

Extract from the Government of Jersey Combined Liability Insurance Policy, underwritten by Insurance Corporation of Channel Islands – policy number RTT208343

## **Exclusions and Extensions**

### **Exclusions to the Public and Products Liability insurance**

The indemnity will not apply to legal liability

1 arising from or out of the ownership possession or use by or on behalf of the Insured or any Person Entitled to Indemnity of

a mechanically propelled vehicles other than legal liability arising out of

i the use of plant as a tool of trade on site

ii the use of plant at the premises of the Insured

iii the loading or unloading of any vehicle

except where indemnity is provided by any motor insurance contract or where insurance or security is required by law

b aircraft or other aerial device

c aerospace device

d hovercraft

e water-borne craft

2 for bodily injury or mental injury to or death disease or illness of any Person Employed arising out of and in the course of employment by the Insured in the Business

3 for or arising from loss of or damage to any Property which at the time of the Event giving rise to such legal liability is owned by or held in trust by or in the custody or control of the Insured other than

a Employees' directors' partners' or visitors' personal effects including vehicles and their contents

b premises and their contents not owned by or leased or rented to the Insured at which time the Insured is undertaking work in connection with the Business

c premises and their fixtures and fittings leased or rented to the Insured unless such legal liability

i has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement

ii arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

**4 caused by or arising out of pollution or contamination of buildings or other structures or of water or land or of the atmosphere unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any Period of Insurance**

**Provided that all pollution or contamination which arises out of one incident shall be considered by the Insurer for the purposes of this Policy to have occurred at the time such incident takes place**

5 a in respect of loss of or damage to any

i product supplied by the insured

ii contract work executed by the insured

caused by any defect therein or the unsuitability thereof for its intended purpose

b for the costs of recall removal repair alteration replacement or reinstatement of any

i product supplied by the insured

ii contract work executed by the insured

necessitated by any defect therein or the unsuitability thereof for its intended purpose

6 arising from or in connection with

a advice provided for a fee

b design provided for a fee

c specification provided for a fee

7 arising from or in connection with any

a product supplied by the Insured

b contract work executed by the Insured

where such legal liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement

8 for the costs of remedying

a any defect or alleged defect

b the presence of Asbestos Asbestos Dust or Asbestos Containing Materials in premises disposed of by the

Insured

9 for

a fines or penalties

b compensation ordered or awarded by a Court of Criminal Jurisdiction

c aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

10 of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

b the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

11 arising from any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not)

civil war rebellion revolution insurrection or military or usurped power

12 the Deductible and Non-Ranking Excess

13 for mental injury or fear of suffering bodily injury death disease or illness arising out of actual or suspected exposure to Asbestos Asbestos Dust or Asbestos Containing Materials

14 for the costs of management (including those of any persons under any statutory duty to manage) removal repair alteration recall replacement or reinstatement of any property or part thereof arising out of the presence of Asbestos Asbestos Dust or Asbestos Containing Materials

15 Injury or Damage arising directly or indirectly out of the provision of a medicine

b medical diagnosis treatment or advice

c nursing

16 Injury or Damage which results from any deliberate act or omission of the Insured his partners directors or managerial Employees and which could reasonably have been expected having regard to the nature and circumstances of such act or omission

This Exclusion shall also apply in respect of any deliberate act or omission of any other person claiming indemnity but only so far as indemnity to such person is concerned

17 The following Exclusion is added to the Policy but does not apply to liability in respect of Injury to Employees:

The Insurers shall not be liable in respect of legal liability arising from Abuse

The additional claims made insurance section 3 in respect of Abuse attaches to and forms part of this Policy

## **Extensions to the Public and Products Liability insurance**

### **1 Cross Liabilities**

If the Insured comprises more than one party the Insurer will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each

Provided that the total amount payable in respect of damages shall not exceed the Limit of Liability

### **2 Compensation for Court Attendance**

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

a any director or partner of the Insured £500 b any Employee £250

### **3 Contingent Motor Liability**

Notwithstanding Exclusion 1a the Insurer will provide indemnity to the Insured against legal liability arising out of the use in the course of the Business by any Employee of any mechanically propelled vehicle not the property of nor provided by the Insured

The indemnity will not apply to legal liability

a in respect of loss of damage to such vehicle or to property conveyed therein b arising while such vehicle is being driven by the Insured

c in respect of which the Insured is entitled to indemnity under any other insurance

d arising outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

### **4 Overseas Personal Liability**

The Insurer will provide indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability incurred in a personal capacity while temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply

a to legal liability arising out of the ownership or occupation of land or buildings b where indemnity is provided by any other insurance

### **5 Data Protection Law**

The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for use of computer facilities

Provided that the indemnity will not apply to legal liability in respect of any loss or damage sustained by any party to such an arrangement

The Insurer will also provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and claimant's

costs and expenses for damage or distress as described in Section 13 of the Data Protection Act 1998 or equivalent legislation in the Channel Islands

Provided that the Insured is registered in accordance with the terms of the applicable data protection legislation or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the Data Protection Act 1998 or equivalent legislation in the Channel Islands

The Extension shall not apply in respect of a the payment of fines or penalties

b the costs of replacing reinstating rectifying erasing blocking or destroying any personal data

c liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission

d claims which arise out of circumstances notified to previous Insurer or known to the Insured at inception of this Extension

e legal liability where indemnity is provided by any other insurance

#### **Legal Defence Costs (Specified Criminal Prosecutions) forming part of Section 1**

The Insurer will provide indemnity to the Insured and if the Insured so requests any Person Employed or director or partner of the Insured up to the Limit of Liability as show in the Policy Schedule (regardless of the number of periods of insurance during which this Policy operates or parties entitled to indemnity) in respect of

a legal costs and other expenses incurred with the Insurer's written consent

b costs awarded against the Insured or any director or partner or Person Employed

in connection with the defence of criminal proceedings brought or in appeal against a conviction arising from such proceedings relating to an offence alleged to have been committed during any Period of Insurance in the course of the Business but only in respect of proceedings brought as stated below

#### **A Health & Safety at Work and Consumer Protection Laws**

In respect of a breach of

1 the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or equivalent legislation in the Isle of Man or Channel Islands where the proceedings relate to the health safety and welfare of any person other than a Person Employed or director or partner of the Insured

2 Part II of the Consumer Protection Act 1987 or any equivalent legislation in the Channel Islands or the Isle of Man

Provided that

1 the indemnity will not apply

a to fines or penalties of any kind

b to compensation ordered or awarded by a court of criminal jurisdiction

c where injury of any person or loss of or damage to Property has occurred d where indemnity is provided by any other insurance

e to any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to Asbestos Asbestos Dust or Asbestos Containing Materials

f to proceedings consequent upon any deliberate act or omission by i the Insured

ii any partner or director of the Insured

iii any Person Employed with any specific responsibility for compliance with the legislation specified in this Section which could reasonably have been expected to constitute a breach of the legislation specified in this Section

2 the Insurer may at any time pay the Limit of Liability (less any sums already paid) or any lesser amount for which at the absolute discretion of the Insurer the claims arising can be settled but including any amount for which the Insurer may be responsible prior to the date of such payment

The Insurer will then relinquish control of such claims and be under no further liability in respect thereof

3 where the Insurer is liable to indemnify more than one person the total amount of indemnity shall not exceed the

Limit of Liability

## **B Corporate Manslaughter Costs and Expenses**

in respect of costs of legal representation at

i the defence of any criminal proceedings brought or in appeal against the Insured director partner or Employee of the Insured for an offence of manslaughter in connection with the Business proceedings in any court arising out of any alleged breach of statutory duty arising from the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent Channel Islands law resulting in Injury which may be the subject of indemnity under the Legal Liabilities Insurance of this Policy incurred with the Insurer's prior written consent

The Insurer shall not be liable for i fines or penalties

ii compensation ordered or awarded by a Court of Criminal Jurisdiction

iii aggravated exemplary or punitive damages awarded by any court outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

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