



General Contractors Liability Policy

POLICYHOLDER COMPLAINTS

We aim to give our policyholders a high level of service at all times.

If at any time you have any concerns regarding your contract of insurance, you should in the first instance refer to your insurance broker/intermediary or advisor, if any.

IF AT ANY TIME YOU HAVE A COMPLAINT REGARDING YOUR CONTRACT OF INSURANCE, PLEASE WRITE TO:

The Operations Director at Anglo Pacific Consultants (London) Ltd
80 Leadenhall Street
London
EC3A 3DH

Alternatively you can contact them by telephone on 020 7256 3100.

It may be that Anglo Pacific Consultants (London) Ltd can resolve your complaint over the phone. However your complaint may require further investigation. If so, they will send you a written acknowledgment within 5 working days stating:

- How your complaint will be handled
- Who will handle your complaint
- What you need to do, if anything

Your complaint will be investigated by one of their trained staff.

You will be sent a detailed response within 4 weeks of receiving your complaint. If Anglo Pacific Consultants (London) Ltd cannot respond in this time they will write to you to explain and let you know when you should expect to receive a response.

If you have any concerns in the meantime, you can contact the person identified on the acknowledgment letter.

Their response will either:

- Accept your complaint and offer some form of redress if necessary
- Reject the complaint giving full reasons for doing so

IF ANGLO PACIFIC CONSULTANTS (LONDON) LTD CANNOT RESOLVE YOUR COMPLAINT, OR YOU REMAIN DISSATISFIED YOU CAN REFER YOUR COMPLAINT TO US IN WRITING DIRECTLY. OUR ADDRESS IS DETAILED AS FOLLOWS, PLEASE QUOTE POLICY DETAILS ON ANY CORRESPONDENCE.

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com

Tel: +44 (0)20 7327 5693

Fax: +44 (0)20 7327 5225

NOT SATISFIED WITH OUR RESPONSE?

Lloyd's is a member of the Financial Ombudsman Service (FOS) and, in certain circumstances; you may be eligible to refer your complaint to them. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to you right to take legal proceedings.

Please Note: The Ombudsman requires you to follow our internal complaints procedure before you refer your concerns to them, however you have the right to go directly to the Ombudsman if your complaint has not been resolved within eight weeks.

Several Liability Notice: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

E.U. Disclosure Clause (UK): The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause: A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection Act 1998: It is understood by the Assured that any information provided to the Underwriters regarding the Assured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Important Information for Employers: The Employers Liability (Compulsory Insurance) (Amendment) Regulations 2008 lay down certain obligations for employers and, in particular, the following:

Display of Certificates

This insurance will provide the **Insured** with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by the policy. The **Insured** can display an original copy of the Certificate at each business premises, where their **employees** can see it easily or the **Insured** can keep an electronic copy. If the **Insured** chooses to display its Certificate of Employers Liability Insurance as an electronic copy they need to ensure that its **employees** know how and where to find the certificate and have reasonable access to it.

Retention of Certificates

There is no legal requirement for the **Insured** to keep copies of out of date certificate however they are strongly advised to keep, as far as possible, a complete record of its Employers Liability insurance. This is because some diseases can appear decades after exposure to its cause and former or current **employees** may decide to make a claim against the **Insured** for the period they were exposed to the cause of their illness.

CERTIFICATION CLAUSE

This is to certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the attached **Schedule**) to Anglo Pacific Consultants (London) Limited by certain **Underwriters** whose names and proportions underwritten by them as more detailed below, and in consideration of the premium specified in the **Schedule**, the said **Underwriters** are hereby bound each for his own part and not one for another, their Executors and Administrators to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Whereas the Insured named in the **Schedule** has made to us the **Underwriters** a written proposal and declaration which is hereby agreed to be the basis of this contract and is deemed to be incorporated herein and has paid to us the premium specified in the **Schedule**.

The **Underwriters** hereby agree to the extent and in the manner herein provided to indemnify the Insured up to but not exceeding the limits of Indemnity specified and subject always to the terms exceptions limits, conditions herein and endorsements attached, as applicable.

Underwriters Proportions

All Sections

Lloyd's 100%

Contents Of This Booklet

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A. GENERAL DEFINITIONS

Each and every word or phrase printed in bold type anywhere herein (other than as a heading or a reference to a **paragraph**) shall have the following meaning:

1. **Accidental:** sudden, unforeseen, fortuitous and occurring at an identifiable time and location.
2. **Bodily Injury:** physical injury including death, illness, disease or nervous shock.
3. **Business:** the Business of the Insured shown in the **Schedule** and
 - a) the ownership, occupation, repair, decoration and maintenance of land or buildings of the **Insured**.
 - b) the provision and management of canteen, social, sports, welfare and other facilities or organisations for the benefit of the **Insured** and/or **Employee**.
 - c) the provision and management of first aid, fire and ambulance services.
 - d) work undertaken with the written consent of the **Insured** for any director, partner or senior official of the **Insured** by an **Employee** of the **Insured** and no other for the purposes hereof.
4. **Employee:**
 - a) any individual subject to a contract of service or apprenticeship with the **Insured**; or
 - b) any individual subject to a contract of service or apprenticeship with other than the **Insured** but hired to or borrowed by the **Insured**; or
 - c) any individual participating in any recognised work-experience, training, study, exchange, or similar scheme; or
 - d) any labour-master or labour-only subcontractor and/or any individual supplied by either of them; or any self-employed individual while engaged in work for and under the direction of the **Insured** in relation to the **Business**.
5. **Insured:**
 - a) the first named party in the **Schedule**.
 - b) any Associated or Subsidiary Company of the first named party, which is, named in the **Schedule** operating in or from premises located within the **Territory**.
 - c) at the written request of the **Insured**: -
 - i. any director or **Employee** of the **Insured** while acting on behalf of, or in the course of, his / her employment or engagement by the **Insured** in respect of liability for which the **Insured** would have been entitled to indemnity hereunder if the claim against any such person had also been made against the **Insured**.
 - ii. any officer member or **Employee** of the **Insured's** social, sports or welfare organisation or fire, first aid or ambulance service in his / her respective capacity as such.
 - iii. any director, partner or senior official of the **Insured** in respect of private work carried out by any **Employee** of the **Insured** for any such person with the consent of the **Insured**.
 - d) in the event of the death of the **Insured**, the personal **Representative** of the **Insured** in respect of liability incurred by the **Insured** provided that such person shall observe, fulfil and be subject to the terms, exceptions, conditions and endorsements of this insurance as far as they can reasonably expect to apply.
6. **Keys:** including computer pass cards or any other form of locking device.
7. **Limit of Indemnity:** the monetary limit specified either herein or in the **Schedule**.
8. **Offshore:** present in person upon any rig, platform or similar structure at some distance from the shore, or in transit between any such structure and:
 - a) the place on land of final departure or first arrival; or
 - b) any other such structure.
9. **Period of Insurance-** the period specified in the **Schedule**.
10. **Principal:** any party to a contract entered into by the **Insured** and entitled thereunder to receive the benefit of the **Insured's** work or services.

11. **Product:** any goods, building or structure (including any component part thereof, or any container, label, instructions, or advice, supplied therewith) which is manufactured, designed, altered, distributed, constructed, erected, installed, repaired, serviced, treated, processed, sold, supplied, leased, or let on hire, by or on behalf of the **Insured** in the course of the **Business** and is no longer in the possession or control of the **Insured**, other than anything:
 - a) which to the knowledge of the **Insured** is for use or supply outside of the **Territory**; or
 - b) for use in or on any aircraft, aerospace device, hovercraft, waterborne craft, or motor vehicle, or for any other marine, aviation, aerospace, or navigational purpose.
12. **Property:** any possession, land or real estate of material and tangible value.
13. **Representative:** any **Employee**, director, officer or manager of the **Insured** (if a body corporate), any partner in the **Insured** (if a firm); or any officer or committee-member of the **Insured** (if an association).
14. **Schedule:** the document titled as such, duly signed by an Authorized Representative of Anglo Pacific Consultants (London) Ltd and attached to and forming a part hereof.
15. **Territory:** the United Kingdom, Channel Islands and the Isle of Man or;
 - a) any other member country of the European Union (other than Eire) in respect of **Bodily Injury** or damage to **Property** caused by or arising from the activities of the **Insured** or **Employee** normally employed within the **Territory** and occurring during any temporary visit made in connection with the **Business** or
 - b) elsewhere in the world (other than United States of America and Canada) in respect of **Bodily Injury** or damage to **Property** caused by or arising from any **Product**.
16. **Terrorism:** an act, whether involving violence or the use of force or not, or the threat or the preparation thereof, or any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or government(s), which is designed to, or does:
 - a) intimidate or influence a de-jure or de-facto government or the public or a section of the public, or
 - b) disrupt any segment of the economy, and;from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

B. THE INSURANCE

The **Insured** shall be entitled to such of the following insurances as are specified in the **Schedule**:

Section 1 - Employers Liability

Provided that such an action for damages is brought against the **Insured** within the United Kingdom, Channel Islands and the Isle of Man, the **Underwriters** will indemnify the **Insured** against legal liability for damages and reasonable costs and expenses in respect of **Accidental Bodily Injury** caused during the **Period of Insurance** and sustained by any **Employee** arising out of and in the course of his / her employment or engagement by the **Insured**.

RIGHTS OF RECOVERY (Applicable to the **Employers Liability** section)

The indemnity granted by this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employee** employed by an **Insured** domiciled in the **Territory**, BUT the **Insured** shall repay to the **Underwriters** all sums paid by the **Underwriters**, which the **Underwriters** would not have been liable to pay but for the provisions of such law.

SPECIFIC EXCLUSIONS (Applicable to the **Employers Liability** section)

The **Underwriters** shall not indemnify the **Insured** under this Section against liability:

- a) for **Bodily Injury** sustained by any **Employee** whilst:
 - i. carried in or upon, entering, leaving, ascending, descending, mounting or alighting from any vehicle on a road as defined, designated or specified in any road traffic legislation;
 - ii. **Offshore**.
- b) for damages, cost and expenses payable in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of **Terrorism** in excess of £5,000,000

LIMIT OF INDEMNITY (Applicable to the **Employers Liability** section)

The liability of the **Underwriters** for all damages payable by the **Insured** under this section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the **Schedule** inclusive of all costs and expenses.

Section 2 - Public & Products Liability

a). Public Liability

Provided that such an action for damages is brought against the **Insured** within the United Kingdom, Channel Islands and the Isle of Man, the **Underwriters** will indemnify the **Insured** against legal liability for damages and reasonable costs and expenses arising in respect of **Accidental Bodily Injury** to any person or for **Accidental** loss of or damage to **Property** or any liability arising out of or in connection with any breach of professional duty or any advice, design or specification or arising out of the failure of the **Insured** to carry out the duties for which the **Insured** has been contracted to perform, separately for a fee and occurring during the **Period of Insurance** and within the **Territory** in connection with the **Business**.

b). Products Liability

Provided that such an action for damages is brought against the **Insured** within the jurisdiction of a court within the United Kingdom, Channel Islands and the Isle of Man, the **Underwriters** will indemnify the **Insured** against legal liability for damages and reasonable costs and expenses arising from **Accidental Bodily Injury** to any person or for **Accidental** loss of or damage to **Property** occurring during the **Period of Insurance** and within the **Territory** and caused by the **Product**.

LIMIT OF INDEMNITY (Applicable to **Public Liability** and **Products Liability** sub-sections)

The liability of the **Underwriters** for all damages payable by the **Insured** under this sub-section to any claimant or number of claimants in respect of any one claim or all claims of a series arising out of one occurrence shall not exceed the amount specified in the **Schedule**

SPECIFIC EXCLUSIONS (Applicable to **Public Liability** and **Products Liability** sub-sections)

The **Underwriters** shall not indemnify the **Insured** against liability:

- a) for loss of or damage to **Property** belonging to the **Insured** or in the custody or control of the **Insured** or of any **Employee** of the **Insured** other than:
 - i. **Employee** or visitors' **Property**;
 - ii. any premises including contents not being premises leased or rented to the **Insured**, which are temporarily occupied by the **Insured** for the purpose of carrying out work in or to such premises.
- b) arising from or caused by the ownership, possession or use by or on behalf of the **Insured** or of any **Employee** of any:
 - i. aero spatial device or craft designed to travel through air or water other than hand-propelled water craft on inland waterways;
 - ii. mechanically propelled vehicle licensed for road use other than liability caused by or arising out of:
 - a. the use of plant as a tool of trade on site or at the premises of the **Insured**
 - b. the loading or unloading of such vehicle
 - c. damage to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of such vehicle or it's load
 - d. motor vehicles or trailers temporarily in the **Insured's** custody and control for the purpose of cleaningbut this indemnity shall not apply if in respect of such, liability insurance or security is required under any legislation governing the use of the vehicle or if the indemnity is provided under any other policy of insurance.
- c) caused by any goods after they have ceased to be in the custody or control of the **Insured** other than food or drink supplied primarily for the use of **Employee** or for entertainment purposes.
- d) for **Bodily Injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any assault, battery, wounding or other use or threat of unlawful force or violence by the **Insured** or his / her **Employee**.
- e) for **Bodily Injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.
- f) for **Bodily Injury**, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any component building material that must be removed, encapsulated, or otherwise abated because its presence or release is a hazard to human health. Notwithstanding anything contained herein to the contrary the Underwriters shall not indemnify the Assured for any loss cost or expense directly or indirectly arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.
- g) for damages, direct or consequential, on account of "**Bodily Injury**," "**Property** damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, caused by, contributed to, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- h) for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens; or
- i) for any obligation or duty to defend any actions on account of "**Bodily Injury**," "**Property** damage," "personal or advertising injury," or "medical payments" arising out of, resulting from, or in any way related to any fungus of any kind whatsoever, including but not limited to mildew, mould, spore(s) or allergens:
 - i. irrespective of the cause of such fungus, mildew, mould, spore(s) or allergens, and whenever or wherever occurring.
 - ii. for purposes of this exclusion only, "**bodily injury**" shall include mental anguish, mental injury and/or emotional distress.
- j) caused by or in connection with any goods to the knowledge of the **Insured** manufactured, sold, supplied, erected, repaired, altered, treated, transported, serviced or installed by the **Insured** in or for delivery or use outside of the **Territory**
- k) for **Bodily Injury** sustained by the **Insured** or **Employee**.

C. GENERAL EXTENSIONS TO THE INSURANCE

Underwriters will as an extension to this insurance (exclusive of any other extension hereunder):

1. pay (in addition to the **Limit of Indemnity** so specified as applicable to the **Public Liability** and **Products Liability** sub-sections) such of the following as are incurred with **Underwriters'** prior written consent:
 - a) the costs of legal representation incurred by the **Insured** at any coroner's inquest or other inquiry in respect of any death, or at any proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in **Bodily Injury** which may be the subject of indemnity under any section of this insurance;
 - b) the costs and expenses of defence reasonably incurred by the **Insured** in relation to any matter which may be the subject of indemnity under this insurance;
2. where any contract or agreement between the **Insured** and the **Principal** so requires:
 - a) indemnify the **Insured** under the **Employers Liability** section or **Public Liability** sub-section against liability arising in connection with and assumed by the **Insured** by virtue of such contract or agreement;
 - b) indemnify the **Principal** under the **Employers Liability** section or **Public Liability** sub-section in like manner to the **Insured** in respect of the **Principal's** liability arising from the performance of such contract or agreement;

provided always that the **Insured** shall have arranged with the **Principal** for the conduct and control of all claims to be vested in **Underwriters** in accordance with paragraph 3 of the **Claims Conditions**;

3. in the event that the **Insured** is legally liable to any other **Insured**, indemnify each such **Insured** under the **Public Liability** sub-section in the same manner as and to the same extent that he would be so entitled under a separate Policy issued to him, but provided always that **Underwriters'** total liability to all such **Insured's** shall not thereby exceed either the amount otherwise indemnifiable but for this extension nor the **Limit of Indemnity**;
4. indemnify the **Insured** under the **Public Liability** sub-section against legal liability arising out of the use in the course of the **Business** of any motor vehicle not the **Property** of nor provided by the **Insured**, other than any such liability:
 - a) for loss of or damage to such vehicle or to **Property** conveyed therein or thereon; or
 - b) arising whilst such vehicle is being driven by the **Insured** in person;
5. in the event that any undermentioned person attends court as a witness at the request of **Underwriters** in connection with any matter which may be the subject of indemnity under this insurance, **Underwriters** will pay compensation to the **Insured** at the following rates for each day or part thereof on which such attendance is required:
 - a) each **Representative** other than the **Employee**: £100.00;
 - b) each **Employee**: £50.00;
6. indemnify the **Insured** and (at the **Insured's** request) the **representative** for all reasonable costs and expenses incurred with **Underwriters'** written consent in the defence of any criminal proceedings (or in any appeal against a conviction in such proceedings) brought in relation to the **Business** in respect of any:
 - a) breach of statutory duty concerning the health, safety or welfare of any **Employee** or alleged **Employee**, such indemnity being provided only under the **Employers Liability** sub-section;
 - b) breach of statutory duty under Part II of the Consumer Protection Act 1987, or any equivalent legislation, or any amendment or re-enactment thereof, such indemnity being provided only under the **Products Liability** sub-section
 - c) breach of statutory duty (other than as described under a) or b) hereof) concerning the health, safety or welfare of any person, or any loss of or damage to **Property**, such indemnity being provided only under the **Public Liability** sub-section;
 - d) offence (other than a breach of statutory duty) connected with any matter which is otherwise the subject of an indemnity under any section of this insurance, indemnity under this extension being provided only under that sub-section,

provided always that such breach of statutory duty or offence was committed or alleged to have been committed during the **Period of Insurance**.

7. indemnify (at the **Insured's** request) the **Representative** against any legal liability of that **Representative** arising in relation to the **Business** for which the **Insured** would be entitled to indemnity under any sub-section of this insurance if that liability was a liability of the **Insured**, indemnity under this extension being provided only under that sub-section;

8. in the event of the death, incapacity, insolvency or bankruptcy of the **Insured** or the **Representative**, indemnify or pay the estate, heirs, legal representatives, or assigns (as the case may be) of that **Insured** or **Representative** as if it or they were that **Insured** or **Representative**.
9. indemnify the **Insured** against all sums up to the Limit of Indemnity under the **Public Liability** sub-section specified in the schedule which the insured shall become legally liable to pay for movement arising from the obstruction of any vehicle (not owned or hired by or lent to the insured or any employee of the insured) provided that:
 - a) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
 - b) the movements are limited to vehicles parked on or obstructing the **Insured's** own premises or at any site at which the **Insured** or **Employee** is working
 - c) the vehicle causing obstruction is driven by use of the owner's ignition key
 - d) **Underwriters** shall not indemnify the **Insured** against:
 - i. damage to such vehicle
 - ii. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

D. GENERAL EXCLUSIONS

Underwriters shall have no liability under this insurance to provide any indemnity or benefit:

1. to the extent that indemnity is (or would be but for this insurance) available from any other source;
2. for any fine, penalty, or punitive or exemplary damages;
3. for any order for costs awarded in any criminal proceedings;
4. for any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
5. for any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) exposure to any magnetic, electric, or electromagnetic field or radiation, howsoever caused or generated;
6. for any legal liability under the **Employers Liability** section directly or indirectly resulting from or in consequence of the ownership, possession, hiring, or use by or on behalf of the **Insured** of any motor vehicle for which insurance is required under the Road Traffic Acts or equivalent legislation, other than for such liability in respect of the **Employee** when acting in the capacity of driver of that vehicle;
7. for any legal liability under the **Employers Liability** section or **Public Liability** sub-section directly or indirectly resulting from or in consequence of any work carried out by the **Employee** when **offshore**;
8. for any legal liability under the **Public Liability** sub-section directly or indirectly resulting from or in consequence of any:
 - a) loss of or damage to any aircraft, hovercraft, or waterborne craft, arising out of any work carried out therein or thereon by or on behalf of the **Insured**;
 - b) **Bodily Injury**, or loss of or damage to **Property**, arising from any **product**;
9. for any legal liability under **Public Liability** or **Products Liability** sub-sections directly or indirectly resulting from or in consequence of:
 - a) any **Bodily Injury** of the **Employee** arising out of and in the course of employment by the **Insured** in the **Business**;
 - b) the ownership, possession, hiring, or use by or on behalf of the **Insured** of any motor vehicle for which insurance is required under the Road Traffic Acts or equivalent legislation, aircraft, aerospace device, hovercraft, or waterborne craft other than a hand-propelled or sailing craft not exceeding 8 metres in length and in use on inland waters;
 - c) the assumption of such liability by the **Insured** under any contract or agreement which liability would not have attached in the absence of such contract or agreement;
 - d) loss of, or damage to, or the repair, alteration or replacement of, any **Property** owned by, or in the care, custody or control of, the **Insured**, other than such liability under the **Public Liability** sub-section for:
 - i. the personal **Property** of the **Representative**, or of any visitor to any premises in the occupation of the **Insured**;
 - ii. premises and their contents not owned by or leased or rented to the **Insured** at which and whilst the **Insured** is undertaking work in connection with the **Business**;
 - iii. premises and their fixtures and fittings whilst leased or rented to the **Insured** and insured against fire by or on behalf of the **Insured**.
 - e) the discovery of any defect in any premises disposed of by the **Insured**.
 - f) any **Bodily Injury**, or loss of, damage to, or loss of use of, **Property**, arising from seepage, pollution or contamination of any kind, or for any cost of neutralising, containing, removing, or cleaning-up any substance causing or resulting from any incidence of such seepage, pollution or contamination, other than (but subject to **Limit and Excess** paragraph 2a)) such liability directly caused by any sudden, unintended and unexpected event which occurs in its entirety at a specific place and time during the **Period of Insurance**.

10. a) Resulting from loss, distortion or erasure of computer system records:
- i. whilst such records are mounted in or any machine for use or processing unless such loss, distortion or erasure is caused by fire, lightning, aircraft or water damage or any negligent act or omission on the part of the **Insured**;
 - ii. caused by wear, tear, vermin or gradual deterioration;
 - iii. caused by climatic or atmosphere conditions or extremes of temperature;
 - iv. due to the presence of magnetic flux or due to loss of magnetism unless caused by lightning;
 - v. due to the defects in computer software;
- b) arising directly or indirectly out of the transmission or receipt of:
- i. a virus, and or
 - ii. a program and/or
 - iii. a code
- that causes a loss of or damage to any documents and/or computer system and/or prevents or impairs any computer system from performing and/or functioning accurately or properly;
- c) caused by use or misuse of the internet, extra-net, and/or caused via the **Insured's** own website, internet site, web-site address and/or via the transmission of electronic mail or documents by electronic means.
11. In respect of any claim arising in connection with any work on or in:
- a) docks harbours or railways
 - b) watercraft
 - c) chemical or petrochemical works oil or gas refineries or storage facilities
 - d) aircraft airports or airfields
 - e) power stations
 - f) nuclear power stations
 - g) any installation where nuclear processing is undertaken
 - h) towers steeples chimney shafts blast furnaces viaducts bridges tunnels flyovers dams motorways quarries mines or collieries

E. LIMIT AND EXCESS

1. **Underwriters'** total liability under the **Employers Liability** section in respect of all claims against the **Insured** arising from any one originating cause shall not exceed the **Limit of Indemnity**, irrespective of the number of such claims or claimants.
2. **Underwriters'** total liability under the **Public Liability** sub-section in respect of all claims against the **Insured** arising:
 - a) from any and all events during the **Period of Insurance** for which indemnity is provided solely by virtue of the exception to **General Exclusions** paragraph 9.f) shall not (other than as provided in **General Extensions to the Insurance** paragraph 1.) exceed the amount otherwise indemnifiable but for that exception nor the **Limit of Indemnity**;
 - b) other than under a) hereof from any one originating cause shall not (other than as provided in **General Extensions to the Insurance** paragraph 1.) exceed the **Limit of Indemnity**, irrespective of the number of such claims or claimants.
3. **Underwriters'** total liability under the **Products Liability** sub-section in respect of the **Period of Insurance** shall not (other than as provided in **General Extensions to the Insurance** paragraph 1.) exceed the **Limit of Indemnity**.
4. **Underwriters'** shall not be liable under the **Public Liability** or **Products Liability** sub-sections in respect of all claims against the **Insured** for loss of or damage to **Property** arising from any one originating cause to the extent of the excess so specified in the **Schedule** as applicable to that sub-section.
5. **Underwriters'** will not be liable under the **Public & Products Liability** and **General Extensions** sections for the first £1,000 of each and every loss or as otherwise specified in the **Schedule**.

F. CLAIMS CONDITIONS

1. The **Insured** shall as a condition precedent to **Underwriters'** liability to make any payment under this insurance give **Underwriters** immediate notice in writing of every:
 - a) occurrence which gives or may give rise to a claim by the **Insured** under this insurance;
 - b) claim made or threatened against the **Insured**;
 - c) notice of any impending prosecution, inquest, inquiry, or other proceedings, relating to any matter for which indemnity or benefit may be provided under this insurance;

to include full particulars thereof and every letter, demand, writ, summons, or other notice or process received by the **Insured**.
2. The **Insured** shall as a condition precedent to **Underwriters'** liability to make any payment under this insurance give **Underwriters** all information and assistance as they may reasonably require, take no action which might prejudice **Underwriters**, and not admit liability for or offer to settle any claim, costs or expenses without the written consent of **Underwriters**.
3. **Underwriters** shall be entitled at any time and at their sole discretion to:
 - a) take over and conduct in the **Insured's** name the defence of any claim and to prosecute in the **Insured's** name for **Underwriters'** benefit any claim for indemnity or damages or otherwise against any third party;
 - b) conduct any negotiations and proceedings and the settlement of any claim;
 - c) pay to the **Insured** the **Limit of Indemnity** (less any costs incurred by **Underwriters**) or any lesser sum for which any claim can be settled, whereupon they shall be under no further liability to the **Insured** in respect of such claim.
4. Any person other than the **Insured** claiming any indemnity or benefit under this insurance shall observe, fulfil and be subject to the terms, conditions and limitations of this insurance (insofar as they apply) as if he were the **Insured**.

G. GENERAL CONDITIONS

1. If the **Insured** shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this insurance shall become void and all claims or benefit hereunder shall be forfeited.
2. **Underwriters'** liability under any and all contracts of insurance evidenced or deemed to be evidenced by this insurance shall be the liability so specified in this insurance as applicable to any one such contract and shall not (save as so specified) be varied or deemed varied by virtue of the number or type of **Insured's** or claims under this insurance.
3. The **Insured** shall take all reasonable precautions to prevent **Bodily Injury** to persons or loss of or damage to **Property** and shall maintain all buildings, plant and vehicles in sound condition.
4. If the premium is subject to adjustment, the **Insured** shall maintain and retain a record of the particulars necessary for that purpose and shall at all reasonable times allow **Underwriters** or their representatives to inspect such record. Immediately following expiry or cancellation of this insurance, the **Insured** shall declare such particulars to **Underwriters**. The premium shall then be adjusted and any additional premium paid by the **Insured** or (subject to any minimum premium shown in the **Schedule** or otherwise customary) any return premium paid to the **Insured**.
5. This insurance shall be deemed cancelled by or on behalf of **Underwriters** upon expiry of thirty days notice of such cancellation sent by recorded delivery to the **Insured** and the **Insured** shall thence be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance**.
6. The **Insured** shall give **Underwriters** notice in writing as soon as reasonably practicable any alteration, which materially affects the risk insured. On receipt of such notice, **Underwriters** shall have the option to continue this insurance without amendment, to cancel this insurance with immediate effect, to require payment of an additional premium or to apply appropriate conditions to reflect the change in circumstances. In the event the **Underwriters** require the payment of an additional premium and this is unacceptable to the **Insured**, this insurance shall be deemed to be cancelled with immediate effect.
7. Any dispute concerning this insurance which has not been resolved to the reasonable satisfaction of the **Insured** following its reference to **Underwriters** shall at the sole discretion of **Underwriters** be submitted to:
 - a) any English court of competent jurisdiction ; or
 - b) arbitration in the London Court of Arbitration.
8. Notice under this insurance shall be deemed duly given:
 - a) to **Underwriters** if sent by first class prepaid post to:
The Chief Executive
Anglo Pacific Consultants (London) Ltd
80 Leadenhall Street
London
EC3A 3DH
or to such other address as has been notified to the **Insured** for this purpose from time to time;
 - b) to the **Insured** or any other person if sent by post to his / her last known address.

H. SPECIFIC WARRANTIES

1. BURNING AND WELDING WARRANTY

The Insured hereby warrants that the following special precautions will be complied with on each occasion of any of the following work:-

- a) Work involving the use of any blow lamp, blow torch, flame gun or hot air gun:-
 - i. The area in which work is to be carried out is to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible material;
 - ii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
 - iii. All blow lamps, blow torches and flame guns are to be lit in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
 - iv. Hot air guns are to be switched off when unattended and immediately after use;
 - v. During the period of not less than thirty minutes immediately following completion of each period of work, a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work;

- c) Work involving any electric, gas or other welding, cutting or portable grinding equipment:-
 - i. The area in which the works if to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
 - ii. Wherever practicable, all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
 - iii. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
 - iv. All torches are to be lit and used in strict accordance with the manufacturer's instructions, not left unattended when lit and extinguished immediately after use;
 - v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use;
 - vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off;
 - vii. Wherever practicable, gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
 - viii. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

- c) Work involving asphalt or bitumen tar boilers:-
 - i. Regulation spill trays are to be used.
 - ii. All tar boilers are to be kept wholly at ground level.
 - iii. The equipment and work is not to be left unattended at any time whilst in use.
 - iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work.
 - v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).