



# Footman James Wedding Hire Liability Insurance

Please read this insurance policy document carefully  
to make sure it meets your needs.

Keep this insurance policy document in a safe place.

FJ/ACB/CHLI/03/09/2024/V7407

Arranged by:  
Footman James, a trading name of  
Advisory Insurance Brokers Limited  
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Authorised and regulated by the Financial Conduct Authority.



**Footman  
James**  
We share your passion

# Index

Complaints	3
Claim Notification	3
Employers' Liability Tracing Office	4
Use of Personal Data - Footman James	4
Use of Personal Data - NIG	5
Definitions	5
Section 1 - Employers' Liability	7
Special Exclusions	8
Section 2 - Public Liability	10
Special Exclusions	11
Conditions applying to section 1 - Employers' liability and Section 2 - Public liability	13

# Wedding Hire Liability Insurance

Your insurance policy is provided by Footman James on behalf of NIG.

Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Any reference to 'we', 'us' and 'our' are to the insurer NIG.

**This is your Wedding Hire Liability insurance policy document. Read this booklet, the schedule and certificate of Employers Liability carefully and keep them in a safe place.**

**If you have any questions about any of your Wedding Hire Liability insurance policy documents, contact your insurance broker, Footman James.**

Footman James are agents of your insurers.

NIG policies are underwritten by Royal and Sun Alliance Insurance Ltd (No. 93792) Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Royal and Sun Alliance Insurance Ltd are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202323.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768.

The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878.

## Complaints

If **you** have cause to complain, please phone Footman James on 0333 207 6101 or write to the Director at Footman James. Footman James will send **you** details of who will be dealing with **your** complaint. If **you** would like a copy of Footman James' complaints procedure, phone 0333 207 6101 or write to the address shown below:

Footman James, Waterfront Business Park, First Floor, Unit 7, Waterfront Way, Brierley Hill. DY5 1LX.

If **your** complaint is regarding the terms and conditions of the policy, or needs a response from **us**, Footman James will send **us** details of **your** complaint and give **you our** contact details.

If **your** complaint is still outstanding **you** can write to NIG direct at the following address:

RSA Customer Relations Team

P O Box 255

Wyndham

NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

Details of NIG's complaints procedures including information on what **you** should expect in response to **your** complaint can be found on NIG's website at [www.nig.com/contact-us/complaints](http://www.nig.com/contact-us/complaints).

If **you** are still not satisfied after receiving a final decision, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint, **you** may be able to refer **your** complaint within 6 months to the Financial Ombudsman Service. To refer **your** complaint please write to:

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

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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

These actions do not affect your rights to take legal action if necessary.

## Claim Notification

If **you** need to notify **us** of a potential claim under any section of **your** policy one of **our** dedicated claim specialists will be able to advise on policy cover and agree with **you** on how best to resolve the situation quickly and to **your** satisfaction.

**We** must be notified as soon as it is reasonably practical after an event which may give rise to a claim. Late notification of a claim may affect **our** acceptance of it if it is made so long after the event that **we** are unable to investigate it fully or may result in the insured person not receiving the full amount claimed if the sum claimed is increased as a result of the delay.

**You** will need to provide **your** name and **your** policy number at the time of reporting a potential claim. Calls may be monitored or recorded to improve **our** service and for security or regulatory purposes.

To make a claim please contact **us** on our helpline between 9:00 to 17:00 Monday to Friday and **we** will arrange immediate assistance:

Call **us** on: 0345 300 5604

**Emergency out of hours:** Call us on: 01732 520 270

# Wedding Hire Liability Insurance

## Important

This policy and the sections referred to in the schedule shall be read together as one contract, and any word or expression to which a particular meaning has been given in the general definitions in this policy shall have that meaning wherever it appears in the policy or section respectively.

This document is a legally binding contract of insurance between you (the insured) and us (the insurer). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Whoever you are contacting, please always quote your policy number as it will help your enquiry or complaint to be dealt with promptly.

## Employers' Liability Tracing Office

Certain information relating to Your Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by HM Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the 'Employers' Liability Insurance: Disclosure By Insurers Instrument 2010'. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your Policy data in this way and for these purposes.

# Use of Personal Data - Footman James

## All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

# Use of Personal Data - NIG

At NIG (the Insurer) we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from [www.rsainsurance.co.uk/privacy-policy/](http://www.rsainsurance.co.uk/privacy-policy/). This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law.

This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

## Definitions

### Definitions

**These definitions apply to this policy. Any word or expression to which a particular meaning has been given in these definitions shall have that meaning wherever it appears in this policy.**

#### Accidental bodily injury

Death, injury, illness, disease or shock.

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Business

The business as stated in the schedule and including:

- provision and management of catering, sports, social, educational, training and welfare facilities for the benefit of employees and first aid, fire, medical, security and ambulance services;
- ownership, maintenance and repair of premises or land occupied by you in connection with the business;
- repair or maintenance of vehicles or plant owned or used by you;
- participation as an exhibitor at trade shows or exhibitions;
- private duties undertaken by an employee for you or, with your consent, for any of your directors, partners, officials or employees.

#### Certificate of Employers' Liability insurance

The document that is legal evidence of your Employers' Liability insurance as required by law and which forms part of this insurance and which must be read with this document.

#### Computer System

Any computer, hardware, software, communication 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, owned or operated by the you or any other party.

#### Cyber Act

An 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.

#### Cyber Incident

- Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any computer system; or
- any partial or total disruption to, unavailability of, or failure to access, process, use or operate any computer system or a series of such related events.

#### Cyber Loss

Any loss, damage, liability, claim, cost or expense, of whatsoever nature, arising from or connected with any cyber act or cyber incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any cyber act or cyber incident.

#### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored, by a computer system.

#### Employee

- any person under a contract of service or apprenticeship with you or with some other employer and who is supplied to or hired to or borrowed by you
- any labour master or labour only sub-contractor or any person supplied by them
- any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with you provided that such work is under your immediate supervision and control
- any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst engaged in work in connection with your business.

#### Endorsement

A change in the terms of this insurance, which is printed on, or issued with, the schedule or a revised schedule.

# Definitions

## Definitions

### Excess

A contribution by you towards the cost of a claim under this insurance.

### Period of insurance

- a. The period beginning with the inception date and ending with the expiry date (both stated in the new business schedule or latest effective renewal schedule as applicable); and
- b. any subsequent period, for which you shall pay and we shall agree to accept your premium.

### Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and all loss or damage or injury directly or indirectly caused by such pollution or contamination.

### Products

Goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control.

### Schedule

The document showing the policy number, the insured, the period of insurance, the premium and other relevant information, which forms part of the contract of insurance.

### Territorial Limits

- a. The United Kingdom, the Channel Islands and the Isle of Man.
- b. Any member country of the European Union for work undertaken by you or by any of your directors, partners or employees normally resident in a) above.

### We, Our, Us

Royal and Sun Alliance Insurance Ltd trading as NIG and/or such other authorised insurer as Royal and Sun Alliance Insurance Ltd may contract to underwrite any part of this polic..

### You, Your

The person, persons, Limited Liability Partnerships or Limited or Public Limited Company, named as the "Insured" in the Schedule, or named as the "policyholder" on any renewal notice applying to this insurance, and in respect of Section 1: Employers' Liability, the "policyholder" stated upon the Certificate of Employers' Liability Insurance.

# Section 1 - Employers' Liability

## Cover

We will indemnify you against all amounts that you shall become legally liable to pay as damages in respect of accidental bodily injury to any employee if such injury arises out of and in the course of their employment by you in the business and occurs

- a) during the period of insurance; and
- b) within the territorial limits.

## Additional cover

The cover under this section is extended to include the following:

## Court Attendance Costs

If we request any of the following persons to attend court as a witness in connection with a claim under this Section, we will compensate you at the specified rate of each day attendance is required:

- a. you or any of your directors £500
- b. any of your employees £250

## Cross Liabilities

Where there is more than one party named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that our maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

## Health and Safety at Work etc. Act 1974

We will indemnify you and at your request any of your directors or any of your partners or any employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the business during the period of insurance.

We will also pay the prosecution costs you are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a. this indemnity will not apply to:
  - i. the payment of any costs or expenses incurred without our written consent; or
  - ii. the payment of fines or penalties;
- b. the prosecution relates to the health safety and welfare of Employee(s); and
- c. proceedings arise from an incident which relates to a claim or potential claim under this section.

## Indemnity to Other Persons

We will indemnify at your request:

- a. any of your directors, partners and employees;
- b. any officer, committee member or other person employed by your catering, social, sports, educational, training or welfare organisations or first-aid, medical ambulance, fire or security services;
- c. any director, partner or official for whom, with your consent, an employee is undertaking private work;
- d. any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by you for the performance of work;
- e. the owner of plant hired in by you, but only to the extent of the conditions of hire;
- f. any legal representative of any of the above in the event of their death against legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) we will retain the sole conduct and control of any claim
- iv) our maximum liability in the aggregate for damages to you and any such persons shall not exceed the Limit of liability.

## Limit of liability

Our liability in respect of

- a. accidental bodily injury to employees;
- b. all legal costs recoverable from you by any claimant;
- c. any other costs and expenses of litigation incurred with our written consent;
- d. solicitors' and counsels' fees incurred with Our written consent, for legal representation at any coroner's inquest or fatal accident inquiry;
- e. the costs incurred, with our written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy;

arising out of and in the course of employment in the business, occurring anywhere within the territorial limits during the period of insurance, will not exceed the Sum Insured (inclusive of interest thereon and all costs and expenses) stated in the schedule under Employers' Liability, where Insured, for any one claim for accidental bodily injury to any employee or in the aggregate in respect of a series of such claims arising out of any one original cause.

## Special exclusions

We will not be liable under this section in respect of:

1. Liability arising from and or caused by any processes or work in connection with any of the following
  - a. asbestos
  - b. offshore installations, oil or gas rigs

**Definition and interpretation** - for the purposes of this Special exclusion only

**Offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig

It is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.

2. Liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
3. Any liability arising in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
4. Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:
  - a. war, government action, terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to terrorism); or
  - b. civil commotion in Northern Ireland, except to the extent stated in the Terrorism Liability Provisions relating to this Special exclusion as set out below.

For the purpose of this Special exclusion:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Terrorism shall mean any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of HM Government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where we allege that, by reason of this Special exclusion as far as it relates to terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon you.

### Terrorism Liability Provision

Subject otherwise to the terms, definitions, conditions, clauses and exclusions, of this policy, we will indemnify you under this section of this policy, where insured, in respect of legal liability arising from:

- i. an act or acts of terrorism (as defined above but excluding any act or acts consisting solely of the threat of force or violence); and
- ii. such act or acts occurring in England, Scotland or Wales but not in the territorial sea adjacent thereto as defined by the Territorial Sea Act 1987,

provided that, notwithstanding the Limit of liability under this section, our liability (inclusive of interest thereon and all costs and expenses) payable in respect of any one claim or in the aggregate in respect of a series of such claims arising out of any one original cause, shall not exceed £5,000,000.



5. Any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability 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; or
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as this exclusion concerns bodily injury caused to any of your employees, provided that such bodily injury arises out of and in the course of employment or engagement of such person by you, this exclusion shall only apply in respect of

    - i. the liability of any principal; or
    - ii. liability assumed by you under agreement and which would not have attached in the absence of such agreement.
6. Damages for bodily injury unless the action is brought against you in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### **Special conditions**

1. The indemnity granted includes protection to you as required by any law relating to compulsory insurance of the employer's legal liability to their employees whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but you shall 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. If this policy or this section is cancelled then any Certificate of Employers' Liability issued by us is deemed to be cancelled at the same time, and you must return it to us within seven days.

# Section 2 - Public Liability

## Cover

We will indemnify you against all amounts that you shall become legally liable to pay as damages for:

- a. accidental bodily injury to any person;
- b. accidental loss or destruction of or accidental damage to material property
- c. accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property happening in connection with the business and occurring:
  - i) during the period of insurance
  - ii) within the territorial limits.

## Additional cover

The cover under this section is extended to include the following

## Court Attendance Costs

If we request any of the following persons to attend court as a witness in connection with a claim under this Section, we will compensate you at the specified rate of each day attendance is required:

- a. you or any of your directors £500
- b. any of your employees £250

## Cross Liabilities

Where there is more than one party named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that our maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

## Health and Safety at Work etc. Act 1974

We will indemnify you and at your request any of your directors or any of your partners or any employee against legal costs and expenses incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland, the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the business during the period of insurance.

We will also pay the prosecution costs you are legally liable to pay and any other costs in appealing against any judgment given.

Provided that:

- a. this indemnity will not apply to:
  - i. the payment of any costs or expenses incurred without our written consent; or
  - ii. the payment of fines or penalties;
- b. the prosecution relates to the health safety and welfare of Employee(s); and
- c. proceedings arise from an incident which relates to a claim or potential claim under this section.

## Indemnity to Other Persons

We will indemnify at your request:

- a. any of your directors, partners and employees;
- b. any officer, committee member or other person employed by your catering, social, sports, educational, training or welfare organisations or first-aid, medical ambulance, fire or security services;
- c. any director, partner or official for whom, with your consent, an employee is undertaking private work;
- d. any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by you for the performance of work;
- e. the owner of plant hired in by you, but only to the extent of the conditions of hire;
- f. any legal representative of any of the above in the event of their death against legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) we will retain the sole conduct and control of any claim
- iv) our maximum liability in the aggregate for damages to you and any such persons shall not exceed the limit of liability.

## Limit of liability

Our liability in respect of damages (including interest thereon) for any occurrence giving rise to any one claim against you or series of claims against you arising out of one original cause will not exceed the Sum Insured stated in the schedule under Public Liability, where Insured.

We will also pay

- a. all legal costs recoverable from you by any claimant
- b. any other costs and expenses of litigation incurred with our written consent
- c. solicitors' and counsels' fees incurred with our written consent for legal representation at any coroner's inquest or fatal accident inquiry
- d. the costs incurred, with our written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

## Special Exclusions

We will not be liable under this section in respect of:

1. Bodily injury to any employee arising out of and in the course of their employment by you in the business
2.
  - a. loss or destruction of or damage to property
  - b. bodily injury sustained by any person arising from the ownership, possession or use by you or on your behalf of
    - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding eight metres in length
    - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
    - iii) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
3. Loss or destruction of or damage to:
  - a. property owned by or leased, hired or rented to you
  - b. property belonging to or held in trust by or in the custody of or under the control of you or any of your directors, partners or employees other than
    - i) personal property of directors, partners or employees
    - ii) the property of customers or visitors temporarily on or about the premises, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection
4. Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
5. Liability arising from or caused by
  - a. breach of professional duty
  - b. the provision of advice or any plan, design, formula or specification given separately for a fee
  - c. any diagnosis, treatment (other than first aid treatment), therapy, medical advice, aerobic or other fitness related instruction given or performed or administration of drugs or medicines
6. Liability arising from and or caused by any processes or work in connection with any of the following:
  - a. asbestos
  - b. offshore installations, oil or gas rigs

**Definition and interpretation** - for the purposes of this Special exclusion only  
**Offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig  
It is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
  - c. work airside
7. Bodily injury or loss or destruction of or damage to property caused by products (other than food or drink for consumption on your premises by any of your directors, partners, employees, or visitors)
8. Loss or destruction of or damage to products nor the cost of making good or recalling such products
9. Liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
10. The cost of cleaning up or removal of or damage to property arising out of any asbestos

11. Liability directly or indirectly caused by or arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that:
- all pollution or contamination arising out of such event will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
  - our liability for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the amount stated in the schedule as the Limit of liability to this section

12. Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from:

- war, government action, terrorism (or any action taken in controlling, preventing, suppressing or in any way relating to terrorism); or
- civil commotion in Northern Ireland.

For the purpose of this Special exclusion:

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power.

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

Terrorism shall mean any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of HM Government in the United Kingdom or any other government de jure or de facto.

In any action, suit or other proceedings, where we allege that, by reason of this Special exclusion as far as it relates to terrorism, any loss, destruction or damage or resulting loss or expense or other costs either directly or indirectly caused by or contributed to by or arising from such event is not covered by this insurance, the burden of proving that such loss, destruction, damage, expense or costs is covered shall be upon you.

13. loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

14. Fines, penalties or liquidated, punitive or exemplary damages.

15. The amount of the excess stated in the schedule for each claim in respect of loss or destruction of or damage to property.

16. Damages for bodily injury or loss or destruction of or damage to property unless the action is brought against you in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

17. Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether your property or not.

- correctly to recognise any date as its true calendar date
- to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

18. a. cyber loss; or
- loss, damage, liability, claim, cost, expense of whatsoever nature, arising from or connected with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Provided that the exclusion at item a above shall not apply to any liability not otherwise excluded under Section 2 - Public Liability, of this policy, where insured, for ensuing accidental bodily injury or accidental loss, destruction or damage to physical property, which results from a cyber incident unless that cyber incident is arising from or connected with a cyber act.

We shall not indemnify you for any action taken in controlling, preventing, suppressing or remediating a cyber incident or a cyber act.

# Conditions applying to section 1 - Employers' liability and Section 2 - Public liability

## 1. Fair Presentation of the Risk

- a. You have a duty to make to us a fair presentation of the risk before:
    - i) the inception of this policy;
    - ii) an alteration made to this policy, concerning changes in the risk which are relevant to the proposed alteration; and
    - iii) the renewal of this policy; and
  - b. In the event of a breach of such duty, if the breach is:
    - i) deliberate or reckless, we may:
      - a. in relation to an alteration made to this policy, (notwithstanding the references to notice period and the refunding of premiums in Condition 11 below) by notice to you in writing at your last known address treat this policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
      - b. in relation to the inception or renewal of this policy, avoid this policy and refuse all claims and retain any premiums paid;
    - ii) neither deliberate nor reckless and we would not have:
      - a. in relation to an alteration made to this policy, agreed to the alteration on any terms, we may treat this policy as if the alteration was never made, but in that event we:
        - i) will return any extra premium paid; or
        - ii) may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
      - b. entered into this policy on any terms, we may avoid this policy and refuse all claims but will return any premiums paid; or
    - iii) neither deliberate nor reckless and we:
      - a. would have entered into this policy or agreed to the alteration made to this policy, but on different terms (other than terms relating to the premium), this policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if we so require; and
      - b. in respect of an alteration made to this policy:
        - i) would have agreed to the alteration, but would have charged an increased premium by more than we did or (in the case of an unchanged premium) would have increased the premium, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that we would have charged;
        - ii) (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and we would have increased the premium, would not have reduced the premium, or would have reduced it by less than we did, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if we would not have changed it, and otherwise the increased or (as the case may be) reduced total premium we would have charged.
- c. would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

## 2. Condition precedent

Every condition precedent to which this policy or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this policy.

### **3. Change of risk or interest**

- a. It is a condition precedent to our liability that you shall immediately notify us if any alteration be made either in the business or in any other circumstances whereby the risk is increased other than in accordance with Condition 1 above, at any time after the effective date (as stated in the schedule) of the period of insurance.
- b. This policy shall cease to be in force if:
  - i) your interest in the business ends, other than by death; or
  - ii) the business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the effective date (as stated in the schedule) of the period of insurance, unless its continuance be agreed by us.

### **4. Action by you**

After any loss, damage or accident you must give Footman James full details, in writing, as soon as possible. You must not make any admission of liability, or promise to make any payment, in connection with any accident unless we agree in writing. You must let Footman James or us know if any person makes a claim against you, or if you become aware of any prosecution, inquest or fatal accident inquiry concerning an accident to which this insurance might apply, and every letter, claim, writ or other document relating to the accident or to any prosecution or proceedings must be sent to Footman James immediately rather than being replied to. You must give all evidence, information and assistance as may be required.

### **5. Contracts (Rights of Third Parties) Acts 1999**

No person, persons, company or other party who is not named as the insured in this policy shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any rights that may otherwise be available.

### **6. Indemnity to others**

In the event of your death we will, in respect of liability incurred by you, protect your personal representatives in the terms of and subject to the limitations of this policy, provided that your personal representatives observe, fulfil and be subject to the terms and conditions of this policy as far as they can apply.

### **7. Fraudulent claims**

In the event of any claim under the policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain benefit under this policy, we:

- a. shall not be liable to pay the claim;
- b. may recover from you any sums paid by us to you in respect of the claim; and
- c. may (notwithstanding the references to notice period and the refunding of premiums in Condition 11 below) by notice to you in writing at your last known address treat this policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i) refuse all liability to you under this policy in respect of any loss, destruction or damage occurring after the time of the fraudulent act; and
  - ii) retain any premiums paid under this policy.

### **8. Reasonable precautions**

It is a condition precedent to our liability that you must:

- a. take all reasonable steps to prevent or minimise loss, destruction, damage, accident or bodily injury;
- b. maintain the business premises, machinery, equipment and furnishings in a good state of repair;
- c. exercise care in the selection and supervision of employees; and
- d. comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

### **9. Other insurances**

If when you incur any liability which is covered by this policy there is any other insurance covering the same liability, we will only be responsible for a rateable proportion of the claim.

### **10. Our Rights**

When a claim has occurred we shall have the right to conduct, control and settle any proceedings, and to take proceedings in your name at our own cost and for our own benefit to recover what we have paid from a third party. We may at any time pay you the amount for which any claim or claims against you can be settled, and after we have done that we shall have no further involvement in negotiations or actions in connection with that claim or those claims, and shall not have to pay you any further amount other than costs or expenses that were due before the date of our payment.

### **11. Our Cancellation Rights**

We or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. If you have not made a claim and will not be making a claim we will refund the part of your premium that applies to the remaining period of the insurance. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges.

## **12. Your Cancellation Rights**

- i) This policy may be cancelled by you within 14 days of receipt of this policy (this is known as the "cooling off" period). If you elect to cancel within this period you must return all policy documentation to Footman James who must return such documentation to us and we will refund the full amount of premium paid by you. If a claim has been made or an incident notified to us that could give rise to a claim during the "cooling off" period, this policy will be treated by us as in force and no refund of premium will be made.
- ii) If you elect to cancel this policy after the "cooling off" period has expired but still during any period of insurance, you must notify Footman James by phone or in writing. You will not be entitled to any refund of premium.

## **13. Choice of Law**

You and we may choose which law will apply to this Policy. Unless both parties agree otherwise, English law and jurisdiction will apply. However, you are resident in the Channel Islands or the Isle of Man, the law of the island where you are resident will always apply to this policy and any dispute in relation to it will be within the jurisdiction of that island's relevant court.

We have supplied this policy and other information to you in English and will continue to communicate with you in English.

## **15. Arbitration**

If any difference arises as to the amount to be paid under this policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who will decide the matter in dispute according to English law and will be appointed by the parties in accordance with the relevant English statutory provisions for the time being in force. Where any such difference is to be referred to arbitration under this Condition, the making of an award will be a condition precedent to any right of action against us.

## **14. Instalments**

Notwithstanding Condition 11 above. If you have agreed to pay your premium by instalments, we can cancel your policy if you do not pay an instalment when it is due. Before this happens you will receive notice of the missed instalment and be given the opportunity to pay the overdue amount. If you do not pay the overdue instalments within the time set out in the notice, we may cancel your insurance by sending seven day's notice, by recorded delivery, to your last known address.

## **16. Subrogation**

We will be subrogated to your rights of recovery against any third party. Accordingly, it is a condition precedent to our liability that any claimant under this policy will, at our request and expense, take and permit to be taken all necessary steps for us to enforce any rights against any other party in your name before or after any payment is made by us.



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