



**Taxi, Minibus & Coach**

Max 10/10 Policy



## Introduction

Thank You for choosing Towergate Underwriting Liability and Construction  
This is Your policy, setting out Your insurance protection in detail.

Your premium has been based upon the information shown in The Schedule and recorded in the written application You have signed and/or declaration You have made. Please read it carefully to make sure that it meets Your requirements and that the details on The Schedule are correct.

If after reading Your policy You have any questions, please contact Your insurance adviser.

## Contents – a guide to Your policy

This policy booklet consists of individual sections. It should be read in conjunction with The Schedule which indicates both the sections You are insured under and gives precise details of the extent of Your insurance protection.

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## The Contract of Insurance

The policy, the application form and/or declaration made by You and The Schedule should be read together and form the contract of insurance between You, The Policyholder and Us Towergate Underwriting Liability and Construction. In return for You having paid or agreed to pay the premium for the period of insurance, we will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the policy.

On behalf of Towergate Underwriting Liability and Construction

Signature



"Clive Bacon  
Towergate Underwriting Liability and Construction  
(a trading name of Towergate Underwriting Group Limited)  
for and on behalf of insurers"

## IMPORTANT

**This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.**

**If You are not sure whether certain facts are relevant please ask Your advisor. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.**

**You should keep a written record (including copies of letters) of any information You give Your insurance adviser when You renew this policy.**

## Law Applicable

The policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

### Our Service to You

Our goal is to give excellent service to all Our customers. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service you expect We welcome your feedback. We will record and analyse your comments to make sure We continually improve the service We offer.

### What happens if You complain?

- A) We will acknowledge Your complaint within 2 working days of receipt.
- B) We aim to resolve complaints within 5 working days.
- C) Once an assessment and full investigation of Your concern has been made We will respond with a decision.

Most of Our customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response. This will not be beyond 28 working days from when You first made Your complaint.

If You remain unhappy with the decision You receive from Towergate Underwriting Liability & Construction and You are still unhappy with the final decision or We haven't dealt with the issue within 56 days You may be able to refer the matter to the Financial Ombudsman Service (FOS).

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

What You should do if You would like to complain. Following this complaints process will not affect Your legal rights.

### The steps You should take if dissatisfied

#### Step 1 Seek resolution by Your insurance adviser or usual Towergate Underwriting Liability & Construction point of contact.

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone whichever suits You, and ask Your contact to review the problem.

#### Step 2 Refer Your complaint to Towergate Underwriting Liability & Construction's Managing Director.

If You remain unhappy with the decision You receive You should contact, with full details including Certificate number and/or claim number, the

Managing Director  
Towergate Underwriting Liability & Construction  
Towergate House  
20 Ellerbeck Court  
Stokesley  
North Yorkshire  
TS9 5PT  
Tel 0845 072 0224  
Fax 0845 072 0230  
Email: [liabilityandconstruction@towergate.co.uk](mailto:liabilityandconstruction@towergate.co.uk)

#### Step 3 Refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to Towergate Underwriting Liability & Construction You are still unhappy and You feel the matter has not been resolved to Your satisfaction, please contact the FOS at  
Financial Ombudsman Service South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel 08450 801800

#### Compensation Scheme

The Underwriters of this insurance as defined in this Certificate are covered by the Financial Services Compensation Scheme (FSCS). If they cannot meet their obligations, You may be entitled to compensation under this scheme depending on the type of insurance and the circumstances of the claim.

#### Further information about compensation scheme arrangements is available from the FSCS.

You can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk) or write to

Financial Services Compensation Scheme  
7th Floor  
Lloyd's Chambers  
Portsofen Street  
London  
E1 8BN

## Policy Definitions

Each time we use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

### Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### Employee

Any person who is

1. under a contract of service or apprenticeship with You
2. borrowed by or hired to You
3. a labour master or supplied by a labour master
4. employed by labour only sub-contractors
5. self employed
6. under a work experience or training scheme
7. a voluntary helper while working under Your control in connection with The Business
8. an outworker or home worker when engaged in work on Your behalf.

### Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your business activities.

### Microchip

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

### Money

Current

1. coin, bank and currency notes
2. postal and money orders, bankers drafts, cheques and giro cheques
3. crossed warrants, bills of exchanges and securities for money
4. postage, revenue, national insurance and holiday with pay stamps
5. national insurance and holiday pay with cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions.
6. credit card sales vouchers, luncheon vouchers and trading stamps
7. VAT invoices

### Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform

### Period of Insurance

From the effective date until the expiry date (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

### System

Computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

### Terrorism

Acts of 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### The Business

Activities directly connected with The Business specified in The Schedule.

### The Excess

The amount or amounts specified in The Schedule which You agree to pay as Your contribution

### The Premises

The premises specified in The Schedule.

### The Schedule

The document which specifies details of The Policyholder, the premises, Property Insured and any excesses, endorsements and conditions applying to the policy.

### We / Us / Our / TULAC

Towergate Underwriting Group Limited trading as Towergate Underwriting Liability & Construction on behalf of the insurers whose identity is stated in the General Endorsement entitled Identity of Insurers attaching to The Schedule and whose proportionate liability will be detailed upon request.

### You / Your / The Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as the policyholder.

## Section 1 – Employers' Liability

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

(1) Fees for The Insured's legal representation at

- (a) any Coroner's Inquest or Fatal Accident Inquiry
- (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty

(2) Costs and expenses

incurred with Our written consent

(3) Any claimant's legal costs for which The Insured is legally liable

in connection with any Event which is or may be the subject of indemnity under this Section.

### Terrorism

Acts of 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or Offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organizations

(ii) first aid, fire, security and ambulance services

in their respective capacities as such

- (c) any principal for whom You are carrying out a contract to the extent required by the contract conditions
- (d) those who hire plant to You to the extent required by the hiring conditions

or the personal representative of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one Event.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

### Cover

We will indemnify The Insured against

- (1) The legal liability to pay Compensation
- and
- (2) Costs and Expenses

in respect of Bodily Injury caused during The Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity.

### Clauses

The following clauses apply to this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant that are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.

- (5) Your participation in exhibitions.
- (6) Private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

### **Contractual Liability**

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that that the conduct and control of any claim is vested in Us.

### **Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) In respect of proceedings which
  - (a) result from any deliberate act or omission by You.
  - (b) relate to the health and safety of any person other than an Employee.
- (3) where indemnity is provided by another insurance policy.
- (4) In respect of fines or penalties of any kind

### **Our Right of Recovery**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### **Payment for Court Attendance**

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £ 500 per day.
- (2) each Employee is £250 per day.

### **Unsatisfied Court Judgments**

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

### **Exceptions**

The following exceptions apply to this Section. (Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) work Offshore.
- (2) Bodily Injury for which The Insured is required to arrange motor insurance or security in accordance with road traffic legislation.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or Event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above

except as stated in Special Provision – Terrorism below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (3) (a) and/or (3) (b) above regardless of any other contributory cause or Event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### **Special Provision – Terrorism**

Subject otherwise to the terms of the policy

When the Employers' Liability Section is insured by this policy neither of the exclusions in (3) (a) and (3) (b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to GBP 5,000,000 including Costs and Expenses.

### **Conditions**

The following conditions apply to this Section.  
(Also refer to the Policy Conditions at the back of this policy booklet).

#### **Suspension of Cover**

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

## Section 2 – Public and Products Liability

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Abuse

- (a) acts of hurting or injuring mentally or physically by maltreatment or ill-use or
- (b) acts of forcing sexual activity rape or molestation or
- (c) repeated or continuing contemptuous coarse or insulting words or behaviours

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

damages, including interest.

#### Costs and Expenses

- (1) Fees for The Insured's legal representation at
  - (a) any coroner's inquest or fatal accident inquiry
  - (b) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and Expenses incurred with Our written consent
- (3) any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

#### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage

but not including loss of Data

#### Financial Loss

A pecuniary loss suffered by any

- (1) customer of
- (2) user of any Products Supplied by

The Insured and not caused by Personal Injury or Damage to Property.

#### Personal Injury

- (1) Bodily Injury
- (2) Wrongful
  - (a) arrest, detention or imprisonment
  - (b) eviction
  - (c) accusation of shoplifting

#### Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

#### Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in Your custody or control.

#### Property

Material property but shall not include Data

#### Terrorism

Acts of 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 of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### The Defined Territories

Great Britain, Northern Ireland, The Isle of Man, the Channel Islands or offshore installations within the continental shelf around such territories.

#### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause

#### The Insured

- (1) You
- (2) Your personal representatives in respect of legal liability You incur
- (3) At Your request
  - (a) any director, partner or Employee of Yours
  - (b) the officers, committees and members of Your
    - (i) canteen, social, sports, educational and welfare organizations
    - (ii) first aid, fire, security and ambulance services in their respective capacities as such
  - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions

- (d) those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim has been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### **The Limit of Indemnity**

The maximum amount, stated in The Schedule, which We will pay in respect of any one Event.

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all Events happening in any one Period of Insurance.

### **The Territorial Limits**

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

### **The Works**

All works completed or to be completed by You or on Your behalf including

- (1) materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions

## **Cover**

We will indemnify The Insured against

- (1) legal liability to pay Compensation and
- (2) Costs and Expenses in respect of accidental
  - a) Personal Injury
  - b) Damage to Property
  - c) Obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is The Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
- (2) Canada

The maximum We will pay, inclusive of Costs and Expenses is the Limit of Indemnity.

## **Clauses**

The following clauses apply to this Section.

### **Additional Activities**

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) Upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation at exhibitions.
- (6) Private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

### **Buildings Temporarily Occupied**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purposes of carrying out The Business.

We will not provide indemnity in respect of Damage to

- (1) premises and their contents which You own or are loaned, leased, hired or rented to
  - (a) The Insured
  - (b) any other party who is carrying out work on Your behalf
- (2) The Works

### **Contractual Liability**

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work or Product Supplied unless liability would have attached in the absence of the agreement.

### **Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy has been issued to each. The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### **Data Protection Act 1998**

We will indemnify The Insured in respect of

- (1) legal fees and defence costs
- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data The Insured holds
  - and
  - (b) who suffers damage or distress caused by

- (i) inaccuracy of the data
- (ii) loss of the data
- (iii) unauthorised destruction or disclosure of the data
- (iv) unauthorised access to the data arising from proceedings brought against The Insured under Section 13 of the Data Protection Act 1998.

We will not provide indemnity in respect of

- (1) (a) Personal Injury other than as provided by this Clause
- (b) Damage to Property
- (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
- (d) libel, slander or defamation
- (2) Consequential losses
- (3) Liability
  - (a) as a result of You having authorised the destruction or disclosure of the data
  - (b) which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
- (4) any fine or statutory payment
- (5) liability which arises solely by reason of the terms of any agreement
- (6) liability in respect of liquidated damages or under any penalty clause
- (7) legal costs or expenses or Financial Losses in respect of any order
  - (a) for rectification or erasure of data
  - (b) requiring the data to be supplemented by any other statements
- (8) proceedings relating to Compensation for any
  - (a) Employee if the Employers' Liability Section of this policy is not in force
  - (b) third party if the Public and Products Liability Section of this policy is not in force.

#### **Defective Premises**

We will indemnify The Insured in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

#### **Employees' and Visitors' Personal Belongings**

We will indemnify The Insured in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings, which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purpose of being worked upon

#### **Hired or Rented Premises**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion.
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.

#### **Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 199**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act omission or incident committed during The Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.
- (3) where indemnity is provided by another insurance policy.

### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with our written consent for defending proceedings, including appeals
- (2) cost of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
  - (a) result from any deliberate act or omission by You
  - (b) relate to the health and safety of any Employee
- (3) where indemnity is provided by another insurance policy

### **Motor Contingent Liability**

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
  - (a) not owned by
  - (b) not loaned, leased, hired or rented to You nor provided by Youand
- (2) being used in connection with The Business in The Defined Territories

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer
- (2) while the vehicle is being driven by
  - (a) You
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy

### **Overseas Personal Liability**

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy

### **Passengers Baggage and Personal Effects**

We will indemnify The Insured in respect of legal liability for accidental loss of or Damage to baggage or personal effects not the property of The Insured nor any Employee but deposited with The Insured for safe keeping

Provided that

- (1) such baggage and personal effects will be kept in a locked and secure place whilst unattended and in respect of losses arising from theft or attempted theft in a securely locked baggage compartment of any vehicle whilst in transit
- (2) We will not provide indemnity in respect of
  - (a) any unexplained loss or Damage to baggage or personal effects
  - (b) Loss or Damage to baggage or personal effects following theft or attempted theft from any premises or vehicle unless there are signs of violent and forcible entry into or exit from such premises or vehicle.
- (3) The maximum We will pay is
  - (a) GBP 1,000 any one passenger
  - (b) GBP 50,000 any one vehicle
  - (c) GBP 100,000 in any one Period of Insurance
- (4) We will not pay the first GBP 100 of each and every claim for loss or Damage under this clause

This amount will not apply in respect of loss or Damage following any accidental Damage to the carrying vehicle caused in any attempt to avoid any accident or collision. The maximum amount payable arising out of any one such incident will not exceed GBP 1,000

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay for

- (1) You, each director or partner is £500 per day
- (2) each Employee is £250 per day

### Products Supplied Aggregate Limit

In respect of Products Supplied the Limit of Indemnity will apply to the total of all Events happening in any one Period of insurance.

## Exceptions

The following exceptions apply to this Section. (Also refer to the Policy Exceptions at the back of this policy booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business
- (2) the ownership, possession or use by or on behalf of The Insured of any

- (a) aircraft, aerial device, watercraft or hovercraft
- (b) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
  - (i) where described in the Motor Contingent Liability Clause
  - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
  - (iii) hand propelled or sailing craft which are less than 8 metres in length and barges used solely on inland or territorial waters.

### (3) Damage to Property

- (a) which You own or is loaned, leased, hired or rented to The Insured
- (b) which is held in trust or in the custody or control of
  - (i) the Insured
  - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors'

Personal Belongings Clause or the Buildings Temporarily Occupied Clause or the Passengers Baggage and Personal Effects Clause.

- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied previously under a separate contract)
  - (b) The Works
- (5) recalling or making refunds in respect of
  - (a) Products Supplied
  - (b) The Works
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (7) the carrying out of any work or any Products Supplied for incorporation within any aircraft or other aerial device.
- (8) Pollution or Contamination
  - (a) occurring in the United States of America or Canada.
  - (b) other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.

- (9) work Offshore
- (10)(a) liquidated damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages
- (11) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relation to (a) above

except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with (11) (a) and / or (11) (b) above regardless of any other contributory cause or event

## Special Provision – Terrorism

Subject otherwise to the terms of the policy

Neither of the exclusions in (11) (a) and (11) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to GBP 5,000,000 or any other amount specified in the policy for Public and/or Products Liability whichever is the lower.

(12) The amount of The Excess shown in The Schedule as applying in respect of each and every Event resulting in Damage to Property.

You will reimburse any such amount paid by Us

(13) (a) fears of the consequences of exposure to or inhalation of

(b) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any Property arising out of the presence of

Asbestos including any products containing Asbestos.

(14) Products Supplied which The Insured knew, knows or could be expected to know would be used within the United States of America or Canada.

(15) legal liability arising from Abuse.

(16) liability arising out of the operation or arrangement by or on behalf of The Insured of travel, accommodation or leisure facilities for customers of The Insured.

(17) loss of Damage to Property arising from the performance of work involving the use of any

a) electric, oxy-acetylene or similar welding or cutting equipment

b) cutting and grinding equipment using abrasive disks or wheels

c) blow lamp, blow torch, flame gun, hot air gun or hot air stripper

d) asphalt, bitumen, tar or pitch heater

e) thermal lance

other than on premises owned leased or rented by You.

## Conditions

The following conditions apply to this Section.  
(Also refer to the policy conditions at the back of this policy booklet)

### Suspension of Cover

We may, at any reasonable time, inspect any Property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

## Policy Conditions

Each Section of the policy contains conditions. They must be read in conjunction with the following policy conditions which apply to all Sections unless otherwise stated.

### (1) Alteration of risk

We will at Our option avoid the policy from the inception of this insurance where

- (a) there has been any alteration to the property insured and / or the premises and / or the business after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, accident or injury

or

- (b) Your interest ceases except by will or operation of law unless we have accepted the alteration.

### (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

### (3) Cancellation

We may cancel the policy

- (a) by sending You 30 days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period.

- (b) immediately if the premium has not been paid or if there has been a default under an instalment or linked credit agreement.

We will not refund any instalment paid.

### (4) Claims Procedure

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell us immediately of any Event or occurrence which may result in a claim
- (b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves.
- (c) At Your expense, provide Us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the Event or occurrence, or such further time that We may allow.

- (d) provide us with all information and help We require in respect of the claim.
- (e) pass to Us unanswered, immediately, all communications from third parties in relation to any Event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow us to take over and conduct in Your name the defence or settlement of any claim. You will also allow us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give us all information and assistance required.

### (5) Contribution

**Applicable to Employers' Liability Section and Public and Products Liability Section.**

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

### Applicable to all other Sections insured by this policy

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a rateable share of the loss.
- (2) If the other insurance is subject to a condition of average and this policy is not, this policy will become subject to the same condition of average.
- (3) If the property insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the sum insured bears to the value of the property.

### (6) Discharge of Liability

We may at any time pay

- (a) The Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of claim or with Our consent.

**(7) Fraud**

We will at Our option avoid the policy from the inception of this insurance or from the date of the claim or alleged claim, or avoid the claim

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated, whether ultimately material or not

or

- (b) a false declaration or statement is made or fraudulent device put forward in support of a claim.

**(8) Identification**

The policy and The Schedule will be read as one contract

**(9) Non Disclosure, Misrepresentation or Misdescription**

The policy is voidable if there has been any misrepresentation, misdescription or failure to disclose any material fact by You or anyone acting for You.

**(10) Reasonable Precautions**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair.
- (b) take all reasonable precautions to prevent
  - (i) loss or destruction of or damage to the Property Insured
  - (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner.
- (d) keep books with a complete record of purchases and sales.

**(11) Reinstatement**

When We decide, or are required to reinstate or replace any property You will at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

The maximum amount We will pay in respect of any

one item is The Limit of Indemnity or the Sum Insured for that item

**(12) Subrogation**

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

- (a) enforce a right or remedy

or

- (b) obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

**(13) Subjectivity**

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, (The Policyholder,) and Us (TULAC.)

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
  - (i) providing Us with any additional information requested by the required date(s),
  - (ii) completing any actions agreed between You and Us by the required date(s),
  - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises, Your Contract Sites, and/or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless we agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to The Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction. In the event that the matter

cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition (3) Cancellation.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the IMPORTANT note within The Contract of Insurance page of Your policy booklet.

## Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or Event.
  - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - (b) nationalisation, confiscation, requisition seizure or destruction by any government or any public authority.
  - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) above.

However,

- (1) Exceptions (1) (a) (b) and (c) do not apply to the Employers liability when insured by this policy.
  - (2) Exception (1) (b) does not apply to the Public and Products Liability section, when insured by this policy
- (2) Personal Injury or Damage to any Property, any loss or expense whatsoever, any consequential loss or any legal liability 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 or from the combustion or nuclear fuel.
    - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear instillation, reactor or other nuclear assembly or nuclear component thereof.

However,

- (i) in relation to the Employers' Liability Section, Exception (2) (a) only applies when You under contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
- (3) (a) money
  - (b) securities or bonds
  - (c) jewellery or precious stone
  - (d) precious metals or bullion
  - (e) furs or curios
  - (f) rare books or works of art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer systems records
  - (j) explosives
  - (k) property in transitunless specifically mentioned

However, exceptions (3) (a) to (k) do not apply to the following Sections when insured by this policy

- (i) Employers' Liability
- (ii) Public and Products Liability

## Contact us:

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