



Taxi Operators Liability Insurance Policy (Section)

Underwritten By

FARADAY



INTRODUCTION

The **INSURED** has applied for this Insurance by completing a proposal form or a statement of fact and declaration which is the basis of this contract and is deemed to be incorporated herein and in consideration will pay the premium and any taxes due

The **COMPANY** has relied upon the details contained in the proposal form or statement of fact to decide whether to accept this Insurance and determining the terms of such acceptance The **INSURED** must ensure that all the statements in the proposal form or statement of fact are accurate and that the **INSURED** has not withheld any material facts otherwise this Insurance may be avoided

This Policy should be read carefully and if it is incorrect return it immediately to your insurance advisor for alteration

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim

IMPORTANT

This Policy should be kept in a safe place – you may need to refer to it if you have to make a claim. It is recommended that you to retain details of your Employers Liability policy/certificates for at least 40 years.



Signed for and on behalf of the **COMPANY**

Lord Ashton of Hyde
Chief Executive Officer
Faraday Reinsurance Co. Limited
5th Floor
Corn Exchange
55 Mark Lane
London EC3R 7NE

THE INSURANCE

The **COMPANY** will subject to the terms exceptions conditions endorsements and Limits of Indemnity of this Insurance indemnify the **INSURED** against

- A. All sums which the **INSURED** shall become legally liable to pay as damages including claimants' costs and expenses in respect of **INJURY** or loss of or damage to **PROPERTY** which arises in connection with the **BUSINESS**
- B. All costs and expenses incurred by the **INSURED** (save described in C below) with the written consent of the **COMPANY** in respect of any claim against the **INSURED** which may be the subject of indemnity under this Insurance
- C. The payment of legal and other defence fees incurred with the written consent of the **COMPANY** and to a limit of £50,000 arising out of any one occurrence for representation of the **INSURED** at
 - (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **EMPLOYEE** or principal of the **INSURED** has been requested to give evidence
 - (ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **INJURY** or loss of or damage to **PROPERTY**

which may be the subject of indemnity under this Insurance

GENERAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule and endorsements and extensions

1. **BUSINESS** shall mean as described in the Schedule and shall include
 - (i) the ownership repair and maintenance of the **INSUREDS** own **PROPERTY**
 - (ii) the provision and management of canteen social sports and welfare activities for the benefit of the **INSURED** or **EMPLOYEES**
 - (iii) the provision and management of first aid fire and security servicesand no other business for the purposes of this Insurance
2. **COMPANY** shall mean Faraday Reinsurance Co Limited
3. **EMPLOYEE** shall mean
 - (a) any person under a contract of service or apprenticeship with the **INSURED**
 - (b)
 - (i) any labour master or labour only sub-contractor or person supplied by any of them
 - (ii) any self-employed person
 - (iii) any person under a contract of service or apprenticeship with another employer and who is hired to or borrowed by the **INSURED**
 - (iv) any person participating in any Government or otherwise authorised work experience training study exchange or similar schemewhilst working for the **INSURED** in the course of the **BUSINESS**
4. **EXCESS** shall mean the first £250 for which the **INSURED** will be responsible in respect of each and every claim in respect of loss of or damage to **PROPERTY**
5. **GOODS** shall mean any goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by the **INSURED** in the course of the **BUSINESS**
6. **INJURY** shall mean bodily injury death illness disease or shock causing bodily injury

7. **INSURED** shall mean
- the person or persons or corporate body named in the Schedule and includes
- (a) any subsidiary **COMPANY** which is named in the Policy Schedule operating in or from premises in Great Britain Northern Ireland the Channel Islands or the Isle of Man
 - (b) at the written request of the **INSURED**
 - (i) any director or **EMPLOYEE** of the **INSURED** while acting on behalf of or in the course of his employment or engagement by the **INSURED** in respect of liability for which the **INSURED** would have been entitled to indemnity under this Insurance if the claim against any such person had been made against the **INSURED**
 - (ii) any officer member or **EMPLOYEE** of the **INSURED's** social sports or welfare organisation or fire first aid service in his respective capacity as such
 - (iii) any director partner or senior official of the **INSURED** in respect of private work carried out by any **EMPLOYEE** of the **INSURED** for any such person with the consent of the **INSURED**
 - (c) in the event of the death of the **INSURED** the personal representatives of the **INSURED** in respect of liability incurred by the **INSURED** provided that such person shall as though he were the **INSURED** observe fulfil and be subject to the terms exceptions conditions and endorsements of this Insurance as far as they can apply
8. **OFFSHORE** shall mean from the moment in time that an **EMPLOYEE** shall embark onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **EMPLOYEE** shall disembark from any conveyance onto land upon their return from any offshore installation
9. **PROPERTY** shall mean material property
10. **SERVICING OF VEHICLES** shall mean the repair testing servicing maintenance alteration cleaning or inspection of any **VEHICLE**
11. **TERRORISM** shall mean any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives
12. **VEHICLE** shall mean any motor vehicle trailer or agriculture implement including its parts spare parts and accessories whilst on the vehicle or temporarily detached there from

SECTION 1 - EMPLOYERS' LIABILITY

SCOPE OF COVER

INJURY sustained by any **EMPLOYEE** of the **INSURED** arising out of and in the course of his employment or engagement by the **INSURED** and caused during the Period of Insurance

- (a) in Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) whilst temporarily outside the countries named in (a) provided that any such **EMPLOYEE** is
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) engaged in non-manual work

RIGHTS OF RECOVERY

The indemnity granted by Section 1 of this Insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **EMPLOYEE**'s in Great Britain Northern Ireland the Channel Islands Isle or the 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

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- (a) for **INJURY** sustained by any **EMPLOYEE** of the **INSURED**
 - (i) in respect of which compulsory insurance or security is required to be arranged by the **INSURED** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order
 - (ii) whilst **OFFSHORE**

If the **COMPANY** is required by compulsory insurance regulations to make a payment in respect of **INJURY** occurring **OFFSHORE** then the Limit of Indemnity of £5,000,000 any one occurrence shall apply
- (b) of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence inclusive of all costs and expenses shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

SECTION 2 - PUBLIC LIABILITY

SCOPE OF COVER

- A. Accidental **INJURY** to any person
- B. Accidental loss of or damage to **PROPERTY**
- C. Obstruction trespass nuisance or interference with any right of way air light or water or other easement
- D. Wrongful arrest wrongful detention false imprisonment or malicious prosecution

occurring anywhere within the Geographical Limits during the Period of Insurance

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- (a) for loss of or damage to **PROPERTY** including any **VEHICLE** belonging to the **INSURED** or in the custody or control of the **INSURED** or of any **EMPLOYEE** of the **INSURED** other than
 - (i) personal effects (not including **VEHICLE**) of any **EMPLOYEE** or visitors
- (b) arising from the ownership possession or use under the control of the **INSURED** or of any **EMPLOYEE** of the **INSURED** of
 - (i) any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security
 - (ii) any craft intended to travel through air or space or other aerial devices hovercraft or watercraft
- (c) caused by any **GOODS** including any **VEHICLE** after they have ceased to be in the custody or control of the **INSURED** other than food or drink supplied primarily for the use of **EMPLOYEES** or for entertainment purposes
- (d) arising from professional advice given separately for a fee or other remuneration by the **INSURED** or by anyone on the **INSURED'S** behalf or in circumstances where a fee would normally be charged
- (e) For the amount of the **EXCESS**

SECTION 2 EXTENSIONS

1. MOTOR CONTINGENT LIABILITY

Notwithstanding Section (b) (i) the **COMPANY** will within the terms of this Section indemnify the **INSURED** in respect of liability for **INJURY** or damage to **PROPERTY** caused by or arising from any **VEHICLE** not belonging to or provided by the **INSURED** being used by an **EMPLOYEE** in the course of the **BUSINESS**

Provided that the **COMPANY** shall not provide indemnity against liability

- a) in respect of damage to any such **PROPERTY** conveyed therein or thereon
- b) for which indemnity is provided by any other insurance
- c) caused or arising whilst such **VEHICLE** is
 - i) engaged in racing pace-making reliability trials or speed testing or
 - ii) being driven by the **INSURED** or
 - iii) being driven with the general consent of the **INSURED** or their representative by any person who to the knowledge of the **INSURED** or other such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence or
 - iv) used elsewhere than within the Geographical Limits

2. MOVEMENT OF OBSTRUCTING VEHICLES

Section Exception (b) (i) shall not apply to liability caused by or arising from any **VEHICLE** (not owned or hired by or lent to the **INSURED**) being driven by the **INSURED** or by any **EMPLOYEE** with the **INSURED**'s permission whilst such **VEHICLE** is being moved for the purpose of allowing free movement of any vehicles or pedestrians

Provided that

- a) movements are limited to any **VEHICLE** parked on or obstructing the **INSURED**'s premises or any site at which the **INSURED** is working
- b) the **VEHICLE** causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the **VEHICLE** causing obstruction is driven by use of the owner's ignition key
- d) the **COMPANY** shall not provide indemnity against liability
 - i) in respect of damage to such **VEHICLE**
 - ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the **VEHICLE**

3. DEFECTIVE PREMISES ACT

The indemnity provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by the **INSURED** for purposes pertaining to the **BUSINESS** and which have since been disposed of by the **INSURED**

Provided that the **COMPANY** shall not provide indemnity against liability

- a) for which indemnity is provided by any other insurance
- b) for the costs of remedying any defect or alleged defect in such premises

4. LEASED OR RENTED PREMISES

Section Exception (a) shall not apply to liability for damage to premises (including their fixtures and fittings) leased or rented to the **INSURED**

Provided that the **COMPANY** shall not provide indemnity against liability assumed by the **INSURED** under any agreement which would not have attached in the absence of such agreement.

5. DATA PROTECTION ACT

The indemnity provided by this Section shall extend to apply in respect of compensation for damage arising out of any claim under Part II Section 13 of the Data Protection Act 1998 not otherwise insured hereunder and first made against the **INSURED** during the Period of Insurance

Provided that

- a) the liability of the **COMPANY** for damages costs and expenses shall not exceed the amount stated as the Limit of Indemnity in the Schedule and notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this Section Extension apply in respect of the total of all claims during any one Period of Insurance
- b) the **INSURED** has registered in accordance with the terms of the said Act or has applied for such registration which has not been refused or withdrawn
- c) the **COMPANY** shall not provide indemnity
 - i) for 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000
 - ii) against liability caused by or arising from a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iii) for the costs of replacing reinstating rectifying or erasing any personal data
 - iv) against liability caused by or arising from any incident or circumstances known to the **INSURED** at inception of this Section Extension which may give rise to a claim
 - v) against liability caused by or arising from the recording processing or provision of data for reward or the determining of the financial status of a person
 - vi) against contractual liability

vii) against liability in respect of **INJURY** to any person or damage to **PROPERTY**

GEOGRAPHICAL LIMITS

- (a) Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) Elsewhere in the World arising out of temporary **BUSINESS** visits by **EMPLOYEES**
 - (i) ordinarily resident in any of the aforesaid countries
 - (ii) engaged in non-manual work

EXHIBITIONS

The Insured's Liability arising from or caused by their participation in exhibitions anywhere in the geographical limits

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section in respect of damages in respect of any one claim against the **INSURED** or series of claims against the **INSURED** arising out of one occurrence shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

SECTION 3 - PRODUCTS LIABILITY

SCOPE OF COVER

- A. Accidental **INJURY** to any person
- B. Accidental loss of or damage to **PROPERTY**

occurring anywhere in the World other than at the premises of the **INSURED** during the Period of Insurance and caused by any **GOODS** including **VEHICLES**

SECTION EXCEPTIONS

These apply in addition to the General Exceptions

The **COMPANY** shall not indemnify the **INSURED** under this Section against liability

- i. caused by or in connection with any **GOODS** including any **VEHICLE** to the knowledge of the **INSURED** for export to or use in the United States of America or Canada
- ii. caused by any **GOODS** including any **VEHICLE** in the custody or control of the **INSURED**
- iii. for the amount of the **EXCESS**

SECTION 3 EXTENSIONS

1. SERVICING OF VEHICLES

Notwithstanding Section Exception (ii) of the Product Liability Section the **COMPANY** will within the terms of this Section indemnify the **INSURED** in respect of liability for damage to any **VEHICLE** arising out of

- 01.** the **SERVICING OF VEHICLES** in the course of the **BUSINESS**
- 02.** the examination of **VEHICLES** in accordance with the Motor Vehicle Test Regulations

The **COMPANY** will not be liable for loss or damage for

- a) any **VEHICLE** in or about the premises of the **INSURED** or any **EMPLOYEE** or sub-contractor resulting directly or indirectly from fire explosion theft or attempted theft or malicious damage
- b) the supply of tyres other than tyres or remoulds processed by a recognised manufacturer
- c) any process of cleaning or use of chemicals used other than in accordance with the manufacturers instructions or recommendations as to use
- d) the cost of repairing replacing removing rectifying recalling or making any refund in respect any **VEHICLE** serviced by the **INSURED** but this exception shall not apply to any **VEHICLE** where such loss or damage to such **VEHICLE** is a direct result of work undertaken by or on behalf of the **INSURED**
- e) rectifying the original repair testing servicing maintenance alteration cleaning or inspection giving rise to the liability of the **INSURED**

2. CONSUMER PROTECTION ACT

The **COMPANY** will provide indemnity to the **INSURED** and at the request of the **INSURED** any director partner or **EMPLOYEE** of the **INSURED** in respect of legal costs and expenses incurred with the **COMPANY**'s written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the **BUSINESS**
- b) the **COMPANY** shall not provide indemnity in respect of
 - i) fines or penalties of any kind
 - ii) any proceedings arising from circumstances for which indemnity is provided by any other insurance
 - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) the director partner or **EMPLOYEE** shall as though they were the **INSURED** be subject to the terms Exceptions and Conditions of this policy insofar as they can apply.

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section in respect of damages shall not exceed the Limit of Indemnity stated in the Schedule in any one Period of Insurance

Any costs and expenses which may be the subject of indemnity under this Insurance will be payable in addition to the Limit of Indemnity

GENERAL EXTENSIONS

1. CROSS LIABILITIES

If the **INSURED** comprises more than one party the **COMPANY** will under Sections 2 and 3 provide indemnity to each such **INSURED** in the same manner and to the same extent as if a separate policy had been issued to each of them Provided that nothing in this Extension shall increase the liability of the **COMPANY** to pay any amount exceeding the Limit of Indemnity of the operative Section(s) regardless of the number of persons claiming to be indemnified.

2. HEALTH AND SAFETY AT WORK ACT ETC AND CORPORATE MANSLAUGHTER

The **COMPANY** will indemnify the **INSURED** and at the request of the **INSURED** any director partner or **EMPLOYEE** of the **INSURED** in respect of legal costs and expenses incurred with the **COMPANY**'s consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
- ii) the Corporate Manslaughter and Corporate Homicide Act 2007

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the **BUSINESS**
- b) the **COMPANY** shall not provide indemnity in respect of
 - i) fines or penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution
 - ii) any circumstances for which indemnity is provided by any other insurance
 - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission
 - iv) proceedings which arise out of any activity or risk excluded from this Policy
- c) The liability of the **COMPANY** in respect of all such legal costs and expenses shall not exceed the sum of £1,000,000 in respect of each and every occurrence of proceedings whether relating to one or more alleged offences

GENERAL EXCEPTIONS

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

The **COMPANY** shall not indemnify the **INSURED** in respect of

1. any judgement award or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or part) unless the **INSURED** has requested that there shall be no such limitation and has accepted the terms offered by the **COMPANY** in granting such cover which offer and acceptance must be signified by specific endorsement to the Insurance
2. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. any liability for punitive multiplied or exemplary damages fines or penalties
4. any liability as a result of **TERRORISM** but as far as concerns **INJURY** as a result of **TERRORISM** to any **EMPLOYEE** of the **INSURED** which arises out of and in the course of employment or engagement by the **INSURED** the Limit of Indemnity under Section 1 shall not exceed £5,000,000
5. The **COMPANY** shall not indemnify the **INSURED** under Sections 2 or 3 of this Insurance against liability in respect of
 - (a) **INJURY** sustained by an **EMPLOYEE** which arises out of and in the course of his employment or engagement by the **INSURED**
 - (b) loss of or damage or legal liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to **PROPERTY** by or under the order of any government or public or local authority.
 - (c) loss of or damage to or any costs or expense incurred in repairing replacing removing rectifying recalling or making any refund in respect of **GOODS** including **VEHICLES** unless otherwise provided for in this Policy
 - (d) liability arising from **GOODS** including any **VEHICLE** used with the **INSURED's** knowledge in connection with aircraft watercraft or offshore structures
 - (e) liability directly or indirectly caused by or arising out of pollution or contamination of buildings or other structures or of water or land or the atmosphere but this exception shall not apply in respect of pollution or contamination caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the Period of Insurance.
 - (f) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any component building material that must be removed encapsulated or otherwise abated because its presence or release is a hazard to human health

- (g) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any fungus of any kind including but not limited to mildew mould spores or allergens
 - (h) **INJURY** loss damage cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of asbestos or materials containing asbestos
6. any liability which is assumed by the **INSURED** by agreement unless such liability would have attached in the absence of such agreement
 7. any liability arising from any activity involving any motor competition trial performance test race or trial speed whether between vehicles or otherwise and irrespective of whether such activity takes place on any circuit or track

Cancellation

The insured has no cancellation rights under this Policy. All Premiums are Deposit premiums and non refundable

CONDITIONS

These apply to all Sections of the Insurance and all endorsements and extensions unless otherwise stated

Conditions Number 1, 2, 4 and 12 inclusive are all conditions precedent to liability of the **COMPANY** under this Policy

1. The **INSURED** shall
 - (a) give immediate notice in writing to the **COMPANY** of anything which may give rise to a claim being made against the **INSURED** and for which there may be liability under this Insurance
 - (b) give immediate notice in writing to the **COMPANY** when any claim is actually made against the **INSURED** (whether written or oral) and for which there may be liability under this Insurance
 - (c) advise the **COMPANY** in writing immediately the **INSURED** has knowledge of any impending prosecution inquest or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above

2. The **INSURED** shall provide the **COMPANY** with such particulars and information as the **COMPANY** may require in relation to any occurrence or claim notified to the **COMPANY** and shall forward to the **COMPANY** immediately on receipt every letter claim form writ summons and process

The **COMPANY** shall be entitled at their discretion to take over and conduct in the name of the **INSURED** the defence or settlement of any claim and to prosecute at their own expense and for their benefit any claim for indemnity or damages against any other persons and the **INSURED** shall give all information and assistance required No admission of liability or offer promise or payment shall be made without the written consent of the **COMPANY**

3. The **COMPANY** may at any time at their sole discretion pay to the **INSURED** the maximum sum payable under this Insurance or any lesser sums for which any claim or claims can be settled and the **COMPANY** shall not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment

Provided that in the event of a claim such costs and expenses shall not exceed an amount being in the same proportion as the **COMPANY**'s payment to the **INSURED** bears to the total payment made by or on behalf of the **INSURED** in settlement of the claim or claims

4. The **INSURED** shall take all reasonable care to prevent accidents and to maintain his premises plant and everything used in the **BUSINESS** in proper repair and to employ only competent **EMPLOYEES** and to act in accordance with all statutory obligations and regulations The **INSURED** shall forthwith make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require

5. If at the time of any claim there is or but for the existence of this Insurance would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the **INSURED** applicable to such

- claim the **COMPANY** shall not be liable under this Insurance to indemnify the **INSURED** in respect of such claim except beyond the amount which would be payable under such indemnity or insurance had this Insurance not been effected
6. This Insurance including the schedule definitions sections exceptions extensions conditions and endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Insurance shall bear that meaning wherever it may appear
 7. Where the premium is calculated on the statements and estimates furnished by the **INSURED** the **INSURED** shall keep an accurate record of all relevant particulars and shall allow the **COMPANY** to inspect such record at any reasonable time and shall within one month of the expiry of each Period of Insurance furnish to the **COMPANY** such information as the **COMPANY** requires for such expired period and the premium for such period shall thereupon be adjusted by the **COMPANY** and the difference be paid by or allowed to the **INSURED** as the case may be subject to any agreed minimum premium
 8. The **COMPANY** may cancel this Insurance by sending seven days notice by registered letter to the **INSURED** at his last known address and in such event the **INSURED** shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance
 9. The **INSURED** shall give the **COMPANY** immediate notice in writing of any alteration which materially affects this Insurance
 10. This Policy and any endorsements thereto shall be governed and construed in accordance with the laws of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and to comply with all the necessary requirements to give such courts jurisdiction
 11. If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any director or partner or anyone acting on the **INSURED's** behalf to obtain any benefit under this Policy then all benefits under this Policy will be forfeited
 12. The **INSURED** shall comply and continue to comply with all risk improvement requirements notified to and agreed to by or on behalf of the **INSURED**
 13. A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

ENDORSEMENTS – The following endorsements are operative if shown in the Policy Schedule

L1 - WORK AWAY EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from any work carried on away from the **INSURED**'s premises, other than that of collection and delivery or sales trips and exhibitions

L2- HEAT AWAY EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from any work carried on away from the **INSURED**'s premises involving the use application or intentional generation of any heat, naked flame or spark

L3- HEAT EXCLUSION

The Underwriters' shall not be liable under this insurance in respect of the use of heat other than by hand held blowlamps and/or soldering irons.

L4- SECOND HAND / USED PARTS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from supply use or fitting of any reconditioned or second hand parts unless purchased from the manufacturers of a proprietary United Kingdom make.

L5- BURNING AND WELDING WARRANTY

The **INSURED** hereby warrants that the following special precautions will be complied with on each occasion in relation to any work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment and that no work shall be carried out unless specifically authorized by the occupier of the premises and owner of the vehicle in or on which the work is to be undertaken

- (i) The area in which work is to be carried out is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat
- (ii) Wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection
- (iii) Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
- (iv) All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
- (v) Hot air guns are to be switched off when unattended and immediately after use
- (vi) All portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use
- (vii) A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
- (viii) Wherever practicable gas cylinders not in use are to be kept at least 15 metres from the point of work

(ix) A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work

L7 WELDING AWAY RESTRICTION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against Liability arising from any work involving the use, application or intentional generation of any heat naked flame or spark and carried on away from the **INSURED**'s premises unless such work is carried out in the open air

L8 BURNING OF DEBRIS WARRANTY

The **INSURED** hereby warrants that the following special precautions shall be complied with on each occasion of the burning of waste material of any description

- (a) No fire shall be lit within 20 metres of any building or structure or of any material which is combustible or susceptible to damage by heat or smoke
- (b) Suitable fire extinguishing appliances shall be kept available for immediate use at the point of work
- (c) Every fire will be attended and properly supervised when lit and for the period of not less than one hour after burning has been completed
- (d) No fire shall be lit unless permitted by local or national law or regulation

L9 BURNING OF DEBRIS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from the burning of waste materials of any description away from the **INSURED**'s premises

L13 SPRAY PAINTING EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from spray painting of any nature

L14 POWER CLEANING EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from any work involving sand blasting and/or power cleaning of any nature

L24 PLANT HIRE WARRANTY

The **INSURED** hereby warrants that all plant and or equipment hired out will be subject to the following conditions

- (a) All plant and/or equipment hired out will be subject to the current Contractors Plant Association or Scottish Plant Operators Association Conditions of hire unless otherwise agreed in writing by the **COMPANY**
- (b) All plant and/or equipment is maintained in a safe and sound condition and is examined by the **INSURED** prior to and at the end of each hiring and any defects rectified
- (C) All plant and/or equipment hired out without an operator will be accompanied with the necessary operating and/or safety instructions

L27 DOGS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from the use of any dog in connection with the **BUSINESS**

L28 DOGS WARRANTY

The **INSURED** hereby warrants that at all times during which any dog is used in connection with the **BUSINESS** it shall be kept under physical restraint and (if not adequately tethered or confined) under the control of a competent handler

L33 SKIP HIRE WARRANTY

The **INSURED** hereby warrants that they shall as a specific condition of the hiring out of any skip require the hirer to be responsible for

- (a) obtaining such local authority or other consent

(b) effecting and maintaining such lighting as may be required in respect of such skip when used or left on a road

L34 CIVIC AMENITY/WASTE TRANSFER SITES EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1,2 & 3 of this Insurance against liability arising from the ownership and/or operation of civic amenity and/or waste transfer sites other than sites for the **INSURED**'s own use only and which are secured against unauthorized access

L35 SKIP HIRE EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 & 3 of this Insurance against liability arising from skip hire and/or supply

L36 WASTE DISPOSAL WARRANTY

The **INSURED** hereby warrants that all waste material of any description shall be disposed of at a licensed tip and in accordance with the terms of such license

L37 – MEDICAL WASTE EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 & 3 of this Insurance against liability arising from any involvement with collection, storage, delivery, carriage or disposal of medical waste.

L38 LANDFILL SITES EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, & 2 of this Insurance against liability arising from the ownership and/or operation of landfill sites

L39 VEHICLE DISMANTLING EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from the dismantling any motor vehicle by third parties

L40 VEHICLE STACKING WARRANTY

The **INSURED** hereby warrants that not more than two vehicles shall be stacked together vertically in any one place

L41 VEHICLE STACKING EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections I & 2 of this Insurance against liability arising from the vertical stacking of vehicles

L46 - MOTORCYCLE COURIER EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections I, 2 & 3 of this Insurance against liability arising from the use of motorcycles

L47 – MANUAL WORKERS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections I, 2 & 3 of this Insurance against liability arising from manual work of any nature carried out by or on behalf of he **INSURED**

L50 - PROPRIETARY BRANDS WARRANTY

The **INSURED** hereby warrants that proprietary brand products only will be used and that these are used and stored in accordance with the manufacturer's instructions

L61 – ABUSE EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 of this Insurance against liability arising from abuse of any nature whether direct or indirect

L72 – EFFICACY EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 3 of this insurance against any liability arising from the failure (whether full or partial) of alarm satellite and navigation systems radio or car phone to perform the function for which they were intended

L75 HAZARDOUS PREMISES EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1 & 2 of this Insurance against liability arising from or in connection with:

- (a) towers steeples chimney shafts blast furnaces dams canals viaducts bridges or tunnels
- (b) aircraft airports ships docks piers wharves breakwaters or sea walls
- (c) collieries mines chemical works gas works oil refineries or power stations.
- (d) bulk oil petrol gas or chemical storage tanks or chambers

L76 – PUBLIC ACCESS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 & 3 of this Insurance against liability arising from members of the public being allowed access to any business premises owned or occupied by the Insured other than access to areas which have been specifically designed to cater safely for visiting members of the public.

L82 - AIRSIDE LIABILITY EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 and 3 of this Insurance against liability arising from any work in or on aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access

L86 - CARRIAGE OF HAZARDOUS GOODS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under this Insurance against liability arising from

- i) any vehicle carrying Explosives and Radioactive Materials as defined under The United Nations Model Regulations on the Transport of Dangerous Goods 14th revised edition (2005) Classifications 1 & 7 and any subsequent Acts and Regulations that apply
- ii) any vehicle carrying inflammable liquids or gases in road or container tankers

L90 - BONA FIDE SUB CONTRACTORS CONDITION

The **COMPANY** will not indemnify the **INSURED** under this Insurance in respect of any claim arising out of or in connection with work undertaken on behalf of the **INSURED** by bona fide independent contractors (not defined as an **EMPLOYEE** under this Insurance) unless at the time of engaging such contractors the **INSURED** obtains and retains a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- (a) an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees and
- (b) Public and Products Liability insurance suitable for the nature of the work undertaken on behalf of the **INSURED** and with a limit of indemnity not less than that applying to this Policy and containing an indemnity to principals clause

L97 – PERSONAL PROTECTIVE EQUIPMENT CONDITION

It is a condition precedent to liability under this Insurance that:-

1. all **EMPLOYEEES** are made aware of the dangers of not using personal protective equipment,
2. personal protective equipment is provided,

3. a register is maintained which demonstrates that **EMPLOYEES** have received appropriate training and are fully conversant with the way in which to access and use such personal protective equipment.

L108- RESTRICTED ACCESS WARRANTY

The **INSURED** hereby warrants that the following special precautions will be complied with on each occasion in relation to any third party visitor on any premises owned or operated by the **INSURED**

- (a) All visitors to be signed in and out by the **INSURED** including date and time record keeping
- (b) All visitors to be accompanied at all times by a competent person employed by the **INSURED**
- (c) The **INSURED** shall not permit any visitor to break up or remove any metals or other materials or vehicle including spare parts and accessories or use any equipment

L113- HAZARDOUS MATERIALS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 & 3 of this Insurance against liability arising from the use handling storage or carriage of any material or substance recognised as toxic or otherwise hazardous as defined by The Hazardous Waste (England and Wales) Regulations 2005 and any subsequent Regulations that apply

L117 – PETROL STATION EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Section 2 and 3 of this Insurance against liability arising from the operation of petrol pumps, service station forecourt, the underground tanks or any car wash facilities present on the site and the sale or supply of petrol.

L119 – RACE / RALLY TRACK EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 and 3 of this Insurance against liability arising from the use or driving of vehicles on any off-road track or private testing track or circuit.

L120 – MANUAL EMPLOYEE EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 and 3 of this Insurance against liability arising from any work other than clerical carried on in the course of the business.

L121 – ROAD TRAFFIC ACT EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 and 3 of this Insurance against liability arising from the use or driving of vehicles in any circumstances where the law requires insurance or security against liability to any third party.

L122 – TYRE FITTERS CONDITIONS

The **COMPANY** shall not indemnify the **INSURED** under Sections 1, 2 and 3 of this Insurance against liability arising from re-treading, re-cutting, or any process involving removal / adding rubber to tyres. Supply and or fitting of remoulded or second hand tyres or imported tyres, other than tyres imported other than through a specialist tyre wholesaler and approved for use in the UK

The Insured Warrants :

1. All wheels with a retaining or split rim should only be inflated whilst inside a wheel cage specifically designed to protect the operator when inflating such tyres.
Trainees must be supervised at all times by an experienced fitter / mechanic.

L140 EXPERIENCED OPERATORS WARRANTY

The **INSURED** hereby warrants that all people engaged in the operation of machinery will either be experienced in the operation of such machinery and where appropriate will hold the relevant certification or will be supervised at all times whilst operating such machinery by a person who is experienced and holds a current certificate (where applicable) to operate said machinery.

L141 RETRIEVAL OF PARTS EXCLUSION

The **COMPANY** shall not indemnify the **INSURED** under Sections 2 or 3 of this Insurance for any liability arising out of retrieval of parts and / or dismantling by members of the public.

CUSTOMER SERVICE INFORMATION

We aim to give our policyholders a high level of service at all times. If there are occasions when we do not meet your standards please contact us at the address shown below:

Faraday Reinsurance Co. Limited
5th Floor Corn Exchange
55 Mark Lane
London EC3R 7NE

The **COMPANY** will handle your complaint as follows:

We will acknowledge within five working days and advise you of the name and title of the person who is handling your complaint.

We will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint. If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

If we are unable to resolve your complaint within twenty working days we will write to you and explain why we have been unable to resolve the issue. We will also advise you when you can expect to receive our final response.

If you remain dissatisfied you have the option of contacting the Financial Ombudsman Service. Their address is:

South Quay Plaza
183 Marsh Wall
London E14 9SR
Tel: 0845 080 1800

Our response to your complaint will always provide you with a copy of the Financial Ombudsman Service explanatory leaflet.

Faraday Reinsurance Co. Limited is regulated by the Financial Services Authority (the 'FSA') whose address is:

The Financial Services Authority
25 The North Colonnade
Canary Wharf
London E14 5HS

IMPORTANT NOTE

Where the Coverholder deals with you through a retail agent in respect of any claims referred by you to the Coverholder the Coverholder acts as agent for Faraday Reinsurance Co Limited and not for you.

DATA PROTECTION

The defined terms used in this section shall have the meaning given to those terms in the Data Protection Act 1998 (as may be amended from time to time).

In the course of providing insurance services to the **INSURED**, the **COMPANY** may have access to Personal Data. The **INSURED** warrants that it shall have obtained all necessary authorisations and approvals from Data Subjects prior to disclosing any Personal Data to the **COMPANY** (whether such disclosure is made directly by the **INSURED** to the **COMPANY** or indirectly by the **INSURED** to any agent acting on behalf of the **INSURED** or the **COMPANY**). The **COMPANY** shall be the Data Controller of any Personal Data provided to it.

The **COMPANY** undertakes that it shall only use any Personal Data provided to it for the purposes of performing its services in connection with its contract of insurance with the **INSURED**. This will include the processes of underwriting, administration and claims assessment as well as any necessary services ancillary thereto.

The **COMPANY** will hold all Personal Data provided to it securely and shall limit access to such Personal Data to those who have a need to see it. The **INSURED** hereby consents to the **COMPANY** sharing any Personal Data provided to it with its group companies, agents, reinsurers, claims handlers, loss adjusters, medical professionals and other professional advisors, healthcare management companies and any other necessary service providers with whom the **COMPANY** contracts in connection with the contract of insurance between the **INSURED** and the **COMPANY**

The **INSURED** acknowledges that the **COMPANY** may be required as a matter of law or regulation to disclose Personal Data provided to it to a Court of law or regulatory body such as the Financial Services Authority or any other public body or authority of competent jurisdiction and the insured hereby consents to any such disclosure.

The **INSURED** acknowledges that the insurance industry maintains certain registers for the purposes of fraud prevention and hereby consents to the **COMPANY** sharing Personal Data provided to it with fraud prevention agencies and other insurance companies for the purposes of fraud prevention and to validate your claims history.