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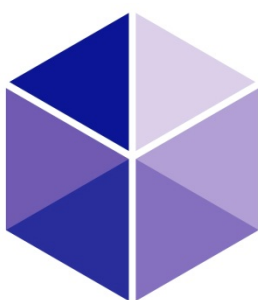
Specimen

# Policy Wording

including ReWage ▶▶

LLOYD'S

Underwriters



## **GENERAL LIABILITY INSURANCE**

This is to certify that in accordance with the authorisation granted under Contract to the undersigned by certain Underwriters at Lloyd's whose names and proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators to insure in accordance with the terms and conditions contained herein or endorsed hereon

In consideration of the payment of the premium to the Underwriters they will subject to the warranties terms and conditions set out in this Policy provide the insurance stated in each operative section of this Policy during the Period of Insurance.

This Policy the Proposal the Schedule including any Schedule issued in addition or substitution and any Endorsements or Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

### Schedule

Policy Number:

Type: Primary Liability

Wording: DLP 2013 C

Broker:

Assured:

Business of Assured:

Period of Cover: From To  
Both Days Inclusive Local Standard Time at the Assured's Address

Limit of Indemnity: Section A GBP 10,000,000 any one occurrence or series of occurrences arising out of one originating cause for bodily injury death or disease BUT combined single limit for bodily injury death or disease occurring Offshore/for bodily injury death or disease arising from Terrorism/for bodily injury death or disease arising from Asbestos  
GBP 5,000,000

Section B GBP any one occurrence and in all for Products

Section C GBP any one occurrence and in all

Minimum & Deposit Premiums:

Section A GBP adj @

Sections B & C GBP adj @

Premium Tax:

Section A GBP

Sections B & C GBP

Subject to adjustment by General Condition 3

Excesses

ReWage: GBP 750.00 each and every claim including costs & expenses

Sections B & C: GBP each and every claim including costs & expenses

ReWage Extension (Operative Yes)

Endorsements:

This Policy requires notification of any *circumstance which may give rise to a claim* within 21 days under the ReWage Extension and 30 days otherwise. These conditions are precedent to Underwriters' liability to provide indemnity under this Policy. See "GENERAL CONDITIONS: 1. Claims Procedure" for full details. Please note advising your broker does not fulfil the Policy notification requirements.

If the premium above is calculated on the basis of estimates of wage roll and/or turnover as furnished by the Assured to the Underwriters then GENERAL CONDITION 3 applies. General Condition 3 contains provisions for the calculation and payment of a further premium. If the time limits in these provisions are not strictly complied with by the Assured then the Underwriters are relieved from liability to make any further payment whatsoever or to provide any further indemnity whatsoever under this Policy.

## DEFINITIONS

Assured – means the legal personality as stated in the Schedule and bearing the employers reference number provided by Her Majesty's Revenue and Customs on the employers liability certificate.

Asbestos – means asbestos actinolite asbestos grunerite (amosite) asbestos anthophyllite chrysotile crocidolite and asbestos tremolite or any mixture containing any of these materials.

Notifiable Asbestos – means asbestos that by the Control of Asbestos Regulations 2012 (and/or any Legislation of similar effect) is required to be handled removed stripped out demolished stored transported or disposed of by a HSE licensed contractor.

Business – means the Business stated in the Schedule to the Policy and includes:-

- (a) the provision and management of canteen social sports and welfare organisations for the benefit of any Employee or fire first aid medical ambulance and security services;
- (b) participating in exhibitions;
- (c) the ownership repair maintenance and decoration of the Assured's premises.

Contract Works – means the temporary or permanent works executed or in the course of execution by or on behalf of the Assured in the performance of any contract including materials supplied by reason of the contract and other materials or plant for use in connection therewith.

Damages – means compensation by pecuniary recompense provided by the process of law to indemnify the consequences of an actionable wrong to another person or legal entity. Damages do not include exemplary punitive or aggravated awards.

Defence Costs – means fees and expenses reasonably and necessarily incurred by the Assured with the Underwriters' prior consent or by the Underwriters' in respect of legal costs and disbursements and investigative and related expenses and liability adjuster fees in the:-

- (a) defence of any Proceedings relating to any claim or circumstance that may give rise to a claim;
- (b) conduct of any Proceedings for indemnity contribution or recovery relating to any claim or circumstance that may give rise to a claim;
- (c) investigation assessment negotiation or compromise of any claim;

for which the Assured seeks indemnity under this Policy. Defence Costs do not include any internal or overhead expenses of the Assured or the cost of the Assured's time.

Employee – means any person:-

- (a) employed under a written or implied contract of service with the Assured or;
- (b) otherwise engaged (including under a written or implied contract for services for the provision of labour only) in the Assured's Business provided that person is controlled (as to where and when and how they work) by the Assured or;
- (c) seconded to work for the Assured provided that person is controlled (as to where and when and how they work) by the Assured.

Electronic Medium – means by e-mail or any other format agreed by Underwriters and conveyed by other than postal means. The Assured must satisfy himself that the same has been received by Underwriters. Confirmation of receipt by the Underwriters will be required to be disclosed by the Assured to the Underwriters and failure to do so will mean that the Underwriters can assume that no such submission was made by the Assured.

Foreign judgment – means any judgment order or award by a Court or Tribunal in any jurisdiction other than England & Wales Scotland Northern Ireland the Isle of Man or the Channel Islands.

Offshore - It is understood and agreed that for the purpose of this Policy the Assured's Employees shall be deemed to be Offshore from the time when they embark onto a conveyance at the point of final departure to an offshore rig or offshore platform or offshore support or accommodation vessel. All such Employees shall continue to be deemed to be Offshore until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or offshore support or accommodation vessel.

Pollution - means pollution or contamination of the atmosphere or of any water land or other tangible property.

Product – means any property (including packaging containers and labels) not forming part of the Contract Works after it has left the custody and control of the Assured which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on behalf of the Assured.

Terrorism - means an act including but not limited to the use of force or violence and/or the threat thereof of any person or groups(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) 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.

Underwriters - means D L Dale & Others Lloyd's Syndicate 2525 and any other participating Lloyd's syndicates and/or insurance companies. Syndicate 2525 is situated in England at Lloyd's of London One Lime Street London EC3M 7HA.

## **SECTION A - EMPLOYERS LIABILITY**

To Indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs in respect of accidental bodily injury death or disease sustained by an Employee arising out of and in the course of his/her employment or engagement with the Assured in connection with the Business of the Assured and caused during the Period of Insurance.

The indemnity provided shall only apply to bodily injury death or disease sustained:-

1. within Great Britain Northern Ireland the Isle of Man and the Channel Islands or an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands;
2. by Employees of the Assured during temporary visits abroad in a non-manual capacity.

## **EMPLOYERS LIABILITY COMPULSORY INSURANCE CLAUSE**

The indemnity granted by 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 Isle of Man the Island of Jersey the Island of Guernsey the Island of Alderney and offshore installations in territorial waters around Great Britain and its Continental Shelf. but the Assured agrees to repay to the Underwriters all sums paid by the Underwriters which the Underwriters would not have been liable to pay but for the provisions of such law ordinance or statute.

## **EMPLOYERS LIABILITY TRACING OFFICE**

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers names and addresses (including 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 and added to an electronic database.

By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.

## **EXCLUSIONS TO SECTION A**

This Section does not provide any indemnity in respect of liability:-

1. for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 -2000 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation or similar legislation;
2. arising out of handling and/or stripping out of Notifiable Asbestos and/or any other substance or compound that incorporates Notifiable Asbestos;

however this Exclusion shall not apply to liability arising from the accidental discovery of materials known or suspected to be Notifiable Asbestos provided always that:-

- (a) immediately upon discovery all handling removal stripping out demolition storage transportation or disposal of that which is suspected to be Notifiable Asbestos ceases 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 HSE licensed contractor on terms which indemnify the Assured for all liability arising out of such work;
  - (c) the Underwriters' liability to pay Damages (including Defence Costs and Criminal prosecution Defence Costs) shall not exceed the minimum statutory limit of GBP 5,000,000 in respect of any one occurrence or series of occurrences arising out of one originating cause.
3. for bodily injury death or disease of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic exposure to explosive or other hazardous properties of any nuclear component;

4. for bodily injury death or disease of whatsoever nature directly or indirectly caused by or contributed to by or arising from the consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection confiscation nationalisation or requisition;
5. for any claim arising in connection with:-
  - (a) any work of demolition except solely undertaken with hand held tools and of structures not exceeding 5 metres in height from its lowest vertical point to its highest vertical point by Employees of the Assured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Assured;
  - (b) the construction alteration or repair of mines;
  - (c) tunnelling;
  - (d) the use of explosives for any purpose.

#### **SECTION B - PUBLIC LIABILITY**

To indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs in respect of accidental:-

1. bodily injury death or disease to any person;
2. loss of or damage to tangible property;

in connection with the Business of the Assured and occurring during the Period of Insurance.

The indemnity provided shall only apply to bodily injury death or disease or loss of or damage to tangible property occurring:-

- (a) within Great Britain Northern Ireland the Isle of Man and the Channel Islands or an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands;
- (b) during the course of temporary visits abroad by Employees of the Assured in a non-manual capacity.

#### **EXCLUSIONS TO SECTION B ONLY**

This Section does not provide any indemnity in respect of liability arising out of Pollution.

#### **SECTION C - POLLUTION LIABILITY**

To indemnify the Assured for all sums which the Assured becomes legally liable to pay as Damages (including claimants' costs fees and expenses) and Defence Costs and Criminal Prosecution Defence Costs in respect of accidental:-

1. bodily injury death or disease to any person;

2. loss of or damage to tangible property;

arising out of Pollution in connection with the Business of the Assured caused and occurring in its entirety during the Period of Insurance but only to the extent that the Assured can demonstrate that such Pollution:-

- (a) was the direct result of a sudden specific and identifiable event occurring during the Period of Insurance;
- and;
- (b) was not the direct result of the Assured failing to take reasonable precautions to prevent such Pollution.

The indemnity provided shall apply only to bodily injury death or disease or loss of or damage to tangible property occurring within Great Britain Northern Ireland the Isle of Man and the Channel Islands.

#### **EXCLUSIONS TO SECTION C ONLY**

This Section does not provide any indemnity in respect of liability:-

1. for loss of or damage to premises presently or at any time previously owned leased or tenanted by the Assured or otherwise in the Assured's care custody or control;
2. for loss of or damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned leased or tenanted by the Assured or otherwise in the Assured's care custody or control.

#### **EXCLUSIONS TO SECTIONS B AND C**

Sections B and C do not provide indemnity in respect of liability:-

1. for bodily injury death or disease sustained by any Employee arising out of and in the course of his/her employment or engagement by the Assured in connection with the Business of the Assured;
2. for loss or damage to property owned leased tenanted or hired by or under hire purchase or on loan to the Assured or in the Assured's care custody and control other than:-
  - (a) Employees' and visitors' clothing and personal effects;
  - (b) premises including contents thereof not owned leased nor rented by the Assured but temporarily occupied by them for the purpose of work therein or thereon but no indemnity is granted for loss of or damage to that part of the premises or the contents thereof on which the Assured is working and which arises out of such work;
  - (c) premises tenanted by the Assured but always excluding:-
    - (i) liability which attaches by way of any contract or agreement and that would not have attached in the absence of such contract or agreement;
    - (ii) damage caused by fire and/or explosion;



3. arising out of the ownership possession or use by or on behalf of the Assured of any motor vehicle or trailer for which Compulsory Insurance is required by legislation other than liability:-
  - (a) caused by the use of any work equipment or personal protective equipment or plant added to the vehicle after supply and forming part of or attached to or used in connection with any motor vehicle or trailer;
  - (b) arising beyond the limits of any highway carriageway thoroughfare or other public place caused by the loading or unloading of any motor vehicle or trailer;
  - (c) for damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon;
  - (d) arising out of use of any motor vehicle or trailer temporarily in the Assured's custody or control for the purpose of parking;

and where such liability does not require Compulsory Insurance by legislation governing the use of any motor vehicle or trailer;

4. caused by the ownership or operation by or on behalf of the Assured of any waterborne craft hovercraft aircraft or railway vehicle;
5. if such liability arises as a result of any requirement under clause 6.5.1 of the JCT Standard Form of Building Contract (all editions including those referring to clause 21.2.1) or any comparable condition of similar effect in any other contract or agreement;
6. arising out of liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;
7. arising out of the deliberate conscious or intentional disregard by the Assured's technical or administrative management of the need to take all reasonable steps to prevent bodily injury death or disease and/or loss of or damage to tangible property;
8. for loss or damage to the Assured's Contract Works:-
  - (a) prior to certified completion or handover by the Assured;
  - (b) after certified completion or handover by the Assured where such loss or damage arises out of the defective condition of any part of such property structure or Contract Works;
9. for loss or damage to any Product or part thereof;
10. for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or any pure financial loss consequent upon the necessity for such repair reconditioning or replacement;
11. arising out of the recall of any Product or part thereof;
12. which is the inevitable or unavoidable consequence of the performance of a contract;

13. for loss of or damage to cables pipes or other services located underground unless the Assured has:-
  - (a) taken or caused to be taken all reasonable measures to identify the location of such cables pipes and services before any work is commenced (reasonable measures include contacting the appropriate authorities) and;
  - (b) retained a record of the measures which were taken to locate such cables pipes or other services and;
  - (c) demonstrated the location of such cables pipes and services to those who are carrying out such work on behalf of the Assured;
14. for bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly arising out of resulting as a consequence of or related to the manufacture mining processing distribution testing remediation removal storage disposal sale use of or exposure to Asbestos or materials or products containing Asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to the loss;
15. for bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly 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. If the Underwriters' allege 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 the Assured;
16. for any claim arising in connection with:-
  - (a) any work of demolition except solely undertaken with hand held tools and of structures not exceeding 5 metres in height from its lowest vertical point to its highest vertical point by Employees of the Assured when such work forms an ancillary part of a contract for construction alteration or repair carried out by the Assured;
  - (b) the construction alteration or repair of mines;
  - (c) tunnelling;
  - (d) the use of explosives for any purpose;
17. for bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from the radioactive toxic exposure to explosive or other hazardous properties of any nuclear component;
18. for bodily injury death or disease and/or loss of or damage to tangible property directly or indirectly caused by or contributed to by or arising from the consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection confiscation nationalisation or requisition;
19. for any amount falling within the Excess as stated in the Schedule;
20. arising out of defective design specification or advice which is provided solely for a fee.

## **LIMITS OF INDEMNITY (applying to all Sections of the Policy)**

Underwriters' liability to pay Damages (including claimants' costs fees and expenses and Defence Costs and Criminal Prosecution Defence Costs) shall not exceed the sum stated in the Schedule in respect of all occurrences or series of occurrences arising out of one originating cause but in respect of Section B for all claims arising from Products and Section C the Limit of Indemnity shall be the sum stated in the Schedule in respect of all occurrences in the aggregate for the Period of Insurance.

In respect of Sections B and C only Defence Costs will be payable in addition to the Limits of Indemnity.

In respect of Sections B and C in the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Section each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Underwriters' liability for all such occurrences shall be limited to the greatest Limits of Indemnity available under any one Section providing indemnity.

## **CHOICE OF LAW CLAUSE (applying to all Sections of the Policy)**

It is hereby agreed between Underwriters and the Assured that indemnity provided by this Policy shall apply only to judgments against the Assured in the Courts of Law of England & Wales Scotland Northern Ireland the Isle of Man and the Channel Islands and not to judgments obtained elsewhere nor to judgments or orders obtained in the said courts for the enforcement of foreign judgments whether by way of reciprocal agreements or otherwise.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable under any other law or the jurisdiction of any other Courts.

## **GENERAL EXTENSIONS**

### **1. INDEMNITY TO OTHERS (applying to all Sections of the Policy)**

The indemnity provided extends to:-

- (a) any director of the Assured or Employee in respect of liability arising in connection with the Business of the Assured;
- (b) the committees for the time being of any of the Assured's canteen sports or social clubs welfare organisation fire security first aid medical or ambulance services including as though they were the Assured the officers and/or members of any such club jointly or severally in their respective capacities as such but not including medical practitioners while working in a professional capacity;
- (c) the liability of directors and/or officials of the Assured in their personal private capacity arising from work undertaken for them by Employees of the Assured

each of whom shall as though they were the Assured be subject to the terms of this Policy so far as they can apply and provided that the Assured would have been entitled to indemnity under this Policy if the claim had been made against the Assured.

## **2. CRIMINAL PROSECUTION DEFENCE COSTS**

Underwriters will pay any reasonable legal or investigation expenses incurred with their prior written consent and at their absolute discretion (and always subject to the right to withdraw consent during the course of any proceedings in respect of further expenses for which the Assured are not liable at the date of the withdrawal of the consent) in any proceedings within the Courts of Law of Great Britain Northern Ireland the Isle of Man and the Channel Islands arising from any act or omission which is the subject of indemnity under this Policy:-

- (a) for representation at a Coroner's Inquest or Fatal Accident Inquiry;
- (b) for representation at a PACE interview conducted by the Police or by the Health and Safety Executive or by the Environment Agency;
- (c) for defending the Assured in any Court or Tribunal to include prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007;
- (d) arising out of any prosecution of the Assured for breach or alleged breach of Part 1 of the Health and Safety at Work Act 1974 (and/or any Legislation of similar effect);
- (e) arising out of any prosecution of the Assured for breach or alleged breach of Construction (Design and Management) Regulations 1994.

Provided that the Underwriters shall not be liable for any fines or penalties or prosecution costs or investigation costs levied by a regulatory body.

The Limit of Indemnity under this Extension is limited to GBP 1,000,000 in respect of all occurrences and in the aggregate for the Period of Insurance.

## **3. PRINCIPALS CLAUSE**

Where the Assured so requests the Underwriters agree to indemnify any Principal of the Assured but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the Assured. Such Principal shall be subject to and comply with the terms and conditions herein and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule.

## **4. CROSS LIABILITY CLAUSE**

It is hereby declared and agreed that where more than one party is named in the Schedule as the Assured indemnity shall apply as though individual insurances have been issued to each party provided always that the Underwriters' total liability shall not exceed the sums stated in the Schedule as the Limits of Indemnity.

## **5. MOTOR CONTINGENT LIABILITY (applying to Sections B and C only)**

It is agreed that notwithstanding Exclusion 3 to Sections B and C herein this Policy is extended to provide an indemnity in respect of liability arising out of the use of any motor vehicle owned by an Employee in connection with the Business of the Assured.

No indemnity is provided in respect of liability:-

- (a) arising out of loss of or damage to any such motor vehicle or any goods conveyed therein or thereon;
- (b) arising out of bodily injury or loss of or damage to tangible property caused:-
  - (i) by any motor vehicle owned or provided by the Assured;
  - (ii) by any motor vehicle driven with the consent of the Assured or a representative of the Assured by any person who to the knowledge of the Assured or a representative of the Assured does not hold a valid licence to drive such vehicle;
  - (iii) outside Great Britain Northern Ireland the Channel Islands or the Isle of Man;
- (c) if such vehicle is more specifically insured.

**6. HOUSING GRANTS CONSTRUCTION AND REGENERATION ACT 1996 (applying to Sections B and C)**

The indemnity granted by this Policy is extended to apply to any process of adjudication or decision of any adjudicator pursuant to the Act provided always that as a condition precedent to Underwriters liability under this Policy the Assured agrees to comply with conditions (a) and (b) as follows;

(a) Policy conditions

The Assured shall:-

- (i) notify Underwriters immediately upon receipt (and in no event later than two working days thereafter) of any notice of intention to refer a dispute to adjudication (notice of adjudication) or of the service by the Assured of any notice of adjudication in circumstances which will lead to or are likely to lead to a claim being made against the Assured (whether under a process of adjudication or otherwise);
- (ii) promptly forward to Underwriters all information relating to any dispute referred to adjudication including copies of all documentation made available to the Assured or subsequently by the Assured to the adjudicator;
- (iii) allow the Underwriters to appoint advisers or representatives and to have conduct (including the right but not the obligation to take over the conduct) of the adjudication as they deem appropriate and provide such assistance as the Underwriters may reasonably require;
- (iv) meet any request direction or timetable of the adjudicator;
- (v) satisfy the Underwriters that any dispute referred to adjudication is or would be the subject of indemnity under this Policy and that the decision reached by the adjudicator represents the award against the Assured of a payment of money by the Assured which constitutes Damages which form the subject of such indemnity;
- (vi) not agree to accept the decision of the adjudicator as finally determining the dispute without the prior written consent of the Underwriters;

- (vii) in the event of a decision reached by the adjudicator that such an award as described in (v) above is payable give the Underwriters every assistance in instituting legal proceedings (or arbitration if applicable in accordance with the Assured's contract) in order to challenge reopen stay the enforcement of or overturn such adjudicator's decision or otherwise to recover such award if the Underwriters deem it appropriate;
  - (viii) permit the Underwriters to have sole conduct of all such proceedings.
- (b) any provisions relating to adjudications pursuant to the Act in any contract entered into by the Assured shall:-
- (i) provide that the adjudicator must be independent of the parties to the contract;
  - (ii) not allow for any decision of the adjudicator to be binding or to determine any dispute finally;
  - (iii) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations;
  - (iv) not prohibit the assistance or representation by advisers or representatives (whether legally qualified or not) at any adjudication;
  - (v) not place any conditions upon the timing of commencement of legal or arbitration proceedings (other than adjudications pursuant to the Act).

## 7. REWAGE EXTENSION

It is agreed that at the request of the Assured and pending **Investigation** of the **Circumstances** this Extension will indemnify the Assured in respect of **Wages** paid to an **Injured Person** following **Bodily Injury** which results in **Absence** where it is reasonable for the Assured to infer that the **Circumstances** will give rise to a legal liability.

### Provided always that:

1. The **Circumstances** are notified direct to Underwriters as a **ReWage Claim** (at [claims@rewage.co.uk](mailto:claims@rewage.co.uk)) within 21 days.
2. Upon completion of the **Investigation** the **Wages** will be categorised as compensatory damages at law for a sum **Commensurate** with the assessment of the Assured's legal liability and be the subject of indemnity for a maximum period of 104 weeks from the date of the commencement of the **Absence** or will cease to be the subject of indemnity where there is an assessment that no legal liability attaches to the Assured in respect of the **Absence**.
3. In the event of the **Absence** not exceeding 30 consecutive days the indemnity will be subject to a £750 **Excess**.
4. The Assured shall assist in providing any reasonable program of rehabilitation to the Employee at Underwriter's expense and at Underwriter's reasonable request the Assured will discontinue Wage payments should the Employee refuse to submit to such a program without good reason.
5. The Assured will submit a schedule of payments made to the Employee at 90 day intervals to Underwriters and Underwriters will reimburse the Assured upon presentation and approval of a schedule of payments.

6. The Assured will inform the **Injured Person** in the format prescribed by Underwriters of the assessment of the Assured's legal liability upon completion of the **Investigation** and where appropriate provide the **Injured Person** with details of the **Direct Settlement Scheme**.
7. This Section does not apply in respect of **Bodily injury** sustained by Employees of the Assured whilst working permanently outside Great Britain Northern Ireland the Isle of Man and the Channel Islands other than on an offshore installation within the territorial waters around Great Britain Northern Ireland the Isle of Man and the Channel Islands.
8. This Section does not confer any rights to an Employee.
9. The Section does not operate independently of the Employers Liability Section.

#### REWAGE SPECIFIC DEFINITIONS

**Investigation** - The preliminary process which is designed to be completed within 14 days and by which Underwriters determine whether the **Circumstances** will give rise to a legal liability.

**Circumstances** - The factual details of a RIDDOR reportable accident in the workplace.

**Wages** - A term used to describe a payment equivalent to normal take home pay including overtime and bonus.

**Commensurate** – Shall mean either fully liable or substantially liable to a degree of not less than 75%.

**Injured Person** - The Employee who has sustained a RIDDOR reportable accident in the workplace and has been selected by the Assured to be the subject of a **ReWage Claim** request.

**Absence** - A continuous period of medically certified absence by an Employee which is solely due to a RIDDOR reportable accident arising out of and in the course of his employment.

**Bodily Injury** - As defined in the Policy but not any illness or disease that is gradual in its development or is the result of exposure to asbestos.

**ReWage Claim** - A notification from the Assured of a RIDDOR reportable accident in the workplace where a decision has been made by the Assured to continue to pay to pay Wages to the Injured Person during Absence.

**Excess**- A sum payable by the Assured which is deducted from the indemnity provided by this Section.

**Direct Settlement Scheme** - This is a scheme which has been devised by the Underwriters to provide an **Injured Person** with a method of settlement of their claim for compensation.

Subject otherwise to Terms Limitations Conditions and Exclusions of the Policy.

## GENERAL CONDITIONS ATTACHING TO THIS INSURANCE

(Conditions 1, 2 and 3(c)(e) & (f) are conditions precedent to Underwriters' liability to provide indemnity under this Policy. Condition 3(c)(e) & (f) contains warranties on the part of the Assured. Condition 3 also contains various obligations on the part of the Assured in respect of which "time is of the essence". Where "time is of the essence" of an obligation on the part of the Assured then the Assured must comply with that obligation strictly within the time limits specified).

### 1. Claims Procedure

- (a) Irrespective of the amount stated in the schedule as the Excess the Assured shall give notice to the Underwriters in writing or the agreed Electronic Medium within:-
  - (i) 21 days of an accident or circumstance causing injury death or disease to an Employee that requires reporting under the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) if seeking indemnity under the ReWage Extension or
  - (ii) 30 days of an accident or circumstance causing injury death or disease to an Employee that requires reporting under the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) or
  - (iii) 30 days of the Assured's first awareness of any circumstance which may give rise to a claim under this Policy.

The Assured shall in connection with the above supply all such additional information as the Underwriters may require. Every Claim Form letter of claim summons or process and all documents relating thereto and any other written notification of circumstances that may give rise to a claim shall be forwarded unanswered to the Underwriters immediately they are received. The Assured shall at all times in addition to their obligations set out above afford such information to and co-operate with the Underwriters or their appointed agents to allow the Underwriters to be able to comply with such relevant Practice Directions and Pre-action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

- (b) No admission offer promise or payment shall be made or given by or on behalf of the Assured without written consent of the Underwriters;
- (c) the Assured shall permit Underwriters to take over the conduct in the name of the Assured the defence or settlement of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity contribution or Damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Assured shall give all such information and assistance as the Underwriters may reasonably require.

### 2. Alterations in Risk

The Assured is required to notify the Underwriters of all material facts or alterations in the risk which come to his knowledge or arise during the currency of this Policy. A material fact is one that would influence the Underwriters' decision on whether to accept the risk and the premium for doing so. An alteration in the risk is any event that would cause there to be a change to the information provided to Underwriters in the proposal form completed before the inception of this Policy.



### 3. Adjustment of Premium

- (a) The total contract price payable by the Assured comprises both the initial Minimum & Deposit premium based on estimates of wage roll and/or turnover as furnished by the Assured to the Underwriters and any further sums payable by the Assured to the Underwriters under this General Condition 3.
- (b) The Assured shall keep accurate records of actual wage roll and turnover accruing throughout the Period of Cover and shall allow the Underwriters to inspect such records at any time (and from time to time) insofar as such records are relevant for the purposes of this Policy.
- (c) Within 90 days of expiry (time to be of the essence of this obligation) the Assured shall furnish to the Underwriters in writing or through Electronic Medium full particulars of actual wage roll and turnover for the whole of the Period of Cover up to expiry. Such particulars shall be prepared in an identical manner and on the same basis of categorisation as between classes of employees as were the estimates of wage roll and turnover furnished by the Assured to the Underwriters for the purposes of the calculation of the Minimum & Deposit.
- (d) On receipt by the Underwriters of the full particulars required under (c) above then the Underwriters shall calculate the Final Premium. The Final Premium shall be calculated by applying the premium rate or rates utilised to calculate the initial Minimum & Deposit premium to the actual wage roll and turnover for the whole of the Period of Cover up to expiry. The further sum payable shall be the difference between the initial Minimum & Deposit premium and the Final Premium.
- (e) Any sums owing shall be paid by the Assured within 60 days of receipt of notice by the Assured of the Final Premium (time being of the essence of this obligation).
- (f) Each and every of the following obligations of the Assured under this General Condition 3 are warranties:-
  - (i) the obligation of the Assured to make payment of an additional premium (plus Insurance Premium Tax thereon) within 150 days of expiry under (c) above (time being of the essence of this obligation)
  - (ii) the obligation of the Assured to make payment of the difference between the Final Premium and the Minimum & Deposit (plus Insurance Premium Tax thereon) under (d) above within 60 days of receipt by the Assured of notice under (d) above (time being of the essence of this obligation)

Each and every of such obligations are also conditions precedent to the Underwriters' liability to make payment or to provide indemnity under Sections B, C and D of this Policy. In the event of breach by the Assured of any of such obligations (time being of the essence of each of such obligations) the Underwriters shall be relieved of any and all liability to make any further payment or to provide any further indemnity.

Each and every of such obligations are also conditions precedent to the Underwriters' liability to make payment or to provide indemnity under Section A of this Policy except if this prevented this Policy from being an "approved policy" for the purposes of the Employers Liability (Compulsory Insurance) Act 1969 and any Regulations made thereunder. However, in these circumstances Underwriters shall be entitled in the event of a breach by the Assured of any such obligation to recover in full from the Assured all sums which the Underwriters shall have paid under Section A of this Policy which the Underwriters would not have had to have paid had such obligations been conditions to the Underwriters' liability to make payment or to provide indemnity under Section A of this Policy.

#### 4. **Excess/ ReWage Excess Clause**

Where a ReWage Excess is stated in the schedule the Assured shall be responsible for the first amount so specified for each and every **Injured Person** whose **Absence** does not exceed 30 consecutive days.

Where the Assured is responsible for the ReWage excess as stated in the schedule such amount is payable by the Assured at the request of Underwriters upon any one of the following occurring;

- (a) when Underwriters have determined that an amount payable under the Policy to which the ReWage Excess applies is equal to or exceeds the amount of the Excess so stated in the Schedule;
- (b) when Underwriters have determined that the amount payable under the Policy to which the ReWage Excess applies shall fall below and within the ReWage Excess so stated in the Schedule in which case such lesser sum shall be payable.

Where an Excess is stated in the Schedule under Sections B and C the Assured shall be responsible for the first amount so specified of each and every claim or series of claims arising out of any one originating cause. The Excess shall also apply to Defence Costs and Criminal Prosecution Defence Costs and claimants' costs and expenses.

Whereas the Excess as stated in the Schedule is the first amount payable so specified the Excess amount is payable by the Assured at the request of Underwriters upon any one of the following occurring:-

- (a) when Underwriters have determined that an amount payable under the Policy to which the Excess applies is equal to or exceeds the amount of the Excess so stated in the Schedule;
- (b) when Underwriters have determined that the amount payable under the Policy to which the Excess applies shall fall below and within the Excess so stated in the Schedule in which case such lesser sum shall be payable;
- (c) when Proceedings are issued against the Assured and for which Underwriters have confirmed an indemnity under the Policy.

#### 5. **Discharge of Liability**

The Underwriters may at any time pay to the Assured in connection with any claim or series of claims under this Policy to which a Limit of Indemnity applies the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims.

#### 6. **Apportionment of Defence Costs**

Except where the Limit of Indemnity is inclusive of Defence Costs or where Underwriters have not exercised their right under the Discharge of Liability General Condition 5 if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim the liability of the Underwriters to pay all Defence Costs in connection therewith shall be limited to such proportion of the said Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of a claim.

## **7. Policy Interpretation**

Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the laws of England and Wales. The Proposal Policy and Schedule shall be read together and form the basis of the contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The premium for this Policy has been calculated accordingly.

It is important that the Assured's senior management familiarise themselves with their Policy obligations and any questions relating to the interpretation or normal operation of the Policy should be directed to the Assured's appointed agent.

Where appropriate Underwriters will offer to provide direct assistance to the Assured to familiarise them with the normal operation of the Policy.

Where Underwriters wish to do so this may take the form of a presentation by Underwriters or their appointed agents to assist the Assured with the interpretation of the Policy terms and conditions and to understand their practical implications.

## **8. Other Insurance**

If any claim covered by this Policy would but for the existence of this Policy also be covered in whole or in part by any other insurance the liability of the Underwriters shall apply in excess of and not in contribution to such other insurance.

## **9. Fraudulent Claims**

If the Assured shall provide any information or make any claim knowing the same to be fraudulent or false this Policy shall become void and all claims hereunder shall be forfeited.

## **10. Cancellation Clause**

Underwriters may cancel this Policy by sending thirty days written notice to the Assured's last known address whereupon the Assured shall become entitled to a refund of a proportionate part of the premium.

## **11. Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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 agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **12. Policy Disputes Clause**

Any dispute concerning the interpretation of the terms conditions limitations or Exclusions contained herein is understood and agreed by both the Assured and the Underwriters to be subject to the laws of England and Wales. Any dispute or difference arising between the Assured and the Underwriters shall be referred to mediation. The Underwriters agree to pay the costs of such referral except where indemnity has been denied by the Underwriters when the parties shall bear the costs equally. If the dispute is not settled by mediation then the parties shall invite the mediator to issue a non binding determination. If following such determination the parties are still unable to resolve their dispute then each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England and Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

## COMPLAINTS PROCEDURE

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact The Compliance Officer Syndicate 2525 Lloyd's of London One Lime Street London EC3M 7HA.

In the event that you remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for you to refer the matter to the Policyholder & Market Assistance Department. Their address is Policyholder & Market Assistance Department Lloyd's Market Services G6/86 One Lime Street London EC3M 7HA Tel 020 7327 5693 Fax: 020 7327 5225 Email: [Complaints@lloyds.com](mailto:Complaints@lloyds.com) In the event that the Complaints Department is unable to resolve your complaint it may be possible for you to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.