



Mitsui Sumitomo Insurance

**Employers' Liability
Policy of Insurance**

EMPLOYERS' LIABILITY

POLICY OF INSURANCE

MSI Corporate Capital Limited as the Underwriting Member of MIT Syndicate 3210 at Lloyd's hereinafter referred to as 'the Underwriter' in consideration of the payment to it by or on behalf of the Assured of the Premium specified in the Schedule to insure against loss including but not limited to associated expenses specified herein to the extent and in the manner provided in this Policy

Alterations in the insurance required after the issue of the Policy and the Schedule will be confirmed by endorsement or a revised Schedule issued in substitution for the original Schedule

The Underwriters and the Assured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any 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

The Proposal or any information supplied by the Assured shall be incorporated in and form part of this Policy

The Underwriters will provide the insurance described in this Policy subject to its terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Assured shall pay and the Underwriters shall agree to accept the premium

Signed



Authorised Underwriter on behalf of MIT Syndicate 3210 at Lloyd's

DEFINITIONS

1 Employee

Employee shall mean

- any person under a contract of service or apprenticeship with the Assured
- any labour master or labour only sub-contractor or persons supplied by them
- self employed persons engaged by the Assured
- persons engaged under work experience training study or similar schemes
- any person hired to borrowed by or supplied to the Assured from any other employer
- persons on secondment to the Assured from the Assured's parent subsidiary or associated companies outside Great Britain Northern Ireland the Channel Islands and the Isle of Man
- voluntary workers for the Assured
- outworkers and home workers for the Assured
- any prospective employee who is being assessed by the Assured as to his or her suitability for employment

2 Assured

Assured shall mean

- the named Assured in the Schedule to this Policy
- legal or personal representatives of the Assured in respect of legal liability incurred by the Assured

Indemnity shall also be provided to the following parties but only at the request of the Assured

- any director or partner of the Assured
- any Employee
- the officers members committee and voluntary helpers of the Assured's canteen and welfare organisations
- the officers of the Assured's security rescue first aid fire and ambulance services in their respective capacities as such
- the officers members committee voluntary helpers and guests of the Assured's sports and social organisations in their respective capacities as such
- any director or partner or executive of the Assured in respect of private work undertaken by any Employee for a director partner or executive of the Assured
- the officers or members of the Assured's medical organisation other than any doctor surgeon or dentist while working in a professional capacity

always provided such parties requiring indemnity shall observe fulfill and be subject to the terms Conditions Exclusions Extensions and Endorsements of this Policy in so far as they can apply

3 Business

Business shall mean

The business of the Assured as advised to the Underwriters at the inception of the Policy and prior to any subsequent renewal which shall include

- engagement of subcontractors for performance of work on behalf of the Assured
- organisation of and participation in exhibitions trade fairs conferences and the like
- property owners lessors and lessees including repair refurbishment and maintenance of such property
- provision and management of canteen social sports welfare medical facilities fire first aid rescue and ambulance services principally in connection with but not limited to the operations of the Assured
- provision of nursery crèche or child or baby care facilities where incidental to the Business
- private work undertaken by any Employee for any director or partner or executive of the Assured
- security organisations for the benefit of the Assured
- the organisation or sponsorship of charitable events or similar fund raising activities
- sponsorship of events organisations entities and individuals
- repair maintenance and servicing of own mechanically propelled vehicles
- sale or disposal of own property and goods including owned mechanically propelled vehicles
- provision of gifts and promotional material incidental to the Business

4 Territorial Limits

The Territorial Limits are:

Great Britain Northern Ireland the Isle of Man the Channel Islands

The Territorial Limits also include elsewhere in the world but only in respect of temporary visits to such territories by Employees of the Assured in the course of the Business

The Territorial Limits may also extend to offshore installations in territorial waters around Great Britain and its Continental Shelf where a Limit of Indemnity is specified in the Schedule

5 Offshore

Offshore shall mean embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel.

6 Deductible

Deductible means the amount that the Assured agrees to pay before which the Underwriters shall be liable to make any payment and such amount shall be inclusive of all costs and expenses as specified in Indemnity Clauses 1b) and 2 herein

The full Limit of Indemnity as stated in the Policy Schedule will apply over and above the Deductible subject otherwise and always to the Policy terms Conditions and Exclusions as stated herein or hereon

In the event of the Underwriters being required to indemnify the Assured under the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Ireland the Isle of Man the Channel Islands including temporary visits elsewhere in respect of any Deductible under this Policy the Assured shall 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

Under no circumstances will the liability of the Underwriters exceed the Limit of Indemnity as stated in the Schedule to this Policy

7 Occurrence

Occurrence shall mean an accident or event including continuous or repeated injurious exposure to conditions during the Period of Insurance which result in the death of or bodily injury illness or disease sustained by any Employee

8 Terrorism

Terrorism shall mean an act including but not limited to the use of force or violence and/or the threat 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) 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

EMPLOYERS LIABILITY

The Underwriters will subject to the terms conditions and limitations contained in this Policy indemnify the Assured up to the Limit of Indemnity stated in the Schedule

- 1 for all sums that the Assured shall become legally liable to pay:
 - a) in respect of death bodily injury illness or disease sustained by any Employee of the Assured arising out of and in the course of employment with the Assured caused during the Period of Insurance in connection with the Business within the Territorial Limits; and
 - b) in respect of claimants costs and expenses in connection therewith
- 2 in respect of
 - a) the Assureds costs of legal representation at
 - i) any coroners inquest or inquiry in respect of any death
 - ii) proceedings in any court arising out of any alleged breach of statutory duty resulting in any liability or potential liability under this policywhich may be the subject of indemnity under this Policy
 - b) all other costs and expenses in relation to any matter which may form the subject of a claim for indemnity under 1 a) above

incurred with the prior written consent of the Underwriter

For the avoidance of doubt all costs and expenses as specified in Clauses 1 b) and 2 above will be inclusive within the Limit of Indemnity as stated in the Schedule unless otherwise stated herein

Provided that in respect of any one Occurrence

- A the total amount payable under this Policy (including all Extensions and Memoranda except where otherwise provided) in respect of all damages costs and expenses shall not exceed the Limit of Indemnity
- B the total amount payable under this Policy in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will be only two parties to the contract of insurance namely the Underwriter and the first named Assured

EXCLUSIONS

The Underwriters will not provide indemnity

- 1 for legal liability directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereofwhere such legal liability is
 - i) that of any principal
 - ii) accepted under agreement and would not have attached in the absence of such agreement

- 2 for any legal liability where the Assured is required to arrange compulsory motor insurance or security in accordance with road traffic act legislation in respect of death of or bodily injury illness or disease to any Employee of the Assured happening during any Period of Insurance in connection with the Business within the Territorial Limits

EXTENSIONS

Subject otherwise to the terms Conditions and Exclusions of this Policy in so far as they can apply the Underwriters will provide indemnity in respect of the following extensions:

1 Health and Safety at Work etc. Act 1974

Except as may otherwise be subject to indemnity under any other provision of this Policy the Underwriters will indemnify the Assured and at the request of the Assured any director partner or Employee of the Assured in respect of legal fees and expenses incurred and any prosecution costs awarded in respect of: -

- a) the defence of any criminal proceedings brought against the Assured or director or partner or Employee of the Assured for an offence occurring during the Period of Insurance under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar or amending legislation including any offence of manslaughter arising from the Business relating to matters affecting the safety health and welfare of Employees of the Assured
- b) an appeal against a conviction arising from such proceeding

but this extension of indemnity shall not apply

- i) to the payment of fines and penalties arising in respect of such proceedings or appeal
- ii) in circumstances where the Assured or any director or partner or Employee of the Assured have indemnity for such liability under any other policy

All legal fees and expenses incurred and prosecution costs awarded are in addition to the Limit of Indemnity as stated in the Schedule to this Policy

2 Compensation for Court Attendance

In the event of any director or partner of the Assured or Employee attending court as a witness at the request of the Underwriters in connection with a claim in respect of which indemnity is provided herein the Underwriters shall provide compensation to the Assured at the following rates per day for each day on which attendance is required

- | | |
|---|------|
| a) Any director or partner of the Assured | £500 |
| b) Any other Employee | £250 |

Such compensatory amounts are in addition to the Limit of Indemnity as stated in the Schedule to this Policy

3 Unsatisfied Court Judgments

In the event of a

- a) judgment for damages being obtained against any company or individual operating from premises within Great Britain Northern Ireland the Isle of Man or the Channel Islands in any court situated in the aforesaid territories by any Employee or the personal representative of any Employee in respect of the death bodily injury illness or disease of the Employee caused during any Period of Insurance and arising out of and in the course of employment by the Assured in the Business; and
- b) remaining unsatisfied in whole or in part six months after the date of such judgment

subject to the Limit of Indemnity as stated in the Schedule to this Policy the Underwriters will pay to the Employee or the personal representatives of the Employee at the request of the Assured the amount of any such damages and any awarded costs to the extent that they remain unsatisfied

Provided always that

- i) there is no appeal outstanding against such judgment
- ii) if any payment is made under the terms of this extension the Employee or the personal representatives of the Employee shall assign the judgment to the Underwriters

4 Indemnity to Principal

To the extent that any contract or agreement entered into by the Assured with any Principal so requires the Underwriters will subject to the Limit of Indemnity as stated in the Schedule

- a) indemnify the Assured against liability assumed by the Assured
- b) indemnify the Principal in like manner to the Assured in respect of the liability of the Principal

arising out of the performance by the Assured of such contract or agreement

Provided always that

- i) the conduct and control of claims is vested in the Underwriters
- ii) the Principal shall observe fulfil and be subject to the terms Exclusions Conditions Extensions and Endorsements of this Policy
- iii) indemnity shall not apply to liability in respect of liquidated damages or to liability under any penalty clause

Indemnity to any Principal shall only apply in respect of liability for which the Assured named in the Policy Schedule would have been entitled to indemnity herein if the claim had been made directly against the Assured

For purposes of this Extension the term Principal shall include but shall not be limited to any partner co-venturer subsidiary or affiliated or parent company to the Principal but only to the extent that the contract between the Principal and the Assured requires these additional parties to be indemnified in a like manner to the Assured

CONDITIONS

1 The due observance of the terms, provisions, conditions and endorsements of the Policy by the Assured in so far as they relate to anything to be done or complied with by the Assured and the truth of statements and answers and information supplied on or in connection with the Assureds proposal shall be a condition precedent to any liability of the Underwriter to make any payment under this Policy except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to any Employee

2 The Assured shall give written notice to the Underwriters as soon as reasonably practicable with full particulars of any claim or circumstances which may give rise to a claim under this Policy

Every letter claim writ summons and process in connection with such circumstances shall be forwarded to the Underwriters immediately on receipt

Written notice shall also be given by the Assured to the Underwriters immediately the Assured shall have knowledge of any prosecution inquest or inquiry in connection with any circumstances which may give rise to liability under this Policy

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Assured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of the Assured for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

The Assured shall give all assistance as the Underwriters may reasonably require

3 If at the time of any claim there is or but for the existence of this Policy there would be any other insurance covering the same legal liability the Indemnity under this Policy will not apply in respect of any amount beyond that which would have been payable under such other insurance had this Policy not been effected

4 the Underwriters may at any time make a payment to or on behalf of the Assured of the maximum sum payable under the Policy in respect of any one Occurrence (or the balance thereof should any payments have already been made in respect of claims arising out of the same Occurrence together with the amount of any legal costs incurred prior to the time of such payments) or any lesser amount for which at the absolute discretion of the Underwriters the claims arising out of such Occurrence can be settled. The Underwriters will then have no further liability arising out of or in connection with such Occurrences

If the sum payable in respect of any claim or claims occurring in connection with or arising out of any one Occurrence exceeds the Limit of Indemnity stated in the Schedule to this Policy the Assured shall pay the excess over such Limit of Indemnity.

- 5 The Assured shall provide to the Underwriters
 - a) all information and facts that may affect the risks insured by this Policy
 - and
 - b) any other information that the Underwriters may reasonably require
- 6 Where the premium is provisionally based on the Assureds estimates the Assured shall keep accurate records and no later than 3 months after expiry of the Period of Insurance declare such details as the Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Assured as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to employees the required declaration shall also include remuneration to persons by the Assured to perform a contract constituting the provision of labour only
- 7 Any phrase or word in this Policy and the Schedule will be interpreted in accordance with the law of England. The Policy and the Schedule 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 Policy or the Schedule shall bear such specific meaning wherever it may appear
- 8 The Underwriters may cancel this Policy by giving thirty days notice (but ten days' notice in the event of non-payment of premium) in writing of such cancellation to the Assureds last known address and in such event the Assured shall become entitled to a rebate equal to the proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance but subject always to Condition 6 herein
- 9 The Assured may cancel this Policy by giving thirty days notice in writing of such cancellation to the Underwriter's last known address and in such event the Assured shall become entitled to a rebate equal to the proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance but subject always to Condition 6 herein.

Employers' Liability Policy

Memorandum Number 001

Deductible

It is hereby noted and agreed that the Deductible under this policy will be GBP 25,000.

Signed:

A handwritten signature in black ink, appearing to read "D.A. Jones". The signature is written in a cursive style with a large, stylized initial "D".

COMPLAINTS PROCEDURE

If you have any questions or concerns about your policy or the handling of a claim you should in the first instance contact your broker or agent.

We are dedicated to providing clients with a high quality service and we want to ensure that this is maintained at all times. If you feel that we have not offered you a first class service, please write to us and tell us and we will do our best to resolve the problem.

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 Complaints Department at Lloyd's.

Their address is:
Lloyd's Complaints Department
Lloyd's
One Lime Street
EC3M 7HA
Tel: 020 7327 5693
Fax : 020 7327 5225
E-mail : complaints@loyds.com

If you remain dissatisfied after Lloyd's Complaints Department has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

Their address is:
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9ST