

Combined Liability
Policy

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Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions and additionally under Definitions within particular individual **Sections**, where they are specific to that **Section**.
- All titles, headings and “Helpful Information” (highlighted in coloured boxes) in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement acts, statutory orders and regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neuter.

Your contract of insurance

Policy Content

This **Policy** provides an extensive range of potential cover arranged in **Sections**. It is designed to allow **You** and/or **Your** insurance adviser to select cover suitable for the demands and needs of **Your Business**. The **Sections** of cover **You** have chosen for **Your Business** are stated in the **Schedule**, which forms part of this contract. The contents table at the beginning of this **Policy** will help **You** find **Your** way around.

Your Policy is subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

This **Policy** is a legal contract between **You** and **Us**. **We** provide this insurance in return for the premium **You** have paid or have agreed to pay. **We** and **You** are free to choose the law applicable to this **Policy**. Unless specifically agreed otherwise this **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

We (the **Insurer**) have given written delegated authority to our **Binding Underwriter** to underwrite on **Our** behalf. Details of the **Insurer(s)**, **Binding Underwriter** and Unique Market Reference number are as stated in the **Schedule**.

It is important that **You**:

- read and review any information **You** or **Your** insurance adviser provide to **Us**, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that **Your Policy** (including any **Endorsements**), the **Sections**, **Schedule**, **Sums Insured** and **Limits of Indemnity** are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) and the specific Exclusions applying to each **Section**, to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return for correction to, if applicable **Your** insurance adviser or to **Our Binding Underwriter**.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it.

The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent claims.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

Cancellation

The circumstance in which this **Policy** can be cancelled are set out under the heading Policy Cancellation (see the contents table).

Enquiries

If **You** have any questions or enquiries or do not understand anything in relation to this **Policy**, please contact, if applicable, **Your** insurance adviser or **Our Binding Underwriter**.

Complaints

We are committed to providing a high quality service to **You**. If there is an occasion when **Our** service does not meet **Your** expectations please contact **Our Binding Underwriter**. Should **You** wish to complain please refer to the How to Complain procedure at the end this **Policy**.

Your Personal Information Notice

The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address, contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit. It may also prevent **Us** from providing cover for **You** or handling **Your** claims.

For the purpose of providing insurance and handling claims or complaints **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, advisers, agents, brokers (when making applications), insurers, reinsurers, loss adjusters (if **You** claim), sub-contractors, compulsory insurance databases, regulators, law enforcement agencies, fraud and crime prevention agencies. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

If you provide other people's details to us

Where **You** provide **Us** or **Your** insurance adviser with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

If you would like more information

For more information about how **We** use **Your** personal information, please see **Our** privacy policy, which is available on **Our** website (www.ascotgroup.com/lloyds/privacy-policy) and in other formats upon request. Additional information on how the insurance market uses data is provided by the Lloyd's Market Association ("LMA") in their Insurance Market Core Uses Information Notice.

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance adviser who provided **You** with **Your** insurance in the first instance, or directly with **Us** by contacting:

The Data Protection Officer
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

Your Duties

You must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part.

Your Duty of Fair Presentation

We have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**);
- the information **You** provide, including **Your** answers to any Statement of Fact and all other information **You** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

Helpful Information

Material Information

You must search for all material information and disclose it to **Us** without misrepresentation. Material information is anything which might reasonably influence **Our** decision to offer **You** insurance or the terms (including the premium) on which any offer is made. It includes facts, circumstances, allegations and events. Material information includes special or unusual facts concerning **You** or **Your Business**, any particular concerns **You** may have which have led **You** to seek or increase **Your** insurance cover and any other facts relevant to the risk taken by **Us**. **You** should assume that all information specifically sought by **Us** is material, whether in a Statement of Fact or otherwise.

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any claim:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty **We** would not have entered this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and need not return the premium paid;
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
 - A. **We** would not have entered this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all claims, reclaim any sums paid to **You** and return the premium paid;
 - B. **We** would only have entered this **Policy** on different terms, **We** will be entitled to:
 - i. treat this **Policy** as if it had been entered into on those different terms;
 - ii. reduce any claim in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We**, **Our Binding Underwriter** and/or **Your** insurance adviser will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

Notifying any changes during the policy period

Your failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any claim, in whole or part. Claims arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information you declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Our Binding Underwriter** as soon as reasonably practicable.

We will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.

Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. Each **Section** includes details of **Your** duties applying to that specific **Section**, including some duties which apply only to specific extensions of cover. The General Conditions (which appear after the **Sections** and General Exclusions) include duties which apply to more than one **Section**. The Making a Claim Section includes duties relating to the claim process.

Conditions Precedent to our Liability

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to our liability.

Any conditions precedent to our liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a claim.

Non-payment of premium

In the event that **You** do not pay the promised premium to **Your** insurance adviser or **Us** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

If **Your Policy** is cancelled, **We** or **Our Binding Underwriter** will send **You** a letter of cancellation to **Your** last known address.

Compliance with Terms and Conditions

You must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach.

Making a Claim

This part of **Your Policy** explains how to make a claim and explains **Your** obligations relating to the claims process.

Our Claims Commitment to You

We aim to provide **You** with an efficient and easy to use claims service. To do this **We** may use specially selected companies to deal with **Your** claim on **Our** behalf.

We will, throughout the claims process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your** claim.
- Inform **You** if **We** cannot deal with any part of **Your** claim and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any claim, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated claim under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any claim, **We**:

1. will not be liable to pay the claim; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above **We**:

- A. shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a claim or if **We** are notified of circumstances which may give rise to a claim); and
- B. need not return any premium paid.

Claim Conditions

Conduct and Control of Claims

You must:

1. give **Us** notice in writing as soon as reasonably practicable, and in any event within thirty (30) days, after **You** become aware of any occurrence, third party claim or other circumstances which may give rise to a claim under this **Policy**;
2. notify **Us** as soon as reasonably practicable, and in any event within seven (7) days, after receipt of any claim form, summons or other process served upon **You** which may give rise to proceedings covered by this **Policy**;
3. take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury** at **Your** own expense (some or all such expense may be recoverable depending upon the terms of this **Policy**);

4. not admit liability either verbally or in writing even if asked to do so by a third party;
5. not make or give any offer, promise, payment or indemnity in relation to any claim without **Our** prior written consent;
6. not waive any subrogation rights against a third party without **Our** prior written consent;
7. promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with investigating or verifying the claim and if demanded a statutory declaration of the truth of the claim and any connected or related matters;
8. pay any applicable **Excess** when requested by **Us**;
9. not abandon property except as authorised or required by **Us**;

Defence and Discharge of Claim

At **Our** discretion **We** may:

1. take full responsibility for conducting, defending or settling any claim in **Your** name;
2. take any action **We** consider necessary to enforce **Your** rights to defend any claim under this **Policy**;
3. at any time pay up to the **Limit of Indemnity** or any lesser amount for which a loss can be settled and **We** shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment.

Arbitration

After **We** have accepted liability in writing should there be a dispute between **You** and **Us** as to the amount to be paid this can be referred to an arbitrator who will be appointed by **You** and **Us** in accordance with the law at the time. **You** may not take any legal action against **Us** over the dispute prior to the arbitrator having reached a decision.

Subrogation

We are entitled to in **Your** name:

1. take the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
2. take over the conduct, defence or settlement of a claim against **You** by another person.

and **You** must promptly provide **Us** or **Our** chosen specialist claims handlers, legal advisers and consultants with any information, assistance or cooperation which **We** or they may reasonably require in connection with 1 or 2 above

How to Report a Claim

Should **You** need to report or make a claim to **Us**, please contact **Our** specialist claims handler Woodgate and Clark Limited, whose details are below. **You** may if **You** wish also advise **Your** insurance adviser or **Our Binding Underwriter** to do this on **Your** behalf.

Woodgate and Clark Limited
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

Claims Telephone: +44 (0) 1732 520273

Out of office Telephone: +44 (0) 1732 520270

Email: newclaim@woodgate-clark.co.uk

It will be helpful when reporting a claim if **You** are able to advise the **Policy** number and brief details of the claim.

What to do in the event of a claim

You should take all reasonably practicable steps to mitigate or reduce further **Damage** or **Bodily Injury**. No prior approval is required.

If possible provide evidence in the form of photos of damage, injury and documentation including quotes, invoices or receipts.

You should not admit liability even if asked to do so by a third party.

You shall give **Us** or **Our** representative all necessary assistance.

Complete and return any claim form sent to **You**, as soon as possible.

General Definitions

The following definitions apply to this **Policy** and shall keep the same meaning wherever they appear unless amended by a **Section** Definition. In the case of any conflict between the General Definitions and a **Section** Definition, the Definition in that **Section** shall prevail.

Aggregate	Is the total amount We shall pay in any one Period of Insurance for any and all claims.
Asbestos	Asbestos, asbestos fibres or any derivatives of asbestos including any substance or product containing any asbestos fibres or derivatives.
Authority	Any governmental or statutory authority or other body implementing or enforcing legislation or regulation, including bye-laws of any municipal or local authority, or European Union Directive, within the Territorial Limits .
Binding Underwriter	As stated in the Schedule .
Bodily Injury	Bodily injury including physical injury, death, disease or illness (including but not limited to mental anguish or shock).
Business	As described in the Schedule conducted within the Territorial Limits including: <ol style="list-style-type: none">1. the ownership maintenance and repair of Premises owned or occupied by You;2. Your provision and management of canteen sports social or welfare organisations for the benefit of Employees and ambulance first aid fire medical and security services;3. Your participation in exhibitions;4. the execution of private duties undertaken with Your prior written consent by Employees for any Business Partner, or director of Yours.
Business Partner	Any person in business with You under the terms of a partnership agreement whether express or implied or under legislation.
Damage	Physical loss, destruction or damage to tangible property.
Employee	<ol style="list-style-type: none">1. Person under a contract of service or apprenticeship with You; and2. Upon the written confirmation of the first named party stated in the Schedule any person whilst working for You in connection with Your Business who is a:<ol style="list-style-type: none">A. person who is hired to or borrowed by You;B. person engaged by You in connection with work experience or training scheme;C. labour master or person supplied by him under Your control or supervision;D. self-employed person working on a labour only basis under Your control or supervision;E. voluntary helper;F. person working under a community service order made pursuant to criminal justice legislation.
Endorsement	A written attachment forming part of this Policy noting any modifications or amendments in this Policy .

Excess	The first amount as stated in this Policy or Schedule payable by You in relation to each and every claim under this Policy .
Limit of Indemnity	The maximum amount We will pay as stated in the Schedule .
North America	Means the United States of America or Canada or their territories, possessions or protectorates.
Notifiable Asbestos	Asbestos that by the Control of Asbestos Regulations 2012 is required to be handled, removed, stripped out, demolished, stored, transported or disposed of by a Health and Safety Executive (HSE) licensed contractor.
Offshore	From the time of embarkation onto a vessel or aircraft at the point of final departure for conveyance to offshore installations until the time of final disembarkation from a vessel or aircraft from such offshore installations onto land.
Period of Insurance	The period shown as stated in the Schedule both days inclusive.
Policy	The contract of insurance comprises of, the Schedule , terms, exclusions, conditions, applicable active policy Sections together with Endorsements .
Premises	The Buildings and the land inside the boundaries at the risk address(es) stated in the Schedule used for the Business .
Products	Any goods (including their containers, packaging, labelling and instructions for use) manufactured, sold, supplied, hired out, repaired, renovated, serviced, altered, erected, installed or treated, by or on Your behalf, in connection with the Business and no longer in Your charge or control.
Schedule	Attaching to this Policy which incorporates Your details and the scope of coverage provided by this Policy .
Section	That part of this Policy which states the detail of the coverage provided and shown as operative in the Schedule .
Territorial Limits	Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
We/Us/Our/Insurer	As stated and detailed as the Subscribing Insurers at the end of this Policy .
You/Your/Yourself/ Insured	The person, company or any other legal entity stated in the Schedule together with any other additional parties named and agreed by Us . In the event of the death of any person, their personal representatives, but only in respect of legal liability incurred in connection with the Business .

Section 1 - Employers' Liability

Insuring Clause

We will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employees** arising out of and in the course of their employment by **You** in the **Business** within the **Territorial Limits**.

We will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- A. in defence of any claims;
- B. for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

Extensions applicable to Section 1 - Employers' Liability

The insurance coverage provided by this **Section** is extended to include the following:

1 Accidental Discovery of Notifiable Asbestos and Work with Non Notifiable Non Licensed Asbestos

Legal liability for **Bodily Injury** to **Employees** caused by or arising from Non Notifiable and/or accidental discovery of **Notifiable Asbestos** or materials suspected to be **Notifiable Asbestos** when arising from Non Notifiable Non Licensed Asbestos work as permitted by the Control of Asbestos Regulations 2012.

You must ensure that:

- A. all handling, removal, stripping out, demolition, storage, transportation or disposal of that which is suspected to be **Notifiable Asbestos** ceases immediately upon discovery until the composition of all such materials is established;
- B. any subsequent handling, removal, stripping out, demolition, storage, transportation or disposal of **Notifiable Asbestos** is carried out by a Health and Safety Executive (HSE) licensed contractor on terms which cover **You** for all liability arising out of such work;

Our liability to pay compensation including costs and expenses in respect of any **Asbestos** shall not exceed the minimum statutory limit of five million pounds (GBP 5,000,000) in respect of any one occurrence.

For the purposes of the cover provided by this extension, General Exclusion 1 (Asbestos Exclusion) shall not apply.

2 Court Attendance Costs

We will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- A. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- B. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

3 Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- A. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- B. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.
- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

4 Non-Manual Work Overseas and Manual Work in the European Economic Area

Legal liability in respect of **Bodily Injury** caused outside of the **Territorial Limits** to **Employees** ordinarily resident and under a contract of employment or apprenticeship entered into within the **Territorial Limits** when temporarily engaged in non-manual work elsewhere in the world and manual work whilst within the European Economic Area geographical limits.

This extension does not provide any coverage.

- A. for **Offshore** work of any kind.
- B. required to comply with local labour laws or workers compensation act coverage requirements outside of the **Territorial Limits**.

5 Statutory Defence Costs

A. **Corporate Manslaughter and Corporate Homicide Act 2007**

We will cover **You** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

You must obtain **Our** prior consent to the appointment of any solicitor or counsel, acting on **Your** behalf.

Before **We** consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

We will have no liability under this extension:

- i. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;

- ii. for the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind.

B. Health and Safety at Work etc. Act 1974

We will cover **You** and, at **Your** request, any director, **Business Partner** or **Employee**, for legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs for which **You** are legally liable for and any costs incurred with **Our** written consent, in appealing against any judgment given.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

We will have no liability under this extension for:

- i. the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind;
- ii. legal proceedings or court appeals resulting from any deliberate act or omission and **You** shall upon **Our** request repay **Us** all costs and expenses paid by **Us** prior to any deliberate act of omission being established;
- iii. proceedings not related to the health, safety or welfare of an **Employee**.

Our total liability under parts (5A.) and (5B.) above shall be limited to a maximum amount of two hundred and fifty thousand pounds (GBP250,000) any one occurrence and in the aggregate any one **Period of Insurance**. These limits do not increase the **Limit of Indemnity**.

6 Unsatisfied Court Judgments

We will, at **Your** request, pay costs and damages to any **Employee** or their personal representative, which remain unpaid six (6) months after the date a judgment for **Bodily Injury** to the **Employee** which was obtained against another party domiciled within the **Territorial Limits**.

Payment will only be made where:

- A. the **Bodily Injury** was caused in the course of **Your Business** and during the **Period of Insurance**;
- B. the judgment was made in a court within the **Territorial Limits**;
- C. there is no appeal outstanding to the judgment;
- D. the **Employee** or their personal representative assigns the judgment debt to **Us**.

Exclusions applicable to Section 1 - Employers' Liability

We shall not be liable under this **Section** for:

1 Offshore Exclusion

Bodily Injury to any **Employee** which arises out of **Offshore** work other than when specified in the **Schedule** as operative and only to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

2 Repatriation Costs Exclusion

- A. any medical costs or medical expenses;
 - B. any repatriation costs or repatriation expenses;
- incurred by any **Employee** whilst outside the **Territorial Limits**.

3 Road Traffic Act Exclusion

Bodily Injury to any **Employee** to the extent that compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

4 Terrorist Acts Exclusion

Bodily Injury to any **Employee** which arises out of an act of terrorism except to the extent that an indemnity is deemed to be required in accordance with any law relating to compulsory insurance of **Employees** in which case **Our** total liability to pay damages inclusive of costs and expenses shall not exceed the minimum statutory limit of five million pounds (GBP5,000,000) in respect of any one occurrence.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Conditions applicable to Section 1 - Employers' Liability

1 Provisions of Compulsory Law

The indemnity provided by this **Section** is deemed to be in accordance with the provisions of any law relating to compulsory insurance of legal liability to **Employees** within the **Territorial Limits** but **You** agree to repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

2 Certificate of Employers' Liability Insurance

If this **Policy** or this **Section** is cancelled, any Certificate of Employers' Liability Insurance shall be similarly cancelled from the same date.

3 Personal protective equipment for employees and provision of work equipment

- A. **You** shall ensure compliance with the requirements of the Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER) or any subsequent legislation amending or replacing such Regulations; and
- B. **You** must hold for **Our** inspection for a period of not less than five (5) years a copy of up to date records regarding the issue, maintenance and any other information which needs to be recorded in compliance with Personal Protective Equipment at Work Regulations 1992 and/or Provision and Use of Work Equipment Regulations 1998 (PUWER).

Helpful Information

Personal Protective Equipment at Work Regulations 1992 Provision and Use of Work Equipment Regulations 1998 (PUWER)

The Health and Safety Executive (HSE) maintain a website www.hse.gov.uk which provides detailed information relating to general workplace safety regulations. It also has industry and trade specific best practice guidance, where **You** may obtain detailed information regarding **Your** obligations and statutory requirements.

Some of the common key requirements are highlighted below:

Personal Protective Equipment at Work Regulations 1992

- Equipment to be properly assessed before use to make sure it is fit for purpose.
- Equipment is maintained and stored properly.
- **Employees** are provided with instructions on how to use it safely.
- Training **Employees** in the correct use of equipment.
- Records of training to be kept (**We** require a minimum of five (5) years and **You** may retain longer in accordance with **Your** own retention policy).

Provision and Use of Work Equipment Regulations 1998 (PUWER)

Equipment must be thoroughly examined before first putting them into use and periodically afterwards. This means **You** must ensure that the inspection and testing of guards and protection devices is carried out by a competent person at frequent intervals and records of these examinations, inspections and tests are kept for a minimum of two (2) years (**We** require a minimum of five (5) years and **You** may retain longer in accordance with **Your** own retention policy).

- Training **Employees** in the correct use of Equipment.

The HSE also publish a number of guides for small businesses which are available on the website including:

[A short guide to the Personal Protective Equipment at Work Regulations 1992 Leaflet INDG174](#)

Helpful Information

Certificates of Employers' Liability Insurance

The Employers' Liability (Compulsory Insurance) Regulations 1998, as amended, lay down certain obligations for employers and in particular **You** should be aware of the following:

Display of Certificates

A Certificate of Employers' Liability Insurance is issued with this insurance, which evidences the insurance provided under this **Policy**. **You** must either display a current Certificate of Employers' Liability Insurance at each location where business is conducted, where **Your Employees** can see it easily, or **You** can maintain an electronic copy, which must be available to all **Employees**. If **You** choose to maintain **Your** Certificate of Employers' Liability Insurance as an electronic version, **You** need to ensure that **Your Employees** know how and where to find the Certificate of Employers' Liability Insurance and have access to it.

Retention of Certificates

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

Employers' Liability Tracing Office Notice

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

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010 and amending or replacing legislation.

This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

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

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

The Database will be managed by the ELTO.

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

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

Section 2 - Public Liability

Insuring Clause

We will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental **Bodily Injury** to any person other than an **Employee**;
2. accidental **Damage**;
3. accidental trespass, accidental nuisance;
4. charges of wrongful arrest or malicious prosecution brought against **You** arising out of any allegation of shoplifting at **Your Premises**;

occurring during the **Period of Insurance** within the **Territorial Limits** in connection with the **Business**.

We will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- A. in defence of any claims;
- B. for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence, inclusive of all costs and expenses.

Definitions

The following definitions apply to this **Section** and shall keep the same meaning wherever they appear. In the case of any conflict between the General Definitions and a **Section 2** Definition, the Definitions in **Section 2** shall prevail.

Vehicle

Any mechanically propelled vehicle (including any attached machinery or apparatus) and trailer being used in circumstances, where compulsory motor insurance or security is required in **Your** name under the Road Traffic Act 1988 or by any other compulsory insurance required by road traffic legislation.

Extensions applicable to Section 2 - Public Liability

The insurance coverage provided by this **Section** is extended to include the following:

1 Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- A. Part 2 of the Consumer Protection Act 1987; or
- B. Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

We will not pay for:

- i. any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii. fines or penalties of any kind;
- iii. proceedings or appeals in respect of any deliberate act or omission.

2 Court Attendance Costs

We will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- A. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);
- B. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

3 Defective Premises Act 1972

We shall pay **You** in respect of **Your** legal liability incurred by **You** in connection with **Your Business** under section 3 of the Defective Premises Act 1972.

This extension shall not apply to the cost of rectifying any damage or defect in the **Premises** or land disposed of.

4 Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- A. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- B. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that:

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.

- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

5 Indemnity to Principals

We shall, at **Your** request, cover any principal to the extent required by a contract between **You** and the principal, in respect of legal liability arising solely from the negligent performance of work by **You** for such principal.

To qualify for indemnity under this extension:

- A. **We** shall retain sole conduct and control of any claim; and
- B. the principal shall observe and fulfil the requirements of this **Policy**, in so far as they can apply.

6 Motor Contingent Liability

We shall cover **You** for **Your** vicarious legal liability arising out of the use in the course of the **Business** of any **Vehicle** which is neither **Your** property, nor provided by **You**.

This extension of cover shall not apply:

- A. for loss, destruction or damage, to such **Vehicle** or any property contained within it;
- B. whilst **You** are driving the **Vehicle**;
- C. to the **Vehicle** being driven with **Your** consent by any person who does not hold a licence to drive the **Vehicle**;
- D. for legal liability arising outside the **Territorial Limits**;
- E. to the ownership, possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

7 Overseas Business and Personal Liability

We shall cover legal liability arising under any applicable jurisdiction for **You**, any of **Your** directors, **Business Partners** or **Employees** while temporarily outside of the **Territorial Limits** in connection with the **Business** and in a personal capacity provided **We** are not prohibited from doing so under any local statute or ordinance.

This extension of cover shall not apply:

- A. to legal liability arising out of the ownership or tenure of any land or building outside of the **Territorial Limits**;
- B. to **North America**, except in respect of non-manual work and activities, subject to the following additional limitations:
 - i. excluding legal liability arising from the pollution and contamination of buildings or other structures or of water or land or of the atmosphere caused by the discharge, dispersal, release or escape of pollutants;
 - ii. excluding payment for punitive, aggravated or exemplary damages;
 - iii. the **Limit of Indemnity** shall be inclusive of all costs and expenses.

8 Statutory Defence Costs

A. Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **You** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

You must obtain **Our** prior consent to the appointment of any solicitor or counsel, acting on **Your** behalf.

Before **We** consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

We will have no liability under this extension:

- i. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii. for the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind.

B. Health and Safety at Work etc. Act 1974

We will cover **You** and, at **Your** request, any director, **Business Partner** or **Employee**, for legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs for which **You** are legally liable for and any costs incurred with **Our** written consent, in appealing against any judgment given.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

We will have no liability under this extension for:

- i. the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind;
- ii. legal proceedings or court appeals resulting from any deliberate act or omission and **You** shall upon **Our** request repay **Us** all costs and expenses paid by **Us** prior to any deliberate act of omission being established;
- iii. proceedings related to the health, safety or welfare of an **Employee**.

Our total liability under parts (8A.) and (8B.) above shall be limited to a maximum amount of two hundred and fifty thousand pounds (GBP250,000) any one occurrence and in the aggregate for any one **Period of Insurance**. These limits do not increase the **Limit of Indemnity**.

Exclusions applicable to Section 2 - Public Liability

We shall not be liable under this **Section** for the following:

1 Aircraft and Watercraft Exclusion

We do not cover legal liability arising from **You** owning, possessing or using any:

- A. aircraft, drones and other aerial devices;
- B. watercraft or hovercraft (other than watercraft not exceeding ten (10) metres in length or any hand propelled boat or pontoon in inland water or coastal **Territorial Limits**).

2 Airside Exclusion

We do not cover legal liability arising in connection with any work undertaken in or on:

- A. aircraft, drones and other aerial devices;
- B. any airport, aerodrome or helipad including runways, manoeuvring areas or aprons or any part of an airport, aerodrome or helipad to which aircraft ordinarily have access.

3 Contractual Liability Exclusion

We do not cover legal liability assumed by **You** under a contract or agreement unless such liability would have attached to **You** in the absence of the contract or agreement.

4 Custody and Control Exclusion

We do not cover legal liability for any property in **Your** care, custody or control, other than:

- A. **Employees'** or visitors' personal effects.

The maximum **We** shall pay is two thousand five hundred pounds (GBP2,500) in the **Aggregate**.

- B. Any premises (including contents) not being premises owned leased or rented to **You** which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises.

5 Damage to Owned Leased or Rented Premises Exclusion

We do not cover legal liability for:

- A. **Damage** to premises (or fixtures and fittings) presently or at any time previously owned leased or rented to **You** if liability for **Damage** is assumed by **You** under a lease or other agreement unless such liability would have attached in the absence of such agreement;
- B. **Damage** to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or rented to **You** or otherwise in **Your** care, custody or control.

6 Damage to Property Worked Upon Exclusion

We do not cover legal liability for **Damage** to the part of the property or article being worked upon and any consequential loss arising from **Damage** to the part of the property or article.

7 Defamation Libel and Slander Exclusion

We do not cover legal liability resulting or arising from defamation, libel, slander or malicious falsehood.

8 Defective Workmanship Exclusion

We do not cover legal liability for costs of recall, removal, repair, alteration, replacement, rectifying, reinstatement of property or article worked upon arising from defective or incorrect workmanship by **You** or anyone working on **Your** behalf.

9 Fungus Toxic Mould and Mildew Exclusion

We do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:

- A. for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or
- B. any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

10 Hazardous Substances Exclusion

We do not cover legal liability for any loss cost or expense arising out of or as a consequence of or related to:

- A. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, use of or exposure to respirable crystalline silica (RCS) or polychlorinated biphenyls and any materials or products containing such substances; and
- B. any hazardous materials or substances which are required by any statute to be removed, encapsulated or otherwise abated because they may be hazardous to human health.

11 Injury to Employees Exclusion

We do not cover legal liability in respect of **Bodily Injury** to any **Employee**.

12 Motor Liability Exclusion

We do not cover legal liability arising out of the ownership possession or use by **You** or on **Your** behalf of any **Vehicle** for which compulsory insurance is required by legislation.

13 Products Exclusion

We do not cover legal liability arising out of **Products**.

14 Professional Advice and Design (for a fee) Exclusion

We do not cover legal liability arising from advice, error, omission in connection with, instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

15 Use of Heat Away from your Premises Exclusion

We do not cover legal liability arising from any work by **You** or on **Your** behalf away from **Your Premises** involving the use of heat, naked flame, welding equipment or angle grinders.

Conditions applicable to Section 2 - Public Liability

1 Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 2** (Public Liability) and **3** (Products Liability).

2 Excess applicable to Section 2

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

Section 3 - Products Liability

Insuring Clause

We will cover **You** for all sums which **You** may become legally liable to pay as compensation including claimants costs and expenses in respect of:

1. accidental **Bodily Injury** to any person other than an **Employee**;
2. accidental **Damage**;

occurring anywhere in the world in accordance with any applicable jurisdiction other than **North America** provided **We** are not prohibited from doing so under any local statute or ordinance, during the **Period of Insurance** arising out of **Products** supplied by **You** from **Your Premises** within the **Territorial Limits**

We will also pay **Your** costs and expenses incurred with **Our** prior written consent:

- A. in defence of any claims;
- B. for representation at any coroners inquest in respect of any death;

which may be the subject of indemnity under this **Section**.

For the purposes of this **Section** (including any applicable **Limit of Indemnity**) all claims arising out of one occurrence or a series of occurrences consequent upon or attributable to one source or original cause will be deemed to be a single claim and single occurrence.

The most **We** will pay is the **Limit of Indemnity** as stated in the **Schedule** for any one occurrence or series of occurrences and in the aggregate, inclusive of all costs and expenses for any one **Period of Insurance**.

Extensions applicable to Section 3 - Products Liability

The insurance coverage provided by this **Section** is extended to include the following:

1 Consumer Protection and Food Safety Acts

At **Your** request and with **Our** written consent **We** shall pay the legal expenses incurred by any **Business Partner**, director or **Employee** in connection with the defence of any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under:

- A. Part 2 of the Consumer Protection Act 1987; or
- B. Part 2 of the Food Safety Act 1990;

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business**.

We will not pay for:

- i. any legal expenses unless **We** have the conduct and control of all proceedings and appeals;
- ii. fines or penalties of any kind;
- iii. proceedings or appeals in respect of any deliberate act or omission.

2 Court Attendance Costs

We will pay **You** the daily rates as stated below if any of the following are required to attend court as a witness at **Our** request:

- A. any of **Your** directors or **Business Partners**: daily rate five hundred pounds (GBP500);

B. any **Employee**: daily rate two hundred and fifty pounds (GBP250).

3 Indemnity to other Person(s) and Parties

At the request of the first named party stated in the **Schedule** and with **Our** written consent **We** shall cover:

- A. any director, partner or **Employee** of **Yours** while acting in connection with the **Business**, provided that **You** would have been entitled to indemnity under this **Section** if the claim had been made against **You**;
- B. any officer or member, of **Your** canteen, sports, social or welfare organisations and fire, security, first aid, medical and ambulance services, in their respective capacity as such;

Provided that;

- i. such person(s) and additional parties shall observe, fulfil and be subject to the terms, definitions, conditions, clauses and exclusions, of this **Policy**, in so far as they can apply and shall not be entitled to an indemnity under any other insurance.
- ii. **We** have full conduct and control of the claim.
- iii. **Our** liability to all parties indemnified under this extension shall not exceed the total **Limit of Indemnity** as stated in the **Schedule**.

4 Statutory Defence Costs

A. Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **You** for legal costs and expenses, incurred with **Our** prior written consent, in defence of any criminal proceedings (including any appeal against conviction arising from such proceedings) brought in respect of a charge, or investigations in connection with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

You must obtain **Our** prior consent to the appointment of any solicitor or counsel, acting on **Your** behalf.

Before **We** consent to fund any appeal, advice must have been received from counsel that there is a strong probability that the appeal will be successful. Any information in support of this assertion requested by **Us** shall be supplied by **You**.

We will have no liability under this extension:

- i. if **You** have committed any deliberate or intentional criminal act that gives rise to a charge of corporate manslaughter or corporate homicide;
- ii. for the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind.

B. Health and Safety at Work etc. Act 1974

We will cover **You** and, at **Your** request, any director, **Business Partner** or **Employee**, for legal costs and expenses, incurred in defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or equivalent legislation, committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs for which **You** are legally liable for and any costs incurred with **Our** written consent, in appealing against any judgment given.

This extension shall only apply to proceedings brought within the **Territorial Limits**.

We will have no liability under this extension for:

- i. the payment of fines, penalties, liquidated damages, punitive, aggravated, exemplary damages or any additional damages of any kind;
- ii. legal proceedings or court appeals resulting from any deliberate act or omission and **You** shall upon **Our** request repay **Us** all costs and expenses paid by **Us** prior to any deliberate act of omission being established;
- iii. proceedings related to the health, safety or welfare of an **Employee**.

Our total liability under parts (4A.) and (4B.) above shall be limited to a maximum amount of two hundred and fifty thousand pounds (GBP250,000) any one occurrence and in the aggregate for any one **Period of Insurance**. These limits do not increase the **Limit of Indemnity**.

Exclusions applicable to Section 3 - Products Liability

We shall not be liable under this **Section** for the following:

1 Aircraft and Watercraft Exclusion

We do not cover legal liability arising from **You** owning, possessing or using any:

- A. aircraft, drones and other aerial devices;
- B. watercraft or hovercraft (other than watercraft not exceeding ten (10) metres in length, or any hand propelled boat or pontoon, in inland water or coastal **Territorial Limits**).

2 Contractual Liability Exclusion

We do not cover legal liability assumed by **You** under a contract or agreement unless such liability would have attached to **You** in the absence of the contract or agreement.

3 Failure of Product Exclusion unless due to manufacturing defect

We do not cover legal liability arising from:

- A. the failure of a **Product** for its intended purpose arising out of design or formulation unless such failure is due to an unintentional error in the manufacture or assembly of the **Product**;
- B. any warranty or guarantee in respect of the **Product** or its performance.

4 Fungus Toxic Mould and Mildew Exclusion

We do not cover legal liability arising out of or related to any mould or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi) or:

- A. for any costs or expenses associated in any way with the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence of effects of, any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi); or

- B. any obligation or duty to defend any actions arising out of resulting from or in any way related to any moulds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by moulds or fungi).

5 Hazardous Products Exclusion

We do not cover legal liability arising from:

- A. **Products** to be used in connection with or incorporated into or on any aircraft, drones and other aerial devices, airport, aerodrome, helipad or ground based aircraft control equipment;
- B. **Products** to be used in medical equipment or devices for internal, invasive and/or critical use in or on the human body;
- C. manufacture or supply of pharmaceutical and cosmetic **Products** other than retail sales;
- D. **Products** exported to **North America**.

6 Product Recall and Refund Exclusion

We do not cover legal liability arising from:

- A. the loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund in respect of any **Product**;
- B. **Damage** to any **Product** or for the costs of recall, removal, repair, alteration, replacement or reinstatement of such **Product** caused by any defect in it or the unsuitability for its intended purpose;
- C. **Damage** to or the cost of removing, reinstating, replacing or rectifying any **Product** under a separate previously completed contract.

7 Professional Advice and Design (for a fee) Exclusion

We do not cover legal liability arising from advice, error or omission in connection with instruction, consultancy, design, formula, specification, inspection, certification or testing undertaken or provided by **You** or on **Your** behalf for a separate fee or under a separate contract.

Conditions applicable to Section 3 - Products Liability

1 Combined Limit of Liability for Sudden and Accidental Seepage, Pollution and Contamination

Subject to the General Exclusion for Industries Gradual Seepage, Pollution and Contamination, **Our** total combined maximum liability for seepage, pollution or contamination shall be limited to and not exceed the per occurrence **Limit of Indemnity** stated in the **Schedule** and shall become a combined single aggregate amount (inclusive of all costs and expenses) for the **Period of Insurance** for both **Sections 2** (Public Liability) and **3** (Products Liability).

2 Excess applicable to Section 3

Before **We** cover **You** under this **Section**, **You** shall be responsible for any **Excess**.

General Exclusions - applicable to all coverage sections

The following exclusions apply to all **Policy Sections** and shall keep the same meaning wherever they appear unless an alternative is stated to apply. They operate only as exclusions of cover and do not extend the cover provided by this **Policy** in any way. General Exclusions operate in addition to the **Section** exclusions unless stated expressly not to apply.

General Exclusions 1, 3, 4, 5, 6, 8, 10, 11 and 15 shall not apply to **Section 1** (Employers' Liability) of the **Policy**.

1 Asbestos Exclusion

This **Policy** does not cover legal liability arising from or contributed to by:

- A. the mining, processing, manufacture, production, storage, handling, removal, stripping out, demolition, transportation, sale, ownership, disposal, products or materials containing **Asbestos**;
- B. inhalation or ingestion of **Asbestos**;
- C. exposure to or fear of the consequences of exposure to **Asbestos**;
- D. the presence of **Asbestos** in any property or buildings or on land;
- E. investigating managing removing controlling or remediation of **Asbestos**.

2 Biological or Chemical Materials Exclusion

This **Policy** does not cover legal liability arising from, relating to or contributed to by the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

3 Confiscation Requisition Exclusion

This **Policy** does not cover legal liability arising from delay, embargo, nationalisation, confiscation, requisition, seizure or destruction, by or by order of the government or any public authority.

4 Cyber Exclusion

This **Policy** does not cover legal liability arising from:

- A. any computer virus, malicious code or other malware which causes the malfunction of or prevents access by **You** or any external party to any computer system used in connection with **Your Business**;
- B. the onward transmission of any computer virus or other malware to any external party who uses **Your** website or has authorised connection to **Your** computer system;
- C. the denial of access or use by **You** or any authorised party to **Your** computer system;
- D. the content of **Your** website, email, intranet or extranet, including alterations or additions made by a hacker or any unauthorised external party;
- E. the failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date due to inherent defect or computer virus, malicious code or other malware;
- F. actual or alleged infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page;
- G. defamation, libel, slander or malicious falsehood;

- H. any breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
- I. the unauthorised collection or misuse of any data concerning any customer or potential customer which is either confidential or subject to statutory restrictions on its use and which **You** obtained through the internet or extranet or website and hold in **Your** possession.

5 Industries Gradual Seepage, Pollution and Contamination Exclusion

This **Policy** does not cover legal liability arising from:

- A. **Bodily Injury or Damage** to, or loss of use of property caused by seepage, pollution or contamination. This paragraph A. shall not apply to liability for **Bodily Injury or Damage** to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- B. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, accidental, unintended and unexpected incident which takes place in its entirety at a specific time and place originating from within the **Territorial Limits** during the **Period of Insurance**;
- C. Fines, penalties, punitive or exemplary damages associated with A. or B. above.

For the purpose of this exclusion polluting or contaminating substances include but are not limited to, smoke, vapours, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

6 Insolvency Exclusion

This **Policy** does not cover legal liability arising out of or contributed to by **Your** bankruptcy, insolvency, liquidation, winding up, administration or arrangement with creditors or insufficient funding.

7 Material Change of Insured Risks

This **Policy** does not cover legal liability arising from or connected to a material change to **You, Your Business** or the risks insured, as compared to the situation which applied at the inception of this **Policy**, unless covered by an express extension or **Endorsement** to the **Policy**.

8 North America Domiciled and Jurisdiction Exclusion

This **Policy** does not cover legal liability arising out of domiciled operations in **North America**, or in respect of any claim which is made within the legal jurisdiction of **North America** other than to the extent cover is provided under extension 7 Overseas Business and Personal Liability of Section 2 - Public Liability.

9 Offshore Installations Exclusion

This **Policy** does not cover legal liability arising out of offshore installations as defined in the Health and Safety at Work etc. Act 1974 and the Offshore Installations and Pipeline Works

(Management and Administration) Regulations 1995 or any similar legislation, irrespective of whether such installations are located in territorial or international waters.

10 Other Insurance

This **Policy** does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any claim made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

11 Punitive and Exemplary Damages Exclusion

This **Policy** does not cover legal liability for the payment of, fines, penalties, liquidated damages, punitive, aggravated or exemplary damages.

12 Radioactive Contamination Exclusion

This **Policy** does not cover

- A. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or;
- B. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- A. ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- B. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

13 Terrorism Exclusion

The **Policy** does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this exclusion, any loss, **Damage**, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

14 War Exclusion

This **Policy** does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.

15 Communicable Disease Exclusion

This **Policy** does not cover actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- A. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - B. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - C. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.
-

General Conditions - applicable to all coverage sections

1 Access

You shall allow **Us** access at reasonable times to examine any property insured.

2 Change of Risk or Interest

This **Policy** shall cease to be in force if:

1. **Your** interest in the **Business** ends, other than by death;
2. the **Business** is to be wound up or carried on by a liquidator, administrator or receiver or permanently discontinued unless **We** otherwise agree in writing.

3 Compliance

To the extent that this **Policy** requires anything to be done or complied with by **You**, **You** shall provide such proof of compliance as **We** may reasonably require at **Your** expense.

Without limiting any of **Our** other rights, in the event that **You** breach any term or condition in **Your Policy**, **We** may reject or reduce claims to the extent that **Our** liability under this **Policy** has been incurred or increased by reason of the breach.

4 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (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.

5 Cross Liability

If more than one party is named as the **Insured**, **We** will treat each party as if a separate **Policy** had been issued to each **Insured** provided that **Our** liability to all parties indemnified shall not exceed the total **Limit of Indemnity or Sum Insured** as stated in the **Schedule**.

6 Data Protection

You should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

You have a right of access to, and correction of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

The Data Protection Officer
Ascot Underwriting Limited
20 Fenchurch Street
London EC3M 3BY

+44 20 7743 9600

DPO@ascot.com

7 Inspection and Audit

We shall be permitted to inspect the **Premises** and the means of storing or recording **Your** books and records and to examine and audit **Your** books and records at any time during the **Period of Insurance**, any extension of the **Period of Insurance** and within three (3) years after the final termination of this **Policy**, as far as they relate to the premium basis or the subject matter of this insurance, and to verify any statements of accounts receivable submitted by **You** and the amount of accounts receivable on which **We** have made any settlement.

8 Law and Jurisdiction

This **Policy** will be governed by English law and subject to the exclusive jurisdiction of English courts.

9 Other Insurance

Subject to General Exclusion 10 (Other Insurance), if at the time of any claim made under this **Policy** there is other valid and collectible insurance covering the same claim or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

You shall on request provide us with copies of the terms of any other insurance to which this condition or General Exclusion 10 (Other Insurance) may apply.

10 Premium Adjustment

If any part of the premium is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant information and shall at any time allow **Us** to inspect such record. **You** shall within ninety (90) days after the expiry of each **Period of Insurance** furnish **Us** the relevant information, including but not limited to wage roll and turnover, as **We** may require.

The premium shall then be adjusted and the difference paid by or allowed to **You**, subject to any minimum premium required, within thirty (30) days of receipt of **Our** adjusted premium calculations.

We reserve the right to request **You** to supply an auditor's certificate attesting to the accuracy of any information furnished to **Us**.

Where such estimates include remuneration to **Employees**, the required declaration shall also include remuneration to all persons defined as **Employees** by this **Policy**.

Your failure to declare such relevant information to **Us**, shall entitle **Us** to assess our own estimate(s) if **We** so wish and calculate any further premium payment, which shall become payable by **You**.

11 Reasonable Precautions

You shall:

1. take all reasonable precautions to prevent any event which may give rise to a claim under this **Policy**;
2. take all reasonable precautions to comply with all statutory requirements and regulations imposed by any **Authority**.

Helpful
Information

Reasonable Precautions

Reasonable precautions that may apply to **Your Business** include:

1. maintaining access roads, paths, **Premises**, machinery, equipment and furnishings in a good state of repair;
2. exercising care in the selection and supervision of **Employees**;
3. complying with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons;
4. keeping all stairways, passageways, fire exit doors and any other routes of escape clear at all times;
5. carrying out maintenance or work necessary to maintain security as soon as possible after it is discovered.

12 Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

13 Survey Requirements

You shall comply with all requirements which **We** may specify following any survey **We** commission in relation to **Your Business** within the time limits specified by **Us** and remain in compliance thereafter throughout the **Period of Insurance** and any subsequent **Period of Insurance**.

Policy Cancellation

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Your** insurance adviser or writing to **Our Binding Underwriter**.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a claim or if **We** are notified of circumstances which may give rise to a claim a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

If this **Policy** is cancelled after the cooling-off period **You** must return to **Us** any Employers' Liability Certificate if one was issued.

Your Cancellation Rights

Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

During the cooling-off period of fourteen (14) days

You have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this **Policy** please write to **Your** insurance adviser or **Our Binding Underwriter** to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
 - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium
alternatively;
 - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy**, in which case no premium will be refunded.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

After the cooling-off period

You may cancel this **Policy** at any time by giving notice in writing to **Your** insurance adviser or **Our Binding Underwriter**.

- Upon receiving **Your** instructions **We** will cancel this **Policy** and provided there have been no claims or circumstances that have occurred which may give rise to a claim under this **Policy** **You** will be entitled to a refund of premium paid less a deduction for any time **We** have

provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.

- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

Our Cancellation Rights

We can cancel this insurance by giving **You** thirty (30) days notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance** this has the same effect as if **You** have never had any cover or protection from this **Policy**.
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;
4. **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** may incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance.

If **We** decide to cancel this **Policy** **We** or **Our Binding Underwriter** will do so by sending **You** a letter of cancellation to **Your** last known address.

Insurer details

Subject to any amendment made in the **Schedule**, **Your** insurance is provided by the Subscribing Insurers as listed and detailed below.

Subscribing Insurers	Reference number	Sections	Proportion
Ascot Syndicate 1414 at Lloyd's	As per Schedule	All Sections	100%

Several Liability Clause

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Explanation of Contracting Parties:

Binding Underwriter

Is the legal entity which **We** have authorised under contract to underwrite and bind insurance on **Our** behalf. Details of the Binding Underwriter and Unique Market Reference number are as stated in the **Schedule**.

Subscribing Insurers

Ascot Syndicate 1414 at Lloyd's

Syndicate 1414 at Lloyd's is managed by Ascot Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04098461. Registered Office: 20 Fenchurch Street, London, United Kingdom EC3M 3BY.

Making a complaint will not affect **Your** legal rights. If **You** appoint someone to act on **Your** behalf or if **You** ask someone else to act on **Your** behalf **You** should provide **Us** with written authority to allow **Us** to deal with them. **We** will not pay their costs.

Financial Services Compensation Scheme (FSCS)

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if in the unlikely event that **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the FSCS, the level of compensation payable would depend on the nature of the insurance granted under this **Policy**.

Further information about the FSCS is available from:

Contact details:	Financial Services Compensation	Email: enquiries@fscs.org.uk
	Scheme	Tel: For UK callers: 0800 678 1100 (free phone)
	PO Box 300	Tel: For callers from abroad: +44 (0) 20 7741 4100
	Mitcheldean	Web: www.fscs.org.uk
	GL17 1DY	



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