way related to asbestos or asbestos fibres including but not limited to Injury or Damage directly or indirectly caused by asbestos or asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres or the cost of removing nullifying or cleaning up asbestos asbestos fibres or any commodity article or thing containing asbestos or asbestos fibres

In respect of section A Employers Liability this Exclusion shall only apply in excess of GBP5,000,000 any one Occurrence

15. COMPENSATION FOR COURT ATTENDANCE

In the event of any director partner or employee of the Insured attending court as a witness at the request of the Insurer in connection with a claim in respect of which the Insured is entitled to Indemnity under this Policy the Insurer will provide compensation at the following rates for each day on which attendance is required

- a) any director or partner GBP250 per day
- b) any employee GBP150 per day

Subject to a maximum aggregate limit in the Policy period of GBP5,000

16. GENERAL CONDITIONS

- a) Policy Voidable

This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular

- b) Observance

Observance of the terms of this Policy relating to anything to be done or complied with by the Insured is a condition precedent to any liability of the Insurer except insofar as is necessary to comply with the requirements of any legislation enacted in Great Britain

Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees

c) Reasonable Precautions

The Insured at his own expense shall

- i. take all reasonable precautions to prevent bodily Injury loss of or Damage to property and the sale or supply of Products which are defective in any way and cease any activity which may give rise to liability under this Policy
- ii. exercise care in the selection and supervision of Persons Employed
- iii. as soon as possible after discovery cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances require
- iv. comply with all statutory requirements and other safety regulations imposed by any authority

d) Change of Risk

The Insured shall give notice to the Insurer as soon as possible of any alteration or any change of circumstances which materially affects the risk

e) Cancellation

The Insurer may at any time by giving notice in writing to the Insured at the last known address terminate this Policy or any section(s) hereof as from the expiration of such thirty days provided the Insurer shall in that event return part of the premium for the unexpired time of the policy or section(s) subject to adjustment under clause 16(j)

f) Discharge of Liability

The Insurer may at any time pay the Indemnity Limit or the sum insured (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment provided that the Indemnity Limit so allows

g) Excess

The Insurer shall not be liable for the amount of the Excess stated in the Schedule in respect of the first amount of each and every claim

The Insured shall not effect insurance in respect of the Excess

h) Interpretation

The Policy and the Schedule shall be read together as one contract

Any word or expression to which a specific meaning has been attached in any Section of this Policy shall bear the same meaning wherever it may appear within that Section

Any reference to

- i. the singular shall include the plural and vice versa
- ii. the masculine shall include the feminine and vice versa
- iii. a statute statutory instrument regulation or order shall include any amendment and/or re-enactment thereof

i) Warranties

Every warranty shall from the time that the warranty attaches apply and continue to be in force during the whole currency of this Policy Non-compliance with any such warranty insofar as it increases the risk shall be a bar to any claim

j) Adjustment of premium

If the premium has been calculated on estimates given by the Insured the Insured shall keep an accurate record containing all relevant particulars which shall be available to the Insurer for inspection

Within one month of the expiry of each Period of Insurance the Insured shall supply to the Insurer an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to the Insured

Should the Insured fail to supply such a statement within one month of the expiry of the Period of Insurance the Insurer shall be entitled if they so wish to charge an additional premium in respect of that Period of Insurance

k) Other Insurances

If an indemnity is or would but for the existence of this Policy be covered by any other insurance the Insurer shall not provide indemnity except in respect of any excess beyond the amount which is or would but for the existence of this Policy be payable

l) Claims procedure

- i. The Insured shall give written notice to the Insurer of any Injury loss or Damage or claim or proceeding as soon as reasonably possible and in any event no later than 14 days after the same shall have come to the knowledge of the Insured or any representative of the Insured
- ii. The Insured shall not admit liability for or negotiate the settlement of any claim without the prior written consent of the Insurer who shall be entitled to conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Insurer may require

m) Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on behalf of the Insured or if any Injury or Damage is caused by the wilful act or with the connivance of the Insured all benefit under this Policy shall be forfeited

n) Governing Law and Jurisdiction

This Policy shall be governed in all respects by English law and the parties hereto agree to submit to the exclusive jurisdiction of the English Courts with respect to any dispute or difference arising hereunder

o) Cross Liabilities

Where there is more than one party named as the Insured in the Schedule this Policy will apply separately to each such Insured in the same manner and to the same extent as if a separate policy had been issued to each Insured and the Insurer agrees to waive all rights of subrogation against any of these parties

Provided that the total amount payable in respect of compensation does not exceed the Indemnity Limit

p) Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurers regarding the Insured will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998, for the providing of insurance and handling of claims if any which may necessitate providing such information to third parties

q) The Contract (Rights of Third Parties) Act 1999

No rights to enforce any term of this Policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this Policy but this does not affect any right or remedy of any such person that arises apart from that Act

r) Premium Payment

It is warranted that all Premiums due to the Insurer under this Policy are paid within 60 days from Inception

Non-receipt by the Insurer of such Premiums by Midnight of the Premium Due date shall render this Insurance Policy void with effect from Inception

s) Subrogation

If any payment is made under this Policy in respect of a claim or loss and there is available to Insurer's any of the Insured's rights of recovery against any other party then Insurer's maintain all such rights of recovery

Insurer's shall not exercise those rights against any past present or future employee director or partner of the company named as the Insured in the Schedule or any

subsidiary unless such payment is in respect of any wilful malicious or dishonest acts or omissions

The Insured must do nothing to impair any rights of recovery

At Insurer's request the Insured will bring proceedings to transfer those rights to Insurer's and help Insurers to enforce them

Any recovery shall be applied as follows

- a) first to Insurer's up to the amount of Insurer's payment in respect of compensation and defence costs and expenses
 - b) then to the Insured as recovery of the Insured's excess or other amount paid as compensation or costs and expenses
- t) Policyholder Complaints

Any enquiry or complaint should be addressed in the first instance to your Broker

If following the above procedure your complaint has not been resolved you should write to

The Chief Executive
Novæ Insurance Company Limited
71 Fenchurch Street
London
EC3M 4HH

If appropriate you may refer your complaint to the Financial Ombudsman Service.