



## Employers' Liability Insurance

### 1. Definitions

Wherever the following words and phrases appear in this Section they will always have these meanings

#### Injury

bodily injury death disease illness or nervous shock

#### Business

the business stated in the Schedule conducted by the Insured at or from premises in Great Britain Northern Ireland and Channel Islands or the Isle of Man including

- (a) the provision and management of canteen sports social or welfare organisations for the benefit of Employees and fire security first aid medical and ambulance services
- (b) private work undertaken with the prior consent of the Insured by Employees for any director or senior official of the Insured
- (c) the ownership maintenance and repair of premises within such territories

#### Employee

- (a) any person under a contract of service or apprenticeship with the Insured
- (b) any person who is hired to or borrowed by the Insured
- (c) any person engaged in connection with a work experience or training scheme
- (d) any labour master or person supplied by him
- (e) any person engaged by labour only sub-contractors
- (f) any self-employed person working on a labour only basis under the control or supervision of the Insured
- (g) any voluntary helper

while working for the Insured in connection with the Business

#### Territorial Limits

- (a) anywhere within Great Britain Northern Ireland the Channel Islands or the Island of Man other than offshore
- (b) elsewhere in the world other offshore in connection with temporary visits undertaken in the course of the Business by any person normally resident in the territories described in (a) above

#### Offshore

from the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or any offshore platform.

### 2. Interpretation

#### Additional Persons Insured

- (a) In the event of the death of any person entitled to indemnity under this Section the Company will indemnify in the terms of this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) At the request of the Insured the Company will indemnify in the terms of this Section
  - (a)(i) any principal in respect of liability arising out of the performance by the Insured of any agreement entered into by the Insured with the principal to the extent required by such agreement

(ii) any director of the Insured or Employee in respect of liability arising in connection with the Business  
provided that the Insured would have been entitled to indemnity under this Section if the claim had been made against the Insured

- (b)(i) any officer committee or member of the Insureds canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
- (ii) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official

provided that

- (i) each such person shall as though he were the Insured observe fulfil and be subject to the terms of this Section insofar as they can apply
- (ii) the Company shall retain the sole conduct and control of all claims

### 3. Indemnity

The company will indemnify the Insured against all sums that the Insured shall become legally liable to pay as damages together with costs and expenses shown below in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of his employment by the Insured in the course of the Business

#### Limit of Indemnity

The liability of the Company under this Section for damages costs and expenses payable in respect of any one claim against the Insured or series of claims against the Insured arising out of one event shall not exceed the amount stated in the Schedule

Costs and expenses shall be deemed to mean –

- (1) costs and expenses of claimants for which the Insured is legally liable
- (2) other costs and expenses incurred with the Companys written consent in respect of any claim which may be the subject of indemnity under this Section
- (3) solicitors fees incurred with the Companys written consent for
  - (a) defence in any Court of Summary Jurisdiction of any proceedings brought against the Insured in respect of breach or alleged breach of any statutory duty resulting in Injury
  - (b) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death which may be the subject of indemnity under this Section
- (4) legal costs and expenses incurred by the Insured and at the request of the Insured any director or Employee with the Companys written consent and costs awarded against the Insured or director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that
  - a) the proceedings relate to the health safety or welfare of Employees
  - b) the Company will not indemnify the Insured in respect of
    - (i) fines or penalties
    - (ii) costs and expenses insured by any other policy

### 4. Exclusions

#### Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by the Insured under agreement and which would not have attached in the absence of such agreement this Section shall not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties or any explosive nuclear assembly or nuclear component thereof

## Vehicles

This Section does not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the road Traffic Act 1988 as amended by the Motor Vehicle (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicle (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act legislation

### 5. Extensions

#### Compensation for Court Attendance

In the event of the undermentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this Section the Company will provide compensation to the Insured at the following rates per day for each day on which attendance is required

- (a) any director or partner of the Insured
- (b) any Employee

#### Unsatisfied Court Judgements

In the event of Injury to an Employee sustained during the Period of Insurance and arising out of his employment by the Insured in the course of the Business which results in a judgement for damages being obtained by such Employee or his personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement the Company will at the request of the Insured pay to the Employee or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that

- (a) the judgement for damages is obtained
  - (i) in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man
  - (ii) against a company partnership or individual other than the Insured conducting a business at or from premises within the territories described in (a)(i) above
- (b) there is no appeal outstanding
- (c) if any payment is made under the terms of this extension the Employee or the personal representatives of the Employee shall assign the judgement to the Company

### SPECIAL CONDITIONS

#### 1. Observance of Terms

It is a condition precedent to any liability on the part of the Company under this Section that the terms hereof so far as they relate to anything to be done or complied with by the Insured shall be duly and faithfully observed

#### 2. Material Facts

The Insured shall give immediate notice to the company of any alteration in risk which materially affects this insurance

#### 3. Reasonable Precautions

The Insured shall

- (a) take all reasonable precautions to prevent occurrences which may give rise to liability under this Section
- (b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority
- (c) forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

#### 4. Notification of Claims

In the event of any occurrence which may give rise to a claim under this Section the Insured shall immediately

- (a) give written notice with full particulars to the Company
- (b) forward to the Company upon receipt every letter claim writ summons or process

- (c) notify the company of any knowledge of impending prosecution inquest fatal accident or ministry inquiry

**5. Claims Control**

- (a) no admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- (b) The company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured at its own expense and for its own benefit any claim for indemnity or damages or otherwise
- (c) The Company shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- (d) The Insured shall give all information and assistance the Company may require

**6. Other Insurances**

The Company will not indemnify the Insured in respect of liability which is insured by or would but for the existence of this Section be insured by any other policy except in respect of any excess beyond the amount payable under such other policy or which would have been payable under such other policy had this insurance not been effected

**7. Premium Adjustment**

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Company may require and shall at the request of the Company provide an auditors certificate in support therefore The premium for such

Period shall then be adjusted subject to the company retaining 75% of the premium paid for the Period of Insurance which corresponds to the period which is being adjusted should the Insured fail to supply such particulars the Company shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance

**8. Cancellation**

The Company may cancel this Section in giving thirty days notice by registered post to the Insured at his last known address. This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiration of the notice.

**9. Instalments**

If the premium for the Policy is paid by the Company's Budget Plan and the Insured does not pay each instalment on the due date all cover under this Section is cancelled automatically from the date such instalment was due or where statute requires the giving of prior notice the day following the expiry of such notice

**10. Right of Recover**

This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but the Insured shall repay to the company all sums paid by the Company which the Company would not have been liable to pay but for the provisions of such law

**THE GENERAL CONDITIONS OF THE POLICY SHALL NOT APPLY TO THIS SECTION**