



GABLE INSURANCE A.G.

**Pflugstrasse 20
9490 Vaduz
Fürstentum
Liechtenstein**

EMPLOYERS LIABILITY POLICY

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the Insured are the basis of and form part of this Policy.

Gable Insurance A.G. (hereinafter called "the Company") in consideration of the payment of the premium by the Insured and subject to all Terms, Definitions, Limits of Indemnity, Exceptions, Conditions and any Memoranda endorsed hereon will indemnify the Insured in the terms of this Policy against his liability at law for damages and claimant's costs and expenses in respect of Injury to any Employee occurring during the Period of Insurance and arising out of and in the course of his employment by the Insured in connection with the Business within the Territorial Limits

A black ink signature of William Dewsall, consisting of a large, stylized 'D' followed by a horizontal line and a smaller signature below it.

Signed on behalf of Gable Insurance A.G.

**William Dewsall
(Managing Director)**

A black ink signature of Jost Pilgrim, consisting of a series of connected, wavy lines.

**Jost Pilgrim
(Director)**

Important Notice to the Insured

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand it fully.

The Company should be contacted immediately if any correction is necessary

Indemnity to Other Persons

The Company will also indemnify in the terms of this Policy

- 1 if so requested by the Insured
 - a) any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - b) any officer or member of the Insured's social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.
- 2 the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

Indemnity to Principal

Where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

Cross Liabilities

The Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Limit of Indemnity

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

Costs and Expenses

The Company will pay all other costs and expenses incurred with its written consent in addition of the Limit of Indemnity.

EXTENSIONS

Health and Safety Defence Costs

With the written consent of the Company, the Company will indemnify the Insured and also at the request of the Insured any director, partner or Employee in respect of legal costs and expenses incurred in defending any prosecution for breach of duty under the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 committed or alleged to have been committed during the Period of the Policy and in connection with the Business.

Provided that the Company shall not be liable for:-

- a) the payment of fines or penalties
- b) legal costs and expenses in connection with any breach of duty arising from a deliberate or pre-meditated act, event or omission which the person claiming to be indemnified knows or should have known would be likely to constitute an offence under the above Act or Order
- c) any prosecution in respect of an offence which does not increase the risk of injury being sustained by Employees of the Insured in the course of their employment by the Insured
- d) legal costs and expenses incurred in an appeal against a conviction resulting from a prosecution
- e) any proceedings that do not relate to the health, safety and welfare of any Employee

The maximum amount payable under this extension is £100,000 in any one Period of Insurance.

Court attendance costs

If during the Period of Insurance any partner, director or Employee of the Insured is required to attend court as a witness at the request of the Company in connection with a claim which is the subject of Indemnity under this Policy the Company will pay compensation to the Insured on the following scale for each day that attendance is required:-

- | | | |
|----|-------------------------|------|
| 1. | Any director or partner | £250 |
| 2. | Any Employee | £150 |

EXCEPTIONS

The Company shall not provide indemnity in respect of

1. Radioactivity / Electro Magnetic Fields

Any liability 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 assembly or nuclear component thereof
- c) electromagnetic fields or radiation

Exceptions continued..../

2. Offshore

Liability arising Offshore.

3. Road Traffic Act

Injury to any Employee arising when such Employee is:-

- a) carried in or on any vehicle
- b) entering or getting on to or alighting from a vehicle

4. War and Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any act of terrorism.

For the purpose of this endorsement an act of terrorism means 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.

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. Asbestos/Silica

liability arising directly or indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or materials containing asbestos or silica in whatever form or quantity.

6. Deliberate Acts

liability arising from any deliberate or intentional act caused by the Insured or any Employee of the Insured.

7. Jurisdiction

any judgement or award or settlement made in any country or territory outside the Territorial Limits.

CONDITIONS PRECEDENT

1. Reasonable Precautions

It is a condition precedent to liability that the Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy and to comply with all statutory and other obligations and regulations imposed by any authority.

2. Claims

It is a condition precedent to liability that:-

The Insured must give immediate notice to the Company of and on the happening of any event that may conceivably give rise to a claim under this insurance and shall immediately give all such additional information as the Company may require. Every letter of claim, writ, summons or process and all documents relating thereto and other written notification of claim shall be forwarded unanswered to the Company immediately they are received.

The Insured must at all times, in addition to the insured's obligations set out above, co-operate fulsomely with the Company and provide promptly such further information as and when requested by the Company, to such an extent as is required to allow the Company to be able to comply with such relevant Civil Procedure Rules, Practice Directions and Pre-Action Protocols (and the time limits specified for such compliance) as may be issued and approved from time to time by the Head of Civil Justice or the Ministry of Justice, and in any event to allow the Company to always manage and discharge promptly and efficiently any of its rights, obligations or entitlements under this Policy. This obligation on The Insured to inform and co-operate continues until such time as any claim under this Policy arising from the incident notified in accordance with this Claims Procedure is finally determined, including to appeal.

The Insured must make no admission, offer, promise or payment without the Company's written consent. The Company shall at its full unfettered and absolute discretion be entitled to take over and conduct in The Insured's name the defence or settlement of any claim and which will include an assumed authority on The Insured's part to the Company to issue a formal admission of breach of duty for the purposes of any such claim, should and whenever the Company consider it appropriate to do so. The Company shall at its full unfettered and absolute discretion be entitled to prosecute in The Insured's name for their own benefit any claim for indemnity or damages or otherwise. The Company shall have full unfettered and absolute discretion in the conduct of any proceedings and in the settlement of any claim.

3. Incident Log Book

It is a condition precedent to liability that the Insured shall keep a log book of all incidents (no matter how trivial) that occur on the premises and such book shall be kept available for inspection by the Company.

CONDITIONS

1. Interpretation

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

2. Observance of Terms

The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal and all information given to the Company about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.

Conditions continued..../

3. Increase in Risk

This Policy shall be void and all premiums paid therein forfeited to the Company if the risk be materially increased without the assent of the Company being signified by endorsement hereon.

4. Non-Contribution

If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall not be liable under this Policy except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

5. Cancellation

- a) The Company may cancel this Policy by giving thirty days' notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 6.
- b) After the end of the "cooling off period" as explained in the Key Facts document the Insured may cancel this Policy but no return premium will be payable by the Company.

6. Premium Adjustment

If the premium for this Policy has been based wholly or partly on any estimates given by the Insured the Insured shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by the Company. Within one month of the expiry of each Period of the Policy the Insured shall supply to the Company such particulars as the Company may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium under this Policy.

7. Compulsory Insurance

The Insurance granted by this Policy is deemed to be in accordance with the provisions of any law enacted in Great Britain relating to compulsory insurance of liability to employees. If, however, there shall have been non-observance of any Policy Conditions by the Insured and the Company shall have paid any sum which the Company would not have paid but for the provisions of such law then the Insured shall forthwith repay such sum to the Company.

8. Disputes Clause

In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Insurer, the applicable law of this policy shall be English law.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

9. Several Liability

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

DEFINITIONS

1. **Injury** means bodily injury and includes death, illness and disease.
2. **The Business** includes
 - a) the ownership or occupation of premises by the Insured including incidental repair and maintenance
 - b) the provision of canteen social sports and welfare organisations for the benefit of Employees
 - c) fire, first aid and ambulance services
 - d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.
3. **Territorial Limits** means
 - a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
 - b) Elsewhere in the World where Employees of the Insured who are normally resident in (a) above are on a temporary non manual visit on the Business of the Insured.
4. **Employee** means
 - a) Any person who has entered into or works under a contract of service or apprenticeship with the Insured
 - b) any labour-master and/or person supplied by him
 - c) any person employed by a labour-only subcontractor
 - d) any self-employed person
 - e) any person who is hired to or borrowed by the Insured
 - f) any driver or operator of plant hired to the Insured
 - g) any person who is engaged under a work experience or youth training schemewhile working for the Insured in connection with the Business.
5. **Offshore** means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.
6. **“Gable”** or **“the Company”** means the insurer who has issued this policy to you, and their representatives from time to time (which may include their underwriting agents, their adjusters or solicitors and other professional advisers).

CLAIMS PROCEDURE

We provide a dedicated 24 hour Claims Handling Service to all our clients.

In the event of a claim, please contact our claim administrators:

Kudos Liability Adjusters Ltd

3000 Cathedral Hill

Guildford

GU2 7YB

Email: coastunderwriting@kudosadjusters.com

Telephone: 0333 2079040

COMPENSATION

Gable Insurance AG Policies fall within the protection of the Financial Services Compensation Scheme and therefore Gable's Policyholders are entitled to the Scheme protection as a consequence. The Scheme provides compensation in case the company goes out of business or into liquidation and are unable to meet any valid claims under its policies.

The first £2,000 of a claim is protected in full. Above this the threshold, a minimum of 90% of the remainder of the claim will be met.

Further information can be obtained from us or the Financial Services Authority www.fscs.co.uk

COMPLAINTS PROCEDURE

If you have a complaint please contact your broker in the first instance. If the dispute remains unresolved please contact the insurer's underwriting agents Coast Underwriting Limited.

Tel: 0845 467 0949 or by email at info@coastunderwriting.com

- a) Coast Underwriting will acknowledge your complaint within five working days and advise you of the name and title of the person who is handling your complaint.
- b) We at Coast Underwriting will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint.

If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

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

If you are not satisfied with the result of our internal complaints procedure we will give you our final response so that you can, if you wish, refer the matter to the insurer which is

Gable Insurance AG at their London offices situated in
34 Lime Street,
London
EC3M 7AT

Telephone 020 7337 7460.

Gable Insurance AG is regulated by the Financial Market Authority Liechtenstein,
Holy Cross 8,
P.O. Box 684,
9490 Vaduz,
Principality of Liechtenstein



GABLE INSURANCE A.G.

**Pflugstrasse 20
9490 Vaduz
Furstentum
Liechtenstein**

**GENERAL THIRD PARTY
(PUBLIC/PRODUCTS LIABILITY) POLICY**

The proposal (whether verbal or written) together with any supplementary proposals and declaration made by the Insured are the basis of and form part of this Policy.

In consideration of the payment of the premium specified herein, Gable Insurance A.G. (hereinafter called "the Company") will, subject to the Terms, Definitions, Exceptions and Conditions contained herein or endorsed hereon, indemnify the Insured against his liability at law for damages and claimants costs and expenses in respect of:-

- (a) Injury to any person
- (b) Damage to Property
- (c) Interference with or loss of enjoyment of Property as a result of obstruction trespass or nuisance

occurring during the Period of Insurance and caused in connection with the Business within the Territorial Limits.

Provided that the liability of the Company shall not exceed the Limit of Indemnity stated in the Schedule

A handwritten signature in black ink, appearing to be 'William Dewsall', written over a white rectangular background.

Signed on behalf of Gable Insurance A.G

William Dewsall
(Managing Director)

A handwritten signature in black ink, appearing to be 'Jost Pilgrim', written over a white rectangular background.

Jost Pilgrim
(Director)

Important Notice to the Insured
Please read this Policy carefully to ensure that it is in accordance with your requirements
and that you understand it fully.
The Company should be contacted immediately if any correction is necessary

Indemnity to Other Persons

The Company will also indemnify in the terms of this Policy

- 1 if so requested by the Insured
 - a) any director, partner or Employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Policy if the claim had been made against the Insured
 - b) any officer or member of the Insured's social sports and welfare organisations and fire, first aid and ambulance services while acting in their respective capacities as such.
- 2 the legal representatives of any person claiming indemnity under this Policy in the event of his/her death and in respect of liability incurred by such person.

Indemnity to Principal

Where any contract or agreement entered into by the Insured for the performance of work so requires the Company will indemnify the principal in like manner to the Insured in respect of the principal's liability arising from the performance of the work by the Insured.

Cross Liabilities

The Company will indemnify each Insured to whom this Policy applies in the same manner and to the same extent as if a separate Policy had been issued to each provided that the total amount of damages payable shall not exceed the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

Limit of Indemnity

The liability of the Company for all damages in respect of any one claim or series of claims arising from one occurrence shall not exceed the Limit of Indemnity.

Costs and Expenses

The Company will pay all other costs and expenses incurred with its written consent:-

- a) in addition to the Limit of Indemnity in respect of claims made against the Insured elsewhere than in the United States of America and/or Canada
- b) in diminution of the Limit of Indemnity in respect of claims made against the Insured in the United States of America and/or Canada

EXTENSIONS

Unless otherwise stated the following Extensions are subject always to the Terms Conditions and Exceptions contained in this Policy

A. Products Liability

The Company will indemnify the Insured in respect of liability arising out of or in connection with any Goods sold, supplied, repaired, installed, serviced or tested by or through the Insured in connection with the Business.

Provided that the Company shall not be liable in respect of:-

- a) the cost of, or expenses occurred in, the repairing replacing, recalling or making any refund in respect of such Goods.
- b) the failure of any Goods to fulfil their intended purpose.
- c) Goods sold, supplied repaired serviced or tested to the United States of America or Canada.

B. Defective Premises Act 1972

The indemnity provided by this Policy shall extend to include liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of the disposal of any premises which were occupied and/or owned by the Insured in connection with the Business but the Company shall not be liable in respect of:-

- a) the cost of making good replacement or reinstatement of any defect or workmanship giving rise to such liability
- b) any Damage to such premises.

C. Leased and Rented Premises

Exception D(i) of this Policy shall not apply to Damage to premises leased, rented or temporarily occupied by the Insured.

Provided always that the Company shall not be liable in respect of

- a) liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement
- b) the first £500 of Damage caused otherwise than by fire or explosion

D. Motor Vehicles/Plant

Provided the Insured is not more specifically insured the Company will indemnify the Insured in the terms of this Policy against his liability at law for Injury or Damage

- a) caused by any motor vehicle or item of plant which is owned by or in possession of or being used by or on behalf of the Insured
 - i. which is licensed for road use and is being used in circumstances which do not require insurance or security under any road traffic legislation
 - ii. whilst in use as a tool of trade but this indemnity shall not apply to liability in respect of which insurance or security is required under any road traffic legislation.
- b) happening during the act of loading or unloading of a motor vehicle.

Extensions continued..../

E. Car Parks

The Company will indemnify the Insured in respect of Damage to any motor vehicle or any contents of or accessory on such motor vehicle.

Provided always that such motor vehicle or its content or accessory is not owned by or hired by or on behalf of or lent to the Insured.

F. Cloak Rooms

The Company will indemnify the Insured in respect of Damage to Property deposited in any cloakroom owned or operated by the Insured.

Provided that:-

- a) such Property is not owned, hired or borrowed by the Insured
- b) an attendant shall be on duty therein throughout the whole of the time the cloakroom is in use or adequately locked if unattended
- c) a disclaimer notice is prominently displayed in or adjacent to the cloakroom

G. Locker Rooms

The Company will indemnify the Insured in respect of Damage to Property deposited in any locker room owned or operated by the Insured.

Provided that:-

- a) such Property is not owned, hired or borrowed by the Insured
- b) all lockers are kept in good working order
- c) the locker room is periodically checked by Employees
- d) a disclaimer notice is prominently displayed in or adjacent to the locker room

EXCEPTIONS

The Company shall not provide indemnity in respect of

1 Contractual Liability

Liability assumed under any contract or agreement unless such liability would have attached in the absence of such agreement

2 Fines, Liquidated Damages, Penalties

Liability for fines, liquidated damages or amounts under any penalty clause.

3 Employees

Liability to any Employee in respect of Injury arising out of and in the course of his employment by the Insured.

Exceptions continued..../

4 Custody or Control

Damage to:-

- a) Property belonging to the Insured or in the custody or under the control of the Insured or of any Employee (other than Property belonging to guests, visitors, directors, partners or Employees of the Insured):
- b) that part of any Property on which the Insured or any Employee or agent of the Insured is or has been working where the Damage results from such work.

5 Deliberate Acts

Liability caused by or arising from any deliberate act or omission by or on behalf of the Insured and which could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission.

6 Craft and Vehicles

Liability arising out of the ownership possession or use by or on behalf of the Insured or caused by any:-

- a) craft designed to travel in or through air, space or water
- b) mechanically propelled vehicles

for which no specific indemnity is provided by Extension D.

7 War and Terrorism

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b) any act of terrorism.

For the purpose of this endorsement an act of terrorism means 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.

This endorsement also excludes Injury, Damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company allege that by reason of this exclusion, any Injury, Damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Exceptions continued..../

8 Radioactivity / Electro Magnetic Fields

any liability 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 assembly or nuclear component thereof
- c) electromagnetic fields or radiation

9 Gradual Environmental Impairment

- a) any liability for or consequent upon
 - i. Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
 - ii. the cost of removing nullifying or cleaning up Pollutants
 - iii. fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants

occurring within the Territorial Limits other than in the United States of America and/or Canada.

Notwithstanding the foregoing this Policy shall cover liability otherwise excluded under paragraphs (i) and (ii) above which arises from a sudden identifiable unintended and unexpected happening which takes place in its entirety at a specific time and place during the period of the Policy provided that all discharges dispersals release or escape of Pollutants arising from one incident shall be deemed for the purposes of this Policy to have occurred at the time such incident takes place.

The liability of the Company for all damages payable in respect of all discharges dispersals release or escape of Pollutants which is deemed to have occurred during the Period of the Policy shall not exceed the Limit of Indemnity stated in the Schedule in the aggregate.

This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

Nothing contained in the foregoing shall be deemed to increase the Limit of Indemnity beyond the amount stated in the Schedule.

- b) any liability for or consequent upon
 - i. Injury or Damage to Property directly or indirectly arising out of the discharge dispersal release or escape of Pollutants
 - ii. the cost of removing nullifying or cleaning up Pollutants
 - iii. fines penalties or exemplary damages arising directly or indirectly out of the discharge dispersal release or escape of Pollutants

occurring within the United States of America and/or Canada or any territory within the jurisdiction thereof.

Exceptions continued..../

10 Punitive or Exemplary Damages

Liability for any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards of damages or in any other form whatsoever.

11 Offshore

Liability arising Offshore.

12 Concessionaires, Suppliers, Sub-Contractors

Liability incurred by any concessionaires suppliers or sub-contractors operating under their own trading name unless the Insured has established that the operators thereof have adequate employers and public liability insurance indemnifying the Insured as principal.

13 Advice, Professional Services

Liability caused by or arising from

- a) advice, design or specification given by or on behalf of the Insured for a fee
- b) professional services rendered by or on behalf of the Insured.

14 Asbestos/Silica

Liability arising directly or Indirectly out of, resulting from, in consequence of, or in any way involving asbestos or silica or materials containing asbestos or silica in whatever form or quantity.

15 Electronic Date Recognition

Liability arising from any loss, cost, claim, or expense, whether preventive, remedial or otherwise directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving a date change, including leap year calculations, by any computer system, hardware, programme or software and/or microchip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving a date change, including leap year calculation to any such computer system, hardware, programme or software and / or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

16 Toxic Mould

Injury or Damage, caused by or arising out of, alleging or attributable to the existence of mould, fungus/fungi, spore(s), mildew(s), mushroom(s), yeast(s), or biocontaminant(s) or any by-product there from

17 Computer Viruses

Damage, including failure of any communications and/or computer system caused by the introduction of a virus or similar mechanism

Exceptions continued..../

18 Burning of Waste

Liability arising from the burning of waste absolutely.

CONDITIONS PRECEDENT

A. Reasonable Precautions

- a) It is a condition precedent to liability that the Insured shall exercise reasonable care in the selection and supervision of Employees and the Insured and/or person claiming to be indemnified shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this Policy and to comply with all statutory and other obligations and regulations imposed by any authority.
- b) It is a condition precedent to liability that the Insured shall ensure that adequate first aid/medical facilities are kept available for use at all times.
- c) It is a condition precedent to liability that the Insured shall inspect his premises and equipment on a regular basis and any repairs carried out if necessary.

B. Claims

It is a condition precedent to liability that:-

The Insured must give immediate notice to the Company of and on the happening of any event that may conceivably give rise to a claim under this insurance and shall immediately give all such additional information as the Company may require. Every letter of claim, writ, summons or process and all documents relating thereto and other written notification of claim shall be forwarded unanswered to the Company immediately they are received.

The Insured must at all times, in addition to the insured's obligations set out above, co-operate fully with the Company and provide promptly such further information as and when requested by the Company, to such an extent as is required to allow the Company to be able to comply with such relevant Civil Procedure Rules, Practice Directions and Pre-Action Protocols (and the time limits specified for such compliance) as may be issued and approved from time to time by the Head of Civil Justice or the Ministry of Justice, and in any event to allow the Company to always manage and discharge promptly and efficiently any of its rights, obligations or entitlements under this Policy. This obligation on The Insured to inform and co-operate continues until such time as any claim under this Policy arising from the incident notified in accordance with this Claims Procedure is finally determined, including to appeal.

The Insured must make no admission, offer, promise or payment without the Company's written consent. The Company shall at its full unfettered and absolute discretion be entitled to take over and conduct in The Insured's name the defence or settlement of any claim and which will include an assumed authority on The Insured's part to the Company to issue a formal admission of breach of

duty for the purposes of any such claim, should and whenever the Company consider it appropriate to do so. The Company shall at its full unfettered and absolute discretion be entitled to prosecute in The Insured's name for their own benefit any claim for indemnity or damages or otherwise. The Company shall have full unfettered and absolute discretion in the conduct of any proceedings and in the settlement of any claim.

Conditions Precedent continued..../

C. Fire and Local Authority Regulations

It is a condition precedent to liability that:-

- a) If the Insured has any facilities where approval of the Fire and/or the Local Authority is required that such approval has been obtained and is maintained in respect of the said facilities. If such approval is written or in the form of a license, a copy must be kept available for inspection by the Company.

D. Emergency/Security Procedures

It is a condition precedent to liability that the Insured shall have the following in place:-

- a) an emergency procedure plan in the event of a fire or bomb scare
- b) an emergency procedure plan in the event of visitors (including children) to the premises going missing
- c) a procedure plan to prevent unruly behavior happening on or about the premises.

E. Incident Log Book

It is a condition precedent to liability that the Insured shall keep a log book of all incidents (no matter how trivial) that occur and such book shall be kept available for inspection by The Company.

F. Viewing Areas

It is a condition precedent to liability that public areas must be adequately guarded particularly those above ground level to prevent accidental falling of visitors.

G. Hirers

It is a condition precedent to liability that the Insured shall ensure that any firm, person or body hiring the premises has his own public liability insurance.

CONDITIONS

1 Interpretation

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

2 Observance of Terms

The liability of the Company will be conditional upon any person claiming indemnity under this Policy complying with its terms. The truth of the statements and answers in the proposal and all information given to The Company about the risk shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3 Increase in Risk

This Policy shall be void and all premiums paid therein forfeited to the Company if the risk be materially increased without the assent of the Company being signified by endorsement hereon.

Conditions continued..../

4 Non-Contribution

If at the time any claim arises under this Policy there is or but for the existence of this Policy there would be any other insurance covering the same liability the Company shall not be liable under this Policy except in respect of any excess beyond the maximum amount which would be payable under such other insurance had this Policy not been effected.

5 Cancellation

The Company may cancel this Policy by giving thirty days' notice by recorded delivery letter to the Insured at his last known address. The Company shall make a return of the proportionate part of the premium in respect of the unexpired Period of the Policy subject to the retention by the Company of any Minimum Premium under this Policy or if the premium has been based wholly or partly on any estimates the premium shall be adjusted in accordance with Condition 6.

After the end of the 'cooling off period' as explained in the Key Facts document, the Insured may cancel this Policy but no return of premium will be payable by the Company.

6 Premium Adjustment

If the premium for this Policy has been based wholly or partly on any estimates given by the Insured the Insured shall keep an accurate record of all the relevant particulars and such record shall at all times be available for inspection by The Company. Within one month of the expiry of each Period of the Policy the Insured shall supply to The Company such particulars as The Company may require. The premium for such period shall then be adjusted and the difference paid by or allowed to the Insured subject to the retention by the Company of any Minimum Premium under this Policy.

7 Discharge of Liability

The Company may at any time pay to the Insured the amount of the Limit of Indemnity (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled and upon such payment the Company shall relinquish conduct and control of such claim or claims except for expenses of litigation recoverable and shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with its written consent in respect of matters prior to the date of such payment.

8 Disputes Clause

In case of any dispute between the Company and the Insured concerning this Policy, its validity or the interpretation of the terms, Conditions, limitations and/or Exclusions contained herein, there is a choice of law under this insurance but, unless otherwise agreed by the Company, the applicable law of this policy shall be English law.

The premium for this Policy has been calculated accordingly and no consideration has been paid in respect of sums payable as a result of interpretation outside the jurisdiction of such courts.

9 Several Liability

The subscribing Underwriters' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Underwriters are not responsible for the subscriptions of any co-subscribing underwriter who for any reason does not satisfy all or part of its obligations.

Conditions continued..../

10 Excess Clause

The Insured shall bear the amount of any excess stated in this Policy.

The Insured shall be liable for payment of the excess before the Company shall be liable to make any payment under this Policy, provided that the Company shall refund to the Insured any amount of the excess in full or in part should any claim be ultimately settled for any amount less than such excess.

For the purposes of this Policy the term "excess" shall mean the total amounts payable by the Insured in respect of damages (including costs and expenses).

DEFINITIONS

1 Injury means

- a) bodily injury and includes death, illness and disease
- b) other injury following any charge of wrongful arrest or malicious prosecution in respect of any allegation of theft or other improper conduct

2 Damage means physical damage and includes physical loss

3 Property means material property

4 The Business includes

- a) the ownership or occupation of premises by the Insured including incidental repair and maintenance;
- b) the provision of canteen social sports and welfare organisations for the benefit of Employees;
- c) fire, first aid and ambulance services;
- d) private work undertaken with the consent of the Insured by an Employee for a director partner or senior official of the Insured.

5 Territorial Limits means

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) Elsewhere in the World where directors, partners or Employees of the Insured who are normally resident in a) above are on a temporary non manual visit on the Business of the Insured.

6 Employee means

- a) any person who has entered into or works under a contract of service or apprenticeship with the Insured;
- b) any labour-master and/or person supplied by him;
- c) any person employed by a labour-only subcontractor;
- d) any self-employed person;
- e) any person who is hired to or borrowed by the Insured;

Definitions continued.../

- f) any driver or operator of plant hired to the Insured;
- g) any person who is engaged under a work experience or youth training scheme while working for the Insured in connection with the Business.

- 7 Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 8 Offshore** means from the time of embarkation by an Employee on to a conveyance at the point of departure to an offshore rig or offshore platform until disembarkation by the Employee from a conveyance onto land upon return from an offshore rig or offshore platform.
- 9 Goods** means any goods, products (including any container, label, instruction or advice supplied therewith), structures or contract works (including materials for incorporation therein).
- 10 "Gable" or "the Company"** means the insurer who has issued this policy to you, and their representatives from time to time (which may include their underwriting agents, their adjusters or solicitors and other professional advisers).

CLAIMS PROCEDURE

We provide a dedicated 24 hour Claims Handling Service to all our clients.

In the event of a claim, please contact our claim administrators:

Kudos Liability Adjusters Ltd

3000 Cathedral Hill

Guildford

GU2 7YB

Email: coastunderwriting@kudosadjusters.com

Telephone: 0333 2079040

COMPENSATION

Gable Insurance AG fall within the protection of the Financial Services Compensation Scheme and therefore Gable's Policyholders are entitled to the Scheme protection as a consequence. The Scheme provides compensation in case the company goes out of business or into liquidation and are unable to meet any valid claims under its policies.

The first £2,000 of a claim is protected in full. Above this the threshold, a minimum of 90% of the remainder of the claim will be met.

Further information can be obtained from us or the Financial Services Authority www.fscs.co.uk

COMPLAINTS PROCEDURE

If you have a complaint please contact your broker in the first instance. If the dispute remains unresolved please contact the insurer's underwriting agents Coast Underwriting Limited.

Tel: 0845 467 0949 or by email at info@coastunderwriting.com

- a) Coast Underwriting will acknowledge your complaint within five working days and advise you of the name and title of the person who is handling your complaint.
- b) We at Coast Underwriting will deal with your complaint as quickly as possible and aim to provide you with a formal response within twenty working days of receipt of the complaint.

If compensation or redress is appropriate we will provide details with our response. If we feel your complaint is not justified full reasons for our decision will be provided to you.

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

If you are not satisfied with the result of our internal complaints procedure we will give you our final response so that you can, if you wish, refer the matter to the insurer which is

Gable Insurance AG at their London offices situated in
34 Lime Street,
London
EC3M 7AT

Telephone 020 7337 7460.

Gable Insurance AG is regulated by the Financial Market Authority Liechtenstein,
Holy Cross 8, P.O. Box 684,
9490 Vaduz,
Principality of Liechtenstein