NEWLINE GROUP

1 Fen Court
London
EC3M 5BN

COMBINED UK EMPLOYERS', PUBLIC AND PRODUCTS LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE

In consideration of the payment of the premium by the **Policyholder** the **Underwriters** shall, subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**, provide the insurance detailed in this **Policy**.

Date: 23 June 2026

Signed:
Authorised Signatory

For and on behalf of Newline Insurance Company Limited

Important Notice to the Policyholder

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, conditions, limitations, exclusions and any endorsement(s).
The insurance broker or other intermediary who arranged this Policy should be contacted immediately if any correction is necessary.
Your attention is particularly drawn to the notice that appears on page 26.

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SCHEDULE

Policy No:	**NID26048478A/B/C**
Underwriters:	Newline Insurance Company Limited
Policyholder:	Rail Signalling and Power Ltd
Address of Policyholder:	17 Moorlands Lane, Saltash, Cornwall, PL12 4HJ
Business:	Specialist design, build, assembly, manufacturer and supplier of plant housing, components and equipment for signalling, electrification and power housings and associated products for the Rail, Power, Construction, and Industrial Engineering sectors
Period of Insurance:	From: 7 June 2026) both days inclusive, local standard time To: 6 June 2027) at the address of the **Policyholder**

Section	**Limits of Liability**	
1. UK Employers' Liability	GBP 10,000,000	any one **Occurrence** (inclusive of **Legal Costs**) but sub-limited to GBP 5,000,000 in respect of terrorism and/or **Asbestos** and/or offshore and/or COVID-19
2. Public Liability	GBP 10,000,000	any one **Occurrence** (**Legal Costs** in addition)
3. **Products' Liability**	GBP 10,000,000 GBP 10,000,000	any one **Occurrence** in the aggregate (**Legal Costs** in addition)
4. **Professional Indemnity**	GBP 5,000,000	any one **Claim** (inclusive of **Legal Costs)**

Unless stated otherwise, the **Limits of Liability** are inclusive of the **Deductible**, interest and claimants' costs and expenses. The **Limit of Liability** for Section 1 (UK Employers' Liability) and Section 4 (Professional Indemnity) is inclusive of **Legal Costs**.

Premium: GBP 32,950.00 (Minimum and Deposit, except Section 4) adjustable in accordance with General Condition (14) plus 12% Insurance Premium Tax, split as follows:

Section 1: GBP 4,200.00 (Minimum and Deposit) adjustable at 0.30% on Clerical wages, 0.60% on Technical Professional wages and 1.25% on Manual/Labour Supply Non-Standard wages plus 12% Insurance Premium Tax

Section 2 & 3: GBP 9,750.00 (Minimum and Deposit) adjustable at 0.65% on Turnover plus 12% Insurance Premium Tax

Section 4: GBP 19,000.00 in Full plus 12% Insurance Premium Tax

Deductible:

Section 2 & 3:	GBP 1,500	Each and every **Claim** (inclusive of **Legal Costs**)
Section 4:	GBP 2,500	Each and every **Claim** (inclusive of **Legal Costs**)

Policy Territory:

(1) in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

(2) in respect of Section 1, elsewhere in the world where any **Person Employed** is on a temporary visit, provided that:

(i) such **Person Employed** is normally resident in the territories within (1) above;

(ii) the action for damages is brought against the **Policyholder** in a court of law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

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(3) in respect of Sections 2, 3 and 4 anywhere in the world in respect of liability arising from:

(i) the **Products** sold, supplied or distributed by the **Insured** from any premises within (1) above;

(ii) **Business** visits by **Persons Employed** ordinarily resident in any of the territories specified in (1) above.

Governing Law and Jurisdiction of the Policy: English Law and the Exclusive Jurisdiction of the Courts of England and Wales

Retroactive Date:

Section 4:

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GENERAL DEFINITIONS

Act of 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.

Asbestos shall mean that mineral in any form including, but not limited to, fibres or dust.

Asbestos Hazard shall mean:

(a) an actual exposure or threat of exposure to **Asbestos** or the harmful properties of **Asbestos**; or

(b) the presence of **Asbestos** in any place whether or not within a building or structure.

Bodily Injury shall mean accidental physical or mental injury, sickness or disease to, or death of, a person.

Business shall mean the business of the **Policyholder** described in any proposal and referred to in the **Schedule**, and shall include:

(a) ownership, repair, maintenance and decoration of the **Policyholder's** own property and premises occupied by the **Policyholder**;

(b) provision and management of canteen, social, sports, educational and welfare organisations for the benefit of any **Person Employed** and first aid, fire, security and ambulance services;

(c) participation by the **Insured** in exhibitions anywhere in the world;

(d) private work undertaken by any **Person Employed** for any director, business partner or **Employee** of the **Policyholder** with the prior written consent of the **Policyholder**.

Claim shall mean a written demand for, or a written assertion of a right to, compensation, money, services, relief or redress in respect of any liability insured by this **Policy** made against and notified to any **Insured**. The date of the first written demand to any **Insured** shall represent the date that the **Claim** is first made against the **Insured**.

Condition Precedent shall mean a condition to any payment or indemnification under this **Policy**, any breach or non-observance of which shall mean no payment or indemnity will be provided under this **Policy**.

Cross Liabilities shall mean any liability of any one or more **Insured** to any other **Insured(s)**.

Cyber Act shall mean any:

(a) unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**; or

(b) hacking, cyber attack, virus, worm, spyware, trojan horse, phishing, malicious computer programme or malicious code.

Cyber Incident shall mean any:

(a) error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**;

(b) errors in creating, amending, entering, deleting or using **Data**;

(c) partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**;

(d) damage to or loss, destruction, erasure, corruption or alteration of **Data** on any **Computer System**;

(e) inability, delay or failure to receive, send, access, permit access or use **Data**; or

(f) unauthorised access to or disclosure of any personal or corporate information.

Computer System shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the **Insured** or any other party.

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Data shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Deductible shall mean the sum specified as such in the **Schedule** that the **Insured** shall pay before the **Underwriters** shall be liable to make any payment. **Legal Costs** and other costs and expenses shall be subject to the **Deductible**.

Documents shall mean deeds, wills, agreements, maps, plans, records, books, letters, policies, forms, computer programmes or information stored, written or punched into card or tape or magnetic discs or taped or any other data media and documents of any nature whatsoever, whether written, printed or reproduced by any other method. **Documents** shall not mean or include money, cheques, travellers' cheques, registered cheques, postal or money orders, bullion, negotiable or non–negotiable instruments, stamps, bonds, stock, shares, coupons, bank notes and currency.

Employee shall mean a person under a contract of service or apprenticeship with the **Policyholder.**

Insured shall mean the **Policyholder** and shall also include:

(a) any director or business partner of the **Policyholder**, but only whilst acting in their respective capacities for the **Policyholder**;

(b) any **Person Employed**,

but, in each case, only in respect of legal liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the claim for which indemnity is sought had been made against the **Policyholder**. In addition the **Insured** shall also include:

(c) the officers, committees and members of the **Policyholder's** canteen, social, sports, educational and welfare organisations and first aid, fire, security and ambulance services in their respective capacities as such;

(d) any director, business partner or **Employee** of the **Policyholder** in respect of private work undertaken by any **Person Employed** for such director, business partner or **Employee** with the prior written consent of the **Policyholder**.

Each **Insured** shall, as if he were the **Policyholder**, be subject to the terms, conditions, limitations, exclusions and any endorsement(s) of this **Policy**.

Legal Costs shall mean:

(a) costs of legal representation at:

(i) any coroner's inquest (or, in Scotland, any Fatal Accident Inquiry) in respect of any death;

(ii) proceedings in any court arising from any alleged breach of statutory duty resulting in any **Occurrence**;

(b) all other costs and expenses reasonably and necessarily incurred in the investigation, adjustment, defence, negotiation or appeal of any **Claim** or in relation to any **Occurrence** which may form the subject of a claim for indemnity under this **Policy** (including costs of representing the **Insured** in civil proceedings); and

(c) legal costs and legal expenses reasonably and necessarily incurred in the defence of a **Claim** which is indemnified under this **Policy**,

provided, in each case, that such costs and expenses are incurred with the prior written consent of the **Underwriters**. **Legal Costs** shall not mean or include any business, internal or overhead expenses of the **Insured**, including any wages, salaries, commission, expenses, benefits, bonuses or other remuneration, or the cost of the **Insured's** time.

Limit of Liability shall mean the monetary limit of the **Underwriters'** liability as stated in the **Schedule**, which shall not be increased by any circumstance other than a written endorsement signed by the **Underwriters**.

Occurrence shall mean an event (including, but not limited to, continuous or repeated exposures to the same conditions or substance). All such exposure to substantially the same conditions or substance shall be deemed to be one **Occurrence**.

Other Contingencies shall mean accidental nuisance, accidental trespass or accidental interference with any easement, right of air, light, water or way.

Period of Insurance shall mean the period from the inception to the expiration of this **Policy** as stated in the **Schedule** or its earlier termination date, if any.

Person Employed shall mean any:

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(a) **Employee** of the **Policyholder**;

(b) labour master or person supplied by a labour master;

(c) person employed by labour only sub-contractors;

(d) self-employed person;

(e) person hired or borrowed by the **Policyholder**;

(f) person undertaking study or work experience;

(g) person supplied under any Youth Training or similar government scheme;

(h) volunteers,

in each case, while such person is working for the **Policyholder** in connection with the **Business**.

Placed Personnel shall mean any person placed by the **Insured** with a client with whom the **Policyholder** has entered into a written contract in return for fees or remuneration in connection with the **Business** (irrespective of any intermediary through which they undertake work or their employment status) except any **Person Employed**.

Policy shall mean collectively:

(a) this document, including its terms, conditions, limitations, exclusions and all other provisions;

(b) the **Schedule**;

(c) any endorsement(s);

(d) any proposal form(s); and

(e) all other information provided by or on behalf of the **Policyholder** in connection with this insurance.

Policyholder shall mean the person or entity identified as such in the **Schedule**.

Policy Territory shall mean the territory specified as such in the **Schedule**.

Pollution or Contamination shall mean:

(a) any pollution or contamination of buildings or other structures or of water, land or the atmosphere; and / or

(b) any loss, damage or injury directly or indirectly caused by such pollution or contamination.

Products shall mean any goods or products, including labelling and instructions, made, sold, handled or distributed by or for the **Insured** in connection with the **Business** after the **Insured** has relinquished possession of such goods or products.

Professional Services shall mean those services performed by the **Insured** under the direction and control of a **Properly Qualified Person**, provided that those services are limited to one or more of the following:

(a) design or specification (including drafting);

(b) supervision of construction works;

(c) feasibility studies for construction works;

(d) calculation or provision of technical information;

(e) consult and advice of a technical nature;

(f) surveying (including quantity surveying);

(g) testing and commissioning;

(h) project management for a fee;

(i) construction management for a fee;

(j) training in relation to any of the above.

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Properly Qualified Person shall mean a person having a recognised professional qualification as an architect, engineer or surveyor in relation to the services in respect of which indemnity is claimed

Property Damage shall mean accidental physical damage to, loss of or destruction of material property of a third party. It shall not include loss of computer data.

Retroactive Date shall mean the date specified as such in the **Schedule**.

Schedule shall mean the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

Underwriters shall mean certain underwriters, as stated in the **Schedule**.

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GENERAL EXTENSIONS

Unless stated otherwise, the following extensions are subject to the terms, conditions, **Limits of Liability** and exclusions of this **Policy**.

(1) HEALTH AND SAFETY AT WORK DEFENCE COSTS

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or any **Person Employed** in respect of legal costs and expenses incurred with the **Underwriters'** prior written consent in the defence of any criminal proceedings brought in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, provided that:

(a) the proceedings relate to:

(i) the health, safety and welfare of any **Person Employed**; and

(ii) an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**;

(b) the **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or business partner of the **Policyholder** or **Person Employed** under this extension in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

(i) any fines or penalties of any kind;

(ii) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or **Person Employed** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**;

(iii) any proceedings consequent upon any deliberate act or omission.

(2) CONSUMER PROTECTION ACT AND FOOD SAFETY ACTS LEGAL DEFENCE COSTS

The **Underwriters** shall indemnify the **Policyholder** and, at the written request of the **Policyholder**, any director or business partner of the **Policyholder** or any **Person Employed** in respect of legal costs and expenses incurred with the **Underwriters'** prior written consent in the defence of any criminal proceedings brought in respect of a breach of Part II of the Consumer Protection Act 1987 or Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990 (each as may be amended from time to time) or in an appeal against conviction arising from such proceedings, 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 **Underwriters** shall not be liable to indemnify the **Policyholder** or any director or any business partner of the **Policyholder** or any **Person Employed** under this extension in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

(i) any fines or penalties of any kind;

(ii) any liability for which the **Policyholder** or any director or business partner of the **Policyholder** or **Person Employed** is entitled to indemnity under any other insurance or would be so entitled, but for the existence of this **Policy**;

(iii) in respect of proceedings consequent upon any deliberate act or omission.

(3) OVERSEAS PERSONAL LIABILITY

The **Underwriters** shall indemnify the **Insured** and any director, business partner or **Employee** of the **Insured**, against:

(1) legal liability incurred in a personal capacity for damages in respect of **Bodily Injury**, **Property Damage** or **Other Contingencies** caused by an **Occurrence** happening during the **Period of Insurance** where such liability is incurred in a personal capacity while the **Insured** or, if applicable, the director, business partner or **Employee** of the **Insured**, is temporarily outside the **Policy Territory** in connection with the **Business**;

(2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;

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(3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above.

The **Underwriters** shall not be liable to indemnify the **Insured**, or any director, business partner or **Employee** of the **Insured**, under this extension in respect of any liability, claim, loss, costs or expenses arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(a) any ownership or occupation of land or buildings.

(b) any liability for which the **Insured**, or any director, business partner or **Employee** of the **Insured**, is entitled to indemnity under any other insurance, or would be so entitled but for the existence of this **Policy**.

(4) **COURT ATTENDANCE COSTS**

The **Underwriters** shall indemnify the **Policyholder** against costs and expenses incurred in attending any court proceedings concerning any claim or liability in respect of which the **Policyholder** is entitled to indemnity under this **Policy**. This extension shall be subject to a sub-limit of GBP 500 in respect of all proceedings arising out of any one claim or any one series of claims attributable to one source or original cause, which sum shall be part of and not in addition to the **Limit of Indemnity**.

(5) **INDEMNITY TO PRINCIPAL**

In so far as is necessary to meet the requirements of any contract or agreement entered into by the **Policyholder** with any principal the **Underwriters** will, at the written request of the **Policyholder**, treat that principal as though he were also an **Insured**, but only in respect of any liability (as provided for herein) arising out of the performance of such contract by the **Policyholder** in connection with the **Business**, and provided that the principal shall observe, fulfil and be subject to the terms of this **Policy** in so far as they apply.

(6) **CLAIMS ALLOCATION AND HANDLING AGREEMENT (CAHA) EXTENSION**

The Underwriters agree that wherever the Insured has entered into terms of business which are subject to the rail industry terms of the Claims Allocation and Handling Agreement (CAHA) cover is extended to meet the requirements of the Agreement. (CAHA)

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SECTION 1 - UK EMPLOYERS' LIABILITY

(INCLUSIVE OF LEGAL COSTS)

"OCCURRENCE" BASIS

COVER

General Exclusions (1) to (25) shall not apply to this Section 1 of the **Policy**.

The **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

(1) legal liability for damages in respect of a **Claim** for **Bodily Injury** to a **Person Employed** or **Bodily Injury** to **Placed Personnel** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in the course of employment by the **Insured** in connection with the **Business**;

(2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;

(3) **Legal Costs** arising from a claim for which there is cover under paragraph (1) above.

LIMIT OF LIABILITY

Regardless of the number of: (i) persons or entities insured under this **Policy**; (ii) persons claiming damages for **Bodily Injury**; and (iii) **Claims** made on account of **Bodily Injury**, the limit of the **Underwriters'** total liability to indemnify the **Insured** for damages, claimants' costs and expenses and **Legal Costs** under paragraphs (1), (2) and (3) above in respect of any one **Occurrence** shall not exceed the **Limit of Liability** for this Section 1.

For the purposes of this Section 1, **Legal Costs** are included within the **Limit of Liability**.

COMPULSORY INSURANCE CLAUSE

The indemnity granted under this Section 1 is deemed to be in accordance with the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers' Liability (Compulsory Insurance) Regulations 1998 (each as may be amended from time to time), but the **Insured** shall repay to the **Underwriters** all sums paid by the **Underwriters** which the **Underwriters** would not have been liable to pay but for the provision of such law.

EMPLOYERS' LIABILITY TRACING OFFICE NOTICE

Certain information relating to this **Policy**, namely:

(1) the policy number(s);

(2) the **Insureds'** names and addresses (including subsidiaries and any relevant change(s) of name(s));

(3) the **Period of Insurance**; and

(4) if relevant, the employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers,

will be provided to the Employers' Liability Tracing Office (the "ELTO") and added to the Employers' Liability Database (the "ELD").

It is understood by the **Policyholder** that the above information provided to the **Underwriters** will be processed by the **Underwriters** for the purposes of provision to the ELD in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising in the course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

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EXTENSIONS TO SECTION 1

Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limits of Liability** for this Section 1 and exclusions of this **Policy**.

(1) **UNSATISFIED COURT JUDGMENTS EXTENSION**

In the event that:

(a) a court in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man makes an award of damages to a **Person Employed** (or to his personal representative on his behalf) in respect of **Bodily Injury** to that **Person Employed** happening during the **Period of Insurance** and in the course of his employment with the **Policyholder**; and

(b) that award remains unsatisfied in whole or in part six months after the date of the award,

the **Underwriters** shall, at the written request of the **Policyholder**, pay to such **Person Employed** the amount of any damages and any awarded costs, to the extent that those remain unsatisfied, provided:

(i) the award was made against a company or individual operating within premises in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

(ii) there is no appeal outstanding;

(iii) if any payment is made under the terms of this extension, the **Person Employed** or the personal representative of the **Person Employed** shall assign any such damages and any awarded costs to the **Underwriters**;

(iv) any payment made by the **Underwriters** shall be only in respect of liability for which the **Policyholder** would have been entitled to indemnity under this **Policy** if the judgment had been made against the **Policyholder**.

ADDITIONAL EXCLUSIONS TO SECTION 1

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 1 in respect of any liability, claim, loss, costs or expenses costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(1) any **Bodily Injury** to any **Person Employed** or **Bodily Injury** to any **Placed Personnel** caused whilst working offshore or whilst travelling to or from any offshore installation. This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one **Occurrence**.

(2) any **Person Employed** or **Placed Personnel**:

(a) being carried in or upon any vehicle;

(b) entering, getting on to or alighting from a vehicle,

in circumstances where any road traffic legislation requires insurance or security.

(3) any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.

(4) any workers' compensation, unemployment compensation or disability benefits law or under any similar law.

(5) any **Asbestos** or any materials containing **Asbestos**. This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the **Insured** in respect of any one **Occurrence**.

(6) any:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

(b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

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where such liability or loss is:

(i) that of any principal;

(ii) accepted under contract or agreement and would not have attached in the absence of such contract or agreement.

(7) any:

(a) coronavirus disease (COVID-19);

(b) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

(c) mutant, derivative or variation of COVID-19 or SARS-CoV-2;

(d) fear or threat, whether actual or perceived, of (a), (b) or (c) above;

(e) action taken to control, prevent, suppress, mitigate or in any way relating to any of (a), (b) or (c) above.

This exclusion shall not apply to the first GBP 5,000,000 (five million pounds) of the liability of the Insured in respect of any one claim or series of claims arising from one **Occurrence**.

(8) any:

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government, public or local authority or civil commotion assuming the proportion of or amounting to an uprising;

(b) **Act of Terrorism**; or

(c) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) above.

If the **Underwriters** allege that by reason of this exclusion any loss, damage, **Bodily Injury**, cost or expense is not covered by this **Policy**, the burden of proving the contrary shall be upon the **Insured**. This exclusion shall not apply to the first GBP 5,000,000 of the liability of the **Insured** in respect of any one **Occurrence**.

(9) any fines, penalties, punitive damages, aggravated damages, liquidated damages or exemplary damages.

(10) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.

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SECTION 2 - PUBLIC LIABILITY

(LEGAL COSTS IN ADDITION)

"OCCURRENCE" BASIS

COVER

The **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

(1) legal liability for damages in respect of **Bodily Injury**, **Property Damage** or **Other Contingencies** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business**;

(2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;

(3) **Legal Costs** arising from a claim for which there is cover under paragraph (1) above.

LIMIT OF LIABILITY

Regardless of the number of: (1) persons or entities insured under this **Policy**; (2) persons or entities claiming damages for **Bodily Injury**, **Property Damage** or **Other Contingencies**; and (3) **Claims** made on account of **Bodily Injury**, **Property Damage** or **Other Contingencies**, the liability of the **Underwriters** shall be limited as follows:

(a) the limit of the **Underwriters'** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above in respect of any one **Occurrence** shall not exceed the **Limit of Liability** for this Section 2.

(b) for the purpose of applying the **Limit of Liability** for this Section 2, any series of **Occurrences** attributable to one source or original cause shall be deemed to be one **Occurrence**.

(c) for the purpose of applying the **Limit of Liability** for this Section 2, all **Pollution or Contamination** which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

(d) the liability of the **Underwriters** to indemnify the **Insured** for damages and claimants' costs and expenses in respect of all **Pollution or Contamination** shall not exceed the **Limit of Liability** for this Section 1 in the aggregate for the **Period of Insurance**.

For the purposes of this Section 2, **Legal Costs** are not subject to the **Limit of Liability** and are payable in addition to the **Limit of Liability**.

EXTENSIONS TO SECTION 2

Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limit of Liability** for this Section 2 and exclusions of this **Policy**.

(1) **LEGAL EXPENSES EXTENSION**

The **Underwriters** shall indemnify the **Insured** against legal expenses reasonably and necessarily incurred by the **Insured** with the prior written consent of the **Underwriters** in the defence of any proceedings for breach of any of the following caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business**:

(a) Food Safety Act 1990, Part II and The Food Safety and Hygiene (England) Regulations 2013;

(b) Consumer Protection Act 1987 and Consumer Rights Act 2015;

(c) Equality Act 2010;

(d) Defective Premises Act 1972 and Defective Premises Order (N.I) 1975;

(e) Trade Description Act 1968,

(each as may be amended from time to time or the equivalent in any other jurisdiction).

The **Underwriters'** total liability to indemnify the **Insured** for legal expenses under this extension shall be sub-limited to GBP 1,000,000 in the aggregate for the **Period of Insurance** which sum shall be part of, and not in addition to, the **Limit of Liability** for this Section 2 of the **Policy**.

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(2) **MOTOR CONTINGENT LIABILITY EXTENSION**

The **Underwriters** shall indemnify the **Insured** against legal liability for damages in respect of **Bodily Injury** or **Property Damage** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** arising from the use of a motor vehicle in connection with the **Business**.

The **Underwriters** shall not be liable to indemnify the **Insured** under this extension in respect of any liability, claim, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(a) any motor vehicle owned or provided by the **Insured**, any principal for whom the **Insured** is working or any sub-contractor acting for or on the behalf of the **Insured**.

(b) any loss of or damage to such motor vehicle or to goods conveyed therein or thereon.

(c) any motor vehicle being driven by the **Insured** or by any person who to the knowledge of the **Insured's** representative does not hold a license to drive such motor vehicle, unless such person has held and is not disqualified for holding or obtaining such a license.

(d) any motor vehicle outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

(3) **DAMAGE TO LEASED OR RENTED PREMISES**

Exclusion (2) of this Section 2 shall not apply to **Property Damage** to premises (and/or fixtures and fittings thereof) leased or rented to the **Insured**, provided that the **Underwriters** shall not be liable to indemnify the **Insured** in respect of any liability or claim arising out of, caused by, resulting from or in any way involving any of the following:

(a) any liability which attaches solely by virtue of a contract and/or agreement and which would not otherwise have attached.

(b) the first GBP 250 of the liability of the **Insured** in respect of each and every **Occurrence** caused otherwise than by fire or explosion.

(c) any **Property Damage** to any such premises which are insured under any property or fire insurance policy arranged by the **Insured** or under which the **Insured** is entitled to indemnity in respect of such **Property Damage** or would be so entitled save for the existence of this **Policy**.

(4) **POLLUTION CLEAN-UP COSTS EXTENSION**

In the event of an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business** which gives rise to **Pollution or Contamination** which is covered by this **Policy**, the **Underwriters** shall indemnify the **Insured** for its legal liability for costs and expenses reasonably and necessarily incurred by statutory bodies in the clean-up of property owned by parties other than the **Insured**.

Notwithstanding anything to the contrary contained in this **Policy**, the liability of the **Underwriters** for all clean-up costs and expenses payable in respect of all **Pollution or Contamination** shall be sub-limited to GBP 1,000,000 in the aggregate for the **Period of Insurance** which sum shall be part of, and not in addition to, the **Limit of Liability** for this Section 2

ADDITIONAL EXCLUSIONS TO SECTION 2

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 2 in respect of any liability, claim, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(1) any ownership, possession, maintenance, use or operation by or on behalf of the **Insured** of any:

(a) aircraft or other aerial device.

(b) water-borne vessel or craft, other than those used for business entertainment.

(c) hovercraft.

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(d) mechanically propelled vehicle in respect of which insurance or security is necessary to meet the requirements of road traffic legislation. This additional exclusion (1) (d) to Section 1 shall not apply to any liability, claim or loss arising from any of the following:

(i) the use of plant as a tool of trade; or

(ii) the loading or unloading of any vehicle,

except where indemnity is provided by any motor insurance policy (or would be provided by such policy if this **Policy** did not exist) or where insurance or security is required by law.

(2) any **Property Damage** to property owned by, leased or rented to or in the care, custody or control of the **Insured**, other than:

(a) damage to the property of any directors, business partners, employees and / or visitors of the **Insured**.

(b) damage to premises not owned by, leased or rented to the **Insured** at which the **Insured** is undertaking work in connection with the **Business**.

(3) any **Products** (other than food or drink for consumption on the **Insured's** premises).

(4) any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged).

(5) any disease, disease carrying pollutants, water droplets or water vapour in the atmosphere or water courses from the **Insured's** air conditioning or water or air cooling systems.

(6) any **Bodily Injury**, **Property Damage** or **Other Contingencies** that were not caused by an **Occurrence** happening during the **Period of Insurance**.

(7) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.

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SECTION 3 - PRODUCTS' LIABILITY

(LEGAL COSTS IN ADDITION)

"OCCURRENCE" BASIS

COVER

The **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

(1) legal liability for damages in respect of **Bodily Injury** or **Property Damage** arising from **Products** caused by an **Occurrence** happening during the **Period of Insurance** within the **Policy Territory** in connection with the **Business**;

(2) legal liability for claimants' costs and expenses in connection with paragraph (1) above; and

(3) **Legal Costs** arising from an **Occurrence** for which there is cover under paragraph (1) above.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities insured under this **Policy**; (ii) persons or entities claiming damages for **Bodily Injury** or **Property Damage**; and (iii) **Claims** made on account of **Bodily Injury** or **Property Damage**, the liability of the **Underwriters** shall be limited as follows:

(a) the limits of the **Underwriters'** total liability to indemnify the **Insured** for damages and claimants' costs and expenses under paragraphs (1) and (2) above shall be:

(i) the amount stated in the **Schedule** as "any one **Occurrence**" for liability arising from any one **Occurrence**; and

(ii) the amount stated in the **Schedule** as "in the aggregate" for liability arising from all **Occurrences** happening during the **Period of Insurance**,

irrespective of the number of policies issued on behalf of the **Insured** by the **Underwriters**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

(b) all **Occurrences** happening during the **Period of Insurance** (and any subsequent period for which the **Insured** shall pay and the **Underwriters** shall agree to accept a renewal premium) resulting from or alleged to have resulted from the same condition or defect in any of the **Products** shall be deemed to be one **Occurrence** and as having happened during the period of insurance in which the first **Occurrence** happens.

For the purposes of this Section 3, **Legal Costs** are not subject to the **Limits of Liability** and are payable in addition to the **Limits of Liability**.

ADDITIONAL EXCLUSIONS TO SECTION 3

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 3 in respect of any liability, claim, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(1) any **Property Damage** to any **Product** or contract work executed by the **Insured** (or any part thereof).

(2) any costs or expenses incurred for the recall, withdrawal, inspection, removal, repair, alteration, replacement or reinstatement or amounts claimed for loss of use of or reduction in value of any **Product**, workmanship or contract work executed by the **Insured** (or any part thereof).

(3) any **Product** which, to the **Insured's** knowledge, is intended for use in or incorporation into any spacecraft, aircraft, aerial device, ship, watercraft, offshore installation or nuclear installation.

(4) any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.

(5) any advice, design, specification or professional services provided for a fee (or provided in circumstances where a fee would normally be charged) and not in connection with the supply of a **Product**.

(6) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.

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SECTION 4 – PROFESSIONAL INDEMNITY

(INCLUSIVE OF LEGAL COSTS)

"CLAIMS MADE" BASIS

COVER

The **Underwriters** shall, subject to the terms, conditions, limitations and exclusions of this **Policy**, indemnify the **Insured** against:

(1) legal liability for damages in respect of a **Claim** for a negligent act, negligent error or negligent omission of the **Insured** happening within the **Policy Territory** and in the course of the **Business**;

(2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;

(3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the **Claim** is first made against the **Insured** during the **Period of Insurance**.

LIMITS OF LIABILITY

Regardless of the number of: (i) persons or entities insured under this **Policy**; (ii) persons or entities claiming damages, the liability of the **Underwriters** shall be limited as follows:

the limits of the **Underwriters'** total liability to indemnify the **Insured** for damages, claimants' costs and expenses and **Legal Costs** under paragraphs (1), (2) and (3) above shall be:

(a) the amount stated in the **Schedule** as "any one **Claim**" for liability arising from any one **Claim**;

irrespective of the number of policies issued on behalf of the **Insured** by the **Underwriters**, their subsidiaries or affiliates which are in force and otherwise provide liability insurance coverage anywhere in the world.

For the purposes of this Section 4, **Legal Costs** are included within the **Limits of Liability**.

EXTENSIONS TO SECTION 4

Unless otherwise stated, the following extensions are subject to the terms, conditions, **Limits of Liability** for this Section 4 and exclusions of this **Policy**.

(1) LOSS OF DOCUMENTS EXTENSION

Notwithstanding Additional Exclusion (5) to this Section 4, the **Underwriters** shall indemnify the **Insured** against:

(1) legal liability for damages in respect of a **Claim** for loss of **Documents** happening within the **Policy Territory** and in the course of the **Business**;

(2) legal liability for claimants' costs and expenses in connection with paragraph (1) above;

(3) **Legal Costs** arising from a **Claim** for which there is cover under paragraph (1) above,

provided that the discovery of such loss of **Documents** occurred during the **Period of Insurance** and provided that:

(a) the **Documents** were in the care, custody or control of the **Insured** or a third party to whom the **Insured** had, in the ordinary course of the **Business**, entrusted, lodged or deposited the **Documents**;

(b) the **Documents** have been destroyed, damaged, lost or mislaid and, after diligent search, cannot be found; and

(c) the **Underwriters** shall not be liable to make any payment for loss of **Documents** brought about by wear, tear, vermin, mould, mildew or any other gradually occurring cause.

Indemnity under this Extension (2) (LOSS OF DOCUMENTS) shall be subject to a sub-limit of GBP 100,000 in the aggregate for the **Period of Insurance**, which sum is part of, and not in addition to, the **Limit of Liability** under this Section 4.

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ADDITIONAL EXCLUSIONS TO SECTION 4

The **Underwriters** shall not be liable to indemnify the **Insured** under this Section 4 in respect of any liability, claim, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(1) any circumstances which the **Insured** was, or ought to have been, aware prior to the commencement of the **Period of Insurance** might give rise to a **Claim**.

(2) any negligent act, error or omission by the **Insured** to effect or maintain insurance or to provide finance or advice on financial matters.

(3) any insolvency of the **Insured**

(4) any negligent act, error or omission by the **Insured** in the preparation of estimates of cost.

(5) any costs of replacing and / or restoring documents which have been lost, mislaid, damaged or destroyed.

(6) any costs or expenses incurred for the recall or withdrawal of any Product.

(7) any defect or alleged defect in workmanship of the Insured, unless in respect of an unintentional act, unintentional error or unintentional omission of the Insured in the provision of **Professional Services**

(8) any short delivery, non-delivery or late delivery of **Products** or non-completion of works or operations.

(9) any incorrect or inadequate specification of materials or performance, unless in respect of an unintentional act, unintentional error or unintentional omission of the **Insured** in the provision of the **Professional Services**.

(10) any **Cross Liabilities**.

(11) any act, error, omission, circumstance, incident, event or occurrence happening, or alleged to have occurred, prior to the **Retroactive Date**.

(12) any liability more specifically insured under any other Section of this **Policy** or any extension or endorsement.

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GENERAL EXCLUSIONS

The **Underwriters** shall not be liable to indemnify the **Insured** under this **Policy** in respect of any liability, claim, loss, costs or expenses of whatsoever nature directly or indirectly arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

(1) any:

(a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government, public or local authority.

(b) strike, riot, civil commotion or labour disturbance.

(c) **Act of Terrorism**.

(d) action taken in controlling, preventing, suppressing or in any way relating to (a) and / or (b) and / or (c) above.

(2) any:

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(3) any **Bodily Injury** to any **Person Employed**. This exclusion applies:

(a) whether or not the **Insured** may be liable as an employer or in any other capacity; and

(b) to any liability, including any contribution for which the **Insured** may be liable or any obligation to indemnify any other person in respect of such **Bodily Injury**.

(4) any obligation for which the **Insured** or his insurer may be held liable under any worker's compensation, disability benefits or unemployment compensation law or any similar law (including a subrogated claim by an insurer of any **Person Employed**).

(5) any **Pollution or Contamination**:

(a) other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

(b) occurring in the United States of America and / or Canada and / or their dependencies or trust territories.

(6) any sexual misconduct of any nature, including sexual relations, sexual contact or intimacy, sexual harassment, sexual molestation, sexual exploitation or sexual discrimination.

(7) any libel, slander or defamation.

(8) any violation or alleged violation of any competition, price fixing or restraint of trade law, or any passing off, injurious falsehood or infringement or alleged infringement of any patent, copyright, trade mark, service mark, trade name, trade secret, registered design right or other intellectual property rights.

(9) any:

(a) Chlorofluorocarbons, Chloro Fluoride Carbons (CFCs) or Chlorinated Hydro-Carbons.

(b) Chromated Copper Arsenate (CCA).

(c) electromagnetic fields (EMFs).

(d) Hepatitis.

(e) Human T-Cell Lymphotropic Virus Type iii (HTLV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it may be named.

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(f) latex and / or latex protein and / or latex derivatives and / or latex substances (howsoever these are named, identified, described or classified).

(g) Lead.

(h) Methyl Tertiary Butyl Ether (MTBE).

(i) mould, fungi or bacteria on, within or arising from any building, structure or site.

(j) Polychlorinated Biphenyls (PCBs), also known as Askarels, including polychlorinated biphenyl generated dibeneofurans and dioxins or any polychlorinated biphenyls-containing product or material or derivative thereof or the presence of or the actual or threatened use, installation, withdrawal or disposal of any such product or material.

(k) product containing silicon or silicone which is in any form implanted or injected in the body.

(l) tobacco or any tobacco products (or ingredients thereof).

(m) Transmissible Spongiform Encephalopathy (TSE), Creutzfeldt-Jakob Disease (CJD), variant Creutzfeldt-Jakob Disease (vCJD) or new variant Creutzfeldt-Jakob Disease (nvCJD).

(n) Formaldehyde.

(10) (a) any actual or threatened injury or damage of any nature or kind to persons or property which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.

(b) any liability to make any payment or contribution or indemnify any person in respect of liability for an occurrence, injury or damage which arises out of any **Asbestos Hazard** or would not have occurred but for any **Asbestos Hazard**.

(c) any obligation, request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean-up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of **Asbestos** or any material or product containing, or alleged to contain, **Asbestos**.

(11) any:

(a) perfluorinated compounds (PFCs) including, but not limited to, perfluoroalkyl and polyfluorinated alkyl substances (PFAS), perfluorooctane sulfonate (PFOS), perfluorooctanoic acid (PFOA), perfluoroether carboxylic and sulfonic acids (PFECAs and PFESAs, respectively), and any related products and chemicals, including any constituents of, additives to, derivative of or degradation by products thereof;

(b) any hexafluoropropylene oxide dimer acid (HFPO-DA), GenX, and any other replacement PFOA or any chemical included on the U.S. Environmental Protection Agency's PFAS Research List, Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012 (Canada), European Chemical Agency (ECHA), or any similar federal, state, local or foreign act, statute, regulation, ordinance, requirement or law, including additions and amendments thereto.

(12) any **Bodily Injury**, **Property Damage** or **Other Contingencies** expected or intended from the standpoint of the **Insured**, except when such **Bodily Injury**, **Property Damage** or **Other Contingencies** arise solely from the use of reasonable force for the purpose of protecting persons or property.

(13) any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission of any **Insured** or collusion in or direction of any dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious act, error or omission by any **Insured**.

(14) any failure by the **Insured** to take all reasonable steps and precautions to prevent any circumstance or event which may give rise to a **Claim**.

(15) any liability assumed by the **Insured** by agreement (other than liability arising from a condition or warranty of goods implied by law) and which would not have attached in the absence of such agreement.

(16) any **Product** manufactured, handled, sold or distributed in violation of any statutory or regulatory requirement.

(17) any failure of any **Product** to cure or alleviate any **Bodily Injury**.

(18) any **Product** that does not have the appropriate regulatory approval, unless such:

(a) is the subject of a licence under the provisions of legislation and complies with good manufacturing practice and good laboratory practice;

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(b) is the subject of approval for marketing by the provisions of legislation; and

(c) has not been the subject of any adverse decision requiring its withdrawal from the market.

(19) any claim, judgment, award or settlement made within any country or territory which operates under the laws of the United States of America, Canada and any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.

(20) any dispute concerning employment practices, including disputes concerning wrongful or unfair dismissal, discrimination, harassment or victimisation.

(21) any actual or alleged breach of any data protection laws or regulations.

(22) any loss sustained by shareholders or stockholders of the **Insured** in their capacities as such.

(23) any trading debts of the **Insured**.

(24) any fines, penalties, punitive damages, aggravated damages, liquidated damages or exemplary damages.

(25) any breach of any human rights.

(26) any;

(a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

(b) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**.

(27) The **Underwriters** shall not be liable to indemnify the **Insured** against any claim or provide any cover or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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GENERAL CONDITIONS

(1) THE CONTRACT

This **Policy** and the **Schedule** shall be read together as one document and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the **Schedule** shall bear such specific meaning wherever it may appear.

The **Insured** confirms that it is aware of and has complied with the duty of fair presentation under the Insurance Act 2015.

(2) NOTICE OF CLAIM

The **Insured** shall as a **Condition Precedent** to their right to be indemnified under this **Policy;**

(a) give notice in writing to the **Underwriters** of any circumstances or **Occurrences** which may give rise to a **Claim** and provide all information and documents available to the **Insured**; and

(b) on receipt by it or its servants or agents forward to the **Underwriters** any **Claim** or notice of proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**.

(3) EXTENSION BY NOTICE

This General Condition shall only apply to Section 4 (Professional Indemnity) of this **Policy**.

If, during the **Period of Insurance**, the **Insured** shall give written notice to the **Underwriters**, duly in accordance with General Condition (2) (a) above, of any circumstances or **Occurrences** which the **Underwriters** accept may give rise to a **Claim**, any **Claim** subsequently made against the **Insured** arising out of that circumstance or **Occurrence** shall be deemed to have been first made against the **Insured** during the **Period of Insurance**, regardless of when such **Claim** is actually made.

(4) CLAIMS CO-OPERATION AND CONDUCT OF PROCEEDINGS

The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** and shall provide such assistance, information, documents and access to premises as the **Underwriters** shall request. The **Insured** shall give all such assistance to deal with **Claims** and the conduct of legal proceedings as the **Underwriters** and / or their legal advisers and consultants may require. The **Insured** shall immediately on receipt by it or its servants or agents forward to the **Underwriters** any correspondence or information regarding any **Claim** or proceedings in respect of which the **Underwriters** may be required to indemnify the **Insured**. The **Insured** agrees to waive any claim to legal professional privilege to the extent that the privilege would otherwise prevent any legal adviser or consultant of the **Underwriters** from disclosing information to the **Underwriters**.

The **Underwriters** shall be entitled to conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for its own benefit any claim. In any such matter, the **Underwriters** shall have sole discretion in the conduct of any proceedings and in the settlement of any claim.

(5) ASSUMPTION OF LIABILITY

No admission, offer, promise, arrangement, payment or indemnity shall be made or given by or on behalf of the **Insured** without the prior written consent of the **Underwriters**. The **Underwriters** shall not be liable for any settlement, **Legal Costs**, admission, offer, promise, arrangement, payment or indemnity to which it has not consented.

(6) ACTION AGAINST UNDERWRITERS

No action shall lie against the **Underwriters** unless and until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after trial or by written agreement of the **Insured**, the claimant and the **Underwriters**. Nothing contained in this **Policy** shall give any person or entity any right to join the **Underwriters** as a co-defendant in any action against the **Insured** to determine the **Insured's** liability.

(7) INSPECTION

The **Underwriters** shall be permitted to inspect the **Insured's** premises, records and operations and the **Insured** shall provide any relevant information and documentation as may be requested by the **Underwriters** at any time. The **Underwriters** waive no right and undertake no responsibility by reason of such inspection or the omission thereof.

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(8) **OTHER INSURANCE**

If the **Insured** has other insurance that is applicable to the **Occurrence**, **Claim**, loss, liability, costs or expenses (or which would be applicable if this **Policy** did not exist), such other insurance shall be primary to the cover afforded by this **Policy** and the **Underwriters** shall not be liable to indemnify the **Insured** until such other insurance is exhausted. If such other insurance were exhausted, the **Limit of Liability** (or, if applicable, the sub-limit of liability) would apply in excess of the limit of indemnity applying under the other insurance.

(9) **SUBROGATION**

(a) In the event of any payment or indemnity being made or provided under this **Policy**, the **Underwriters** shall be subrogated to the extent of such payment to all the **Insured's** rights of recovery, indemnity or contribution against any third party.

(b) The **Insured** shall not surrender any right or settle any claim arising from any such right of recovery, indemnity or contribution and shall execute all papers required and do everything necessary within its power to secure such rights. The **Insured** shall do nothing to prejudice such rights.

(c) The **Insured** shall, at its own expense, co-operate fully with the **Underwriters** in the pursuit of any subrogated claim and shall provide such assistance, documents and access to premises as the **Underwriters** shall request.

(d) If the **Underwriters** make a recovery in the exercise of rights of subrogation, any sums recovered shall be applied in the following order of priority:

(i) firstly, to reimbursement of any outlay or anticipated outlay of the **Underwriters** (including payments made to indemnify the **Insured**, costs and disbursements);

(ii) secondly, to reimbursement of uninsured losses of the **Insured**; and

(iii) thirdly, to reimbursement of the liability of the **Insured** in respect of the **Deductible**.

(e) The **Underwriters** shall not exercise any right of subrogation that may exist against any employee or former employee of the **Insured** unless the **Underwriters** shall have made a payment brought about or contributed to by the act, error or omission of the employee or former employee which was dishonest, deceitful, fraudulent, reckless, wrongful, criminal or malicious.

(10) **CANCELLATION**

(a) This **Policy** may be cancelled at any time at the written request of the **Policyholder**. If no **Claim(s),** circumstance(s), incident(s) or **Occurrence(s)** have been notified, the premium shall be adjusted on the basis of the **Underwriters** refunding the amount by which paid premium exceeds earned premium (that being computed in accordance with the **Underwriters'** customary short rate table (attached) and procedure for the time the **Policy** has been in force).

(b) The **Underwriters** shall, except in the case of non-payment of premium, give the Corporate Risk Department (or its equivalent) of the **Policyholder** thirty (30) days written registered mail notice of cancellation and, in the case of non-payment of premium, the **Underwriters** shall give fifteen (15) days' notice of cancellation.

(c) If the premium for the whole or part of this **Policy** is demanded and / or paid on an estimated basis, premium adjustment may be made by the time cancellation is effected or, if not then made, shall be made as soon as practicable after cancellation becomes effective.

(d) In this General Condition the expression "paid premium" means premium actually paid by the **Policyholder** to the **Underwriters** or their authorized agent and does not include any premium or part thereof paid to the **Underwriters** by an agent, unless actually paid to the agent by the **Policyholder**.

Upon cancellation of this **Policy**, any certificate(s) of insurance shall be cancelled, and shall be returned by the **Policyholder** to the **Underwriters** immediately.

(11) **WAIVER, VARIATION AND ASSIGNMENT**

(a) No provision of this **Policy** may be waived or varied, except by an endorsement issued and signed by the **Underwriters**. Notice given to any agent of the **Insured** or of the **Underwriters** or knowledge possessed by any such agent or any other person, shall not be held to effect a waiver or change in any part of this **Policy**.

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(b) No change, modification or assignment of any interest under this **Policy** shall be effective without the prior written approval of the **Underwriters**.

(12) **CROSS LIABILITY**

The insurance afforded by Sections 1 to 3 (inclusive) of this **Policy** shall apply in respect of any **Claim** brought against any one **Insured** by any other **Insured**. The coverage shall apply in the same manner and to the same extent as if a separate policy had been issued to each **Insured**. Any breach of a term or condition of this **Policy** by any **Insured** shall not affect the protection given by this **Policy** to any other **Insured**. Nothing in this General Condition shall operate to increase the **Limits of Liability** under this **Policy**.

(13) **GOVERNING LAW AND JURISDICTION**

Unless otherwise stated on the **Schedule**, this **Policy** shall be governed by and construed in accordance with English law and any disputes arising out of or concerning this **Policy** shall be subject to the exclusive jurisdiction of the courts of England and Wales.

(14) **BASIS OF PREMIUM**

If any part of the premium is based on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the **Underwriters** to inspect such record. Within one month of the expiry of the **Period of Insurance**, the **Insured** shall furnish such information as the **Underwriters** may require. The deposit premium shall thereupon be adjusted and the difference paid by or allowed to the **Insured**, subject to the retention by the **Underwriters** of any minimum premium.

(15) **ADMINISTRATION AND THE POLICYHOLDER**

It is agreed that the **Policyholder** has acted and shall continue to act as agent of each and every **Insured** with irrevocable authority with respect to all aspects of this **Policy** including, but not limited to, the following: contract negotiations; renewals and decisions not to renew; amendments and endorsements to cover; premium payment; premium adjustments; receipt of notices regarding this **Policy**; dispute resolution matters; claims management; consent to defence and settlement; claim payments and exercising rights of the **Insured**; allocation; and cancellation.

(16) **EROSION OF DEDUCTIBLE BY LEGAL COSTS**

The **Deductible** shall be eroded by any payment of **Legal Costs** by the **Insured**.

(17) **DISCHARGE BY PAYMENT**

In connection with any **Claim** against the **Insured**, the **Underwriters** may, at any time, pay to the **Insured** a sum equal to the **Limit of Liability** applying to the relevant section of this **Policy**, or any lesser amount for which, in the reasonable opinion of the **Underwriters**, such **Claim** can be settled. Upon payment of such sums, the **Underwriters** shall be entitled to relinquish the control of such **Claim** and be under no further liability in connection therewith, save for such **Legal Costs** as the **Underwriters** have already agreed in writing to pay in respect of matters prior to the date of such payment.

(18) **REASONABLE STEPS AND PRECAUTIONS**

(a) The **Insured** shall, at its own expense, take all reasonable steps and precautions to prevent any event, circumstance or occurrence which may give rise to liability indemnified under this **Policy** and shall maintain all buildings, furnishings, ways, works, machinery, plant and vehicles in sound condition. As soon as possible after discovery, the **Insured** shall cause any defect or danger to be made good or remedied and, in the meantime, shall cause such additional precautions to be taken as the circumstances may require.

(b) If any **Insured** becomes aware of any event, circumstance or occurrence which may give rise to a **Claim** or liability against any **Insured** it shall, at its own expense, take all reasonable steps and precautions to avoid or minimise any **Claim** or liability arising from that event, circumstance or occurrence.

(19) **CURRENCY**

All amounts shown in this **Policy** are deemed to be expressed in pounds sterling unless clearly stated to the contrary.

(20) **CHANGE OF INTEREST / ALTERATION OF RISK**

This **Policy** shall automatically terminate if:

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(a) the interest of the **Insured** ceases other than as a result of death; or

(b) the **Business** is wound up, carried on by a liquidator or an administrator or permanently discontinued,

save where, within 14 days, the **Underwriters** sign an endorsement stating that the **Policy** continues.

If any material change is made to the **Business**, or if any material change of any kind shall occur which affects to any extent the risks insured under this **Policy**, the **Underwriters** shall not be liable in respect of any liability, claim, loss, costs or expenses arising out of such material change, unless the **Underwriters** have previously been notified of such material change and have agreed to it in writing.

(21) **FRAUDULENT CLAIMS**

If any claim under this **Policy** is in any respect fraudulent, the **Underwriters** shall be entitled to:

(a) refuse to pay the claim;

(b) recover any sums paid by the **Underwriters** to the **Insured** in respect of the claim from the **Insured**; and

(c) give notice of termination of the **Policy**, which shall be effective from the date of the fraud.

(22) **UNENFORCEABLE / VOID PROVISIONS**

If any clause of this **Policy** shall be struck down in whole or in part, the remainder of the **Policy** shall continue in full force and effect.

(23) **DEDUCTIBLE**

The **Underwriters** may, at their sole discretion, pay any part or all of the **Deductible** to effect settlement of any **Claim** and, upon notification of the action taken, the **Policyholder** shall promptly reimburse the **Underwriters** for such **Deductible** (or portion thereof) as the **Underwriters** have paid.

(24) **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Any person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy**. This General Condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

(25) **ALLOCATION**

In the event that the **Insured** is the subject of, or party to, a **Claim** or proceedings which are covered only in part by this **Policy**, the **Policyholder** and the **Underwriters** shall use their best efforts to agree upon a fair and proper allocation of liability, loss, costs or expenses or **Legal Costs** and any other sums insured under this **Policy**, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this **Policy**.

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IMPORTANT NOTICE

If you have any questions or concerns about this insurance, the handling of a claim or wish to make a complaint you should, in the first instance, contact the **Underwriters'** Head of Compliance at the following address:

Newline Insurance Company Limited
1 Fen Court
London
England
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Head of Compliance)
Fax: +44 (0)20 7090 1701
E-mail: complaintsofficer@newlinegroup.com

If the complaint is not resolved, you may be entitled to refer the matter to the Financial Ombudsman Service (the "FOS"). Their details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: +44 (0)800 0234 567 (landline)
+44 (0)300 123 9 123 (mobile)
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Further details are available in the **Underwriters'** Complaints Policy, a copy of which is available upon request.

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FAIR PROCESSING NOTICE

We, the **Underwriters**, limit the collection, disclosure and use of personal information to only what is needed to properly produce, quote, underwrite, service and administer our insurance and reinsurance products and / or to fulfil legal or regulatory requirements. The types of personal information we collect and how we use such information is set out in our Privacy Statement, which is available online via https://newlinegroup.com/privacy-statement/ (or in other formats upon request).

The way insurance works means that personal information provided to us may need to be shared with and used by a number of third parties in the insurance sector, including our group companies, agents, brokers, other insurers, reinsurers, loss adjusters, professional advisers, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose personal information in connection with the insurance cover we provide and to the extent required or permitted by law or regulation.

Other people's details you provide to us

Where you provide personal information to us (whether directly or indirectly), you must highlight this notice and our Privacy Statement to the individuals to whom the personal information relates and ensure you have their consent to provide such information to us. Unless you tell us otherwise, we will assume you have obtained their consent. If you have not obtained consent, or if any relevant individual withdraws consent, this may impact our ability to provide cover.

Want more details?

For more information about how we use personal information, please see our Privacy Statement.

Contacting us and your rights

Subject to certain exceptions, individuals have the right to access, rectify and erase personal information we hold about them. To exercise any such rights, or raise any questions or concerns about the personal information we hold, please contact our Data Protection Officer at:

Newline Group
1 Fen Court
London
EC3M 5BN

Tel: +44 (0)20 7090 1700 (request the Data Protection Officer)
Fax: +44 (0)20 7090 1701
E-mail: DPO@newlinegroup.com

You may also have the right to lodge a complaint with the relevant supervisory authority which, in the United Kingdom, is the Information Commissioner's Office.

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SHORT RATE CALCULATION TABLE

Days **Policy** in force				% of premium	Days **Policy** in force				% of premium
Up to	-	83	.....	33	215	-	218	.....	68
84	-	87	.....	34	219	-	223	.....	69
88	-	91	(3 Months)	35	224	-	228	.....	70
92	-	94	.....	36	229	-	232	.....	71
95	-	98	.....	37	233	-	237	.....	72
99	-	102	.....	38	238	-	241	.....	73
103	-	105	.....	39	242	-	246	(8 Months)	74
106	-	109	.....	40	247	-	250	.....	75
110	-	113	.....	41	251	-	255	.....	76
114	-	116	.....	42	256	-	260	.....	77
117	-	120	.....	43	261	-	264	.....	78
121	-	124	(4 Months)	44	265	-	269	.....	79
125	-	127	.....	45	270	-	273	(9 Months)	80
128	-	131	.....	46	274	-	278	.....	81
132	-	135	.....	47	279	-	282	.....	82
136	-	138	.....	48	283	-	287	.....	83
139	-	142	.....	49	288	-	291	.....	84
143	-	146	.....	50	292	-	396	.....	85
147	-	149	.....	51	297	-	301	.....	86
150	-	153	(5 Months)	52	302	-	305	(10 Months)	87
154	-	156	.....	53	306	-	310	.....	88
157	-	160	.....	54	311	-	314	.....	89
161	-	164	.....	55	315	-	319	.....	90
165	-	167	.....	56	320	-	323	.....	91
168	-	171	.....	57	324	-	328	.....	92
172	-	175	.....	58	329	-	332	.....	93
176	-	178	.....	59	333	-	337	(11 Months)	94
179	-	182	(6 Months)	60	338	-	342	.....	95
183	-	187	.....	61	343	-	346	.....	96
188	-	191	.....	62	347	-	351	.....	97
192	-	196	.....	63	352	-	355	.....	98
197	-	200	.....	64	356	-	360	.....	99
201	-	205	.....	65	361	-	366	(12 Months)	100
206	-	209	.....	66					
210	-	214	(7 Months)	67					

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Endorsement attaching to and forming part of Policy No NID26048478A/B/C in the name of Rail Signalling and Power Limited;

(1) **USE OF HEAT**

It is a condition of this **Policy** that the **Insured** shall take all steps to ensure the following precautions are complied with on each occasion where the **Insured** is using any oxyacetylene or electric welding or cutting plant or any blow lamp or blow torch away from his own premises:

(a) The immediate area in which the operation is to be carried out must be segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material;

(b) The whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence;

(c) Combustible floors/substances in or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material;

(d) Where work is being carried out in any enclosed area an additional employee of the **Insured** or any Employee of the occupier shall be present at all times to guard against an outbreak of fire;

(e) No work should be carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements;

(f) The following must be kept available for immediate use near the scene of operations:-

(i) suitable fire extinguishers; and/or

(ii) hoses connected up in readiness for immediate use and tested prior to the commencement of the work.

(g) A thorough examination must be made in the vicinity of the work approximately one hour after the termination of each operation In the event that it is not practicable for such examination to be carried out by the Insured's own employee then appropriate arrangements must be made with the occupier; and

(h) Before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat.

This condition does not apply in respect of labour supplied by the Insured under **Standard Contract Terms** only. **Standard Contract Terms** shall mean that the individuals supplied by the Insured work under their customer's/hirer's direction, supervision and control and the customer/hirer accepts responsibility and liability for these individuals.

(2) **UNDERGROUND SERVICES CONDITION**

It is a condition of this **Policy** that before any work which may involve a risk of damaging pipes cables or other services located underground is commenced the **Insured:**

(a) shall have made an enquiry in writing to the authorities concerned regarding the location of all underground services and shall have received where practicable a written response; and

(b) has obtained details of the exact position or location of all underground services from his employer and has not provided said employer with any indemnity in respect of **Property Damage** to such services.

It is a further condition that the **insured** shall adopt or cause to be adopted a method of work which minimises the risk of **Property Damage** to such services.

This condition does not apply in respect of labour supplied by the Insured under **Standard Contract Terms** only. **Standard Contract Terms** shall mean that the individuals supplied by the Insured work under their customer's/hirer's direction, supervision and control and the customer/hirer accepts responsibility and liability for these individuals.

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(3) **PREMIUM PAYMENT CLAUSE**

The (Re)**Insured** undertakes that premium will be paid in full to **Underwriters** within 60 days of inception of this **Policy** (or, in respect of instalment premiums, when due).

If the premium due under this **Policy** has not been so paid to **Underwriters** by the 60th day from the inception of this **Policy** (and, in respect of instalment premiums, by the date they are due) **Underwriters** shall have the right to cancel this **Policy** by notifying the (Re)**Insured** via the broker in writing. In the event of cancellation, premium is due to **Underwriters** on a pro rata basis for the period that **Underwriters** are on risk but the full policy premium shall be payable to **Underwriters** in the event of a loss or **Occurrence** prior to the date of termination which gives rise to a valid claim under this **Policy**.

It is agreed that **Underwriters** shall give not less than 15 days prior notice of cancellation to the (Re)**Insured** via the broker. If premium due is paid in full to **Underwriters** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

All endorsements are subject otherwise to the terms, conditions, limitations and exclusions of the **Policy**.

(4) **BONA FIDE SUBCONTRACTORS CLAUSE**

The **Insured** shall use their best endeavours to ensure that all bona fide subcontractors maintain, where insured under this **Policy**, the following;
(a) Employers Liability Insurance for not less than the **Limit of Indemnity** stated in the **Schedule;** and

(b) Public and Products Liability Insurance for not less than GBP 5,000,000 any one **Occurrence** and in the aggregate for the **Products**.

It is a further condition that :

(i) such insurance contains an **Indemnity to Principal** Clause;

(ii) the **Insured** shall retain a copy of written evidence of such insurances.

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