

13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

4. It is agreed that that Section 13 Exclusion 10 of this Part shall not apply to any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** subject to:

- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
- c) details having been supplied by the **insured** to the **insurer** of the number of **premises** owned or operated by the **insured** where cooling towers, evaporative condensers and/or other apparatus giving rise to an increased risk of legionella are present; and
- d) details having been supplied by the **insured** to the **insurer** of all incidents of legionellosis having occurred at any **premises** owned or operated by the **insured** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** shall be deemed to have occurred on the date that the **insured** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any **premises** owned or operated by the **insured** if before the current Period of Insurance the **insured** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

The **insurers** total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

The **insured** shall give notice in writing to the **insurer** immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

PART F - Hirers' Liability

Effective Date: 5th October 2015

Limit of Indemnity :

£2,000,000

Excess : £100 each and every claim for damage to the premises or contents caused other than by fire or explosion

Operative Endorsements :

1. Section 3 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

PART G - Employers Liability

Effective Date: 5th October 2015

Limit of Indemnity :

£10,000,000

Operative Endorsements :

1. The following Section is added.

Section 8 – Corporate Manslaughter and Corporate Homicide Act 2007

The **insurer** will indemnify the **insured** against legal costs and expenses incurred with the **insurer's** prior written consent in defending any criminal prosecution including an appeal against such a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the **business**.

Provided that:

- a) The **insurer's** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give to the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this Section
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the **insurer** will not be liable for:
 - i) any deliberate or intentional criminal act committed by the **insured** giving rise to a corporate manslaughter or corporate homicide charge
 - ii) fines or penalties of any kind
 - iii) the defence of any criminal proceedings brought or in an appeal against conviction rising from such proceedings in respect of breach of:
 - 1) the Health and Safety at Work, etc., Act 1974 or any regulations made thereunder
 - 2) the Consumer Protection Act 1987 or any regulations made thereunder
 - iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where the **insurer** has already indemnified the **insured** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of an or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at the **insurer's** liability payable under this Section.

PART H - Libel and Slander

Effective Date: 5th October 2015

Sum Insured : £250,000

Excess : 10% each and every claim or £1,000 whichever is the lower

PART I - Motor Vehicles

Effective Date: 5th October 2015

Insured Vehicle : All as described in Persons Entitled to Drive : the Certificate of Limitation as to Use : Motor Insurance	Cover : Section 23 Not Operative
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EXCESS : Section 24		
Amount	Excess Code(s)	Description
Not Operative		
Additional to any other Excess which applies		

Age and Inexperienced Driver Excess : Section 11		
(a)	Under 21 years	£250
(b)	Under 25 years	£150
(c)	Over 25 years inexperienced	£150
Additional to any other Excess which applies		

Repair Limit : £Nil Section 12	Damage to Property Limit : £5,000,000 Applicable to any Commercial Vehicle, Minibus, Agricultural Vehicle and Special Type £50,000,000 Applicable to any Private Car
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Personal Effects Limit : £150 Section 13	Medical Expenses Limit : £250 Section 14
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Additional Cover : Section 25	
V. Loss of No Claim Discount	Not Operative
VI. Occasional Business Use	Not Operative

Operative Endorsements :**1. Motor Insurers Database**

It is a condition of this policy that you supply such details of the vehicles whose use is covered by the policy as are required by the relevant law applicable in Great Britain and Northern Ireland for entry on the Motor Insurers Database

2. The following clause is added to Part I Section 2:**Corporate Manslaughter and Corporate Homicide Act 2007**

In respect of any event which may be the subject of indemnity under this section the **insurer** will pay legal costs and expenses incurred with the **insurer's** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business**.

Provided always that:

- a) the **insurer's** liability under this clause will not exceed £5,000,000 in any one period of insurance
- b) this clause will only apply to proceedings brought in the **territorial limits**
- c) the **insurer** must consent in writing to the appointment of any solicitor or counsel who are to act for and on the **insured's** behalf
- d) the **insured** will give the **insurer** immediate notice of any summons or other process served upon the **insured** which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such an appeal succeeding
- f) the **insurer** will be under no liability:
 - i) where the **insured** has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

3. General Condition 10 is amended to read as follows:

10. LONG TERM AGREEMENT

This condition will be applicable separately to each part of this policy unless otherwise stated in the schedule.

In consideration of a discount being incorporated in the premiums on parts of this policy the **insured** undertakes to offer annually the insurance under each such part on the terms and conditions in force at the expiry of each period of insurance and to pay the premiums in advance, it being understood that:

- (a) the **insurer** will be under no obligation to accept an offer made in accordance with the above mentioned undertaking
- (b) the sum insured may be reduced at any time to correspond with any reduction in value or in the **business**
- (c) in respect of parts I and L rates will be amended at each renewal date in line with the change in the Average Weekly Earnings – Regular Pay – Whole Economy – 3 month Average Index for all Employees during the period of 12 months which expires 3 months prior to the month of renewal

The above mentioned undertaking applies to any policy or part which may be issued by the **insurer** in substitution for this policy or part and the same discount will be incorporated in the premium on any substituted policy or part issued by the **insurer**.

Payment of the first or renewal premium will be deemed acceptance by the **insured** of this condition.

PART J - Legal Expenses and Uninsured Loss Recovery

Effective Date: 5th October 2015

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited

Limit of Indemnity : £100,000 per insured incident

PART K - Inspection Contract

Effective Date: 5th October 2015

Service : Inspections of each item of Plant described in the Plant Specification which will be invoiced separately under Contract Number EI-272026-9427

PART N - Fidelity Guarantee

Effective Date: 5th October 2015

Persons Guaranteed :	Sum Insured
All MEMBERS and EMPLOYEES	£1,200,000

Excess : £100 each and every loss

PART O - Personal Accident

Effective Date: 5th October 2015

Cover is limited to £500,000 any one person and £2,000,000 any one incident

Persons Insured :

Employees

Capital Sum	5 times Annual Earnings
Weekly Sum	£Nil
Cover	Sections 2 and 3 - Accident and Assault Cover

Volunteers

Capital Sum	£25,000
Weekly Sum	£50
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors

Capital Sum	£30,000
Weekly Sum	£100
Cover	Sections 2 and 3 - Accident and Assault Cover

PART P - Legal Expenses

Effective Date: 5th October 2015

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited

Section :

3. Employment Disputes

(A) Legal Expenses

Operative

(B) Employment Compensation Awards

Operative

4. Legal Defence

Operative

5. Property and Personal Injury

(A) Personal Protection

Operative

(B) Personal Injury

Operative

6. Tax Protection

Operative

7. Contract Disputes

(A) Standard Contract Cover - Contract Minimum £1,000.

Not Operative

8. Statutory Licence Protection

Not Operative

Limit of Indemnity :

£250,000

Operative Endorsements :

1. Section 2 (c) shall read:

c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Exceptions under Section 3 (A) will include:

(6) any claim arising from the **insured's** failure to implement employment risk management requirements specified by the **insurer**.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

Parts not applying to this Policy

Part L - Engineering Insurance

Part M - Deterioration of Stock

Part Q - Street Furniture

Long Term Agreements

Part A - Material Damage. Long Term Agreement Expiry Date : 29/09/2016
Part B - Business Interruption. Long Term Agreement Expiry Date : 29/09/2016
Part C -All Risks. Long Term Agreement Expiry Date : 29/09/2016
Part D - Money. Long Term Agreement Expiry Date : 29/09/2016
Part E - Public Liability. Long Term Agreement Expiry Date : 29/09/2016
Part F - Hirers' Liability. Long Term Agreement Expiry Date : 29/09/2016
Part G - Employers Liability. Long Term Agreement Expiry Date : 29/09/2016
Part H - Libel & Slander. Long Term Agreement Expiry Date : 29/09/2016
Part I - Motor. Long Term Agreement Expiry Date : 29/09/2016
Part K - Inspection Contract. Long Term Agreement Expiry Date : 29/09/2016
Part N - Fidelity Guarantee. Long Term Agreement Expiry Date : 29/09/2016
Part O - Personal Accident. Long Term Agreement Expiry Date : 29/09/2016