



# Footman James Wedding Hire Liability Insurance

Please read this insurance policy document carefully  
to make sure it meets your needs.

Keep this insurance policy document in a safe place.

FJ/ACB/CHLI/01/07/2022/V7405

Arranged by:  
Footman James, a trading name of  
Advisory Insurance Brokers Limited  
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Authorised and regulated by the Financial Conduct Authority.



**Footman  
James**  
We share your passion

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# Wedding Hire Liability Insurance

Your insurance policy is provided by Footman James on behalf of NIG Insurance.

Footman James is a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Advisory Insurance Brokers Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768. Any reference to 'we', 'us' and 'our' are to the insurer NIG.

**This is your Wedding Hire Liability insurance policy document. Read this booklet, the schedule and certificate of motor insurance carefully and keep them in a safe place.**

**If you have any questions about any of your Wedding Hire Motor insurance policy documents, contact your insurance broker, Footman James.**

Footman James are agents of your insurers.

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), or the Financial Conduct Authority can be contacted on 0800 111 6768.

The Prudential Regulation Authority website can be visited at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru), or the Prudential Regulation Authority can be contacted on 020 7601 4878.

## Cancellation

If this insurance does not meet your needs, you can cancel it within 14 days of receiving your documents or within 14 days of the start date of your policy, whichever is later.

Unless we have agreed otherwise with you, English law will govern this insurance.

## Complaints

If you have cause to complain, please phone Footman James on 0333 207 6000 or write to the Director at Footman James. You can find the address on the front page of your policy documents. Footman James will send you details of who will be dealing with your complaint. If you would like a copy of Footman James's complaints procedure, phone 0333 207 6000 or write to the address shown on the front of your policy documents.

If your complaint needs a response from us, Footman James will send us details of your complaint and give you our contact details. If you would like a copy of our complaints procedure, please write to us at the address shown in your certificate of insurance. Footman James can also give you our address and phone number.

If your complaint is regarding the terms and conditions of the policy or your claim, we will refer it to the provider of your insurance, NIG.

If your complaint is still outstanding with NIG you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,  
NIG, Churchill Court  
Westmoreland Road, Bromley BR1 1DP

Email: [complaints@nig-uk.com](mailto:complaints@nig-uk.com)

Your complaint will be acknowledged within 5 business days. If your complaint is not resolved within 4 weeks of receipt by us we will write to you and let you know what further action will be taken. A final response will be issued to you within 8 weeks of receipt of your complaint.

If you are not satisfied, you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR.

Phone: 0800 023 4567 (from landlines)  
or 0300 123 9123 (from mobiles)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

We must accept the Ombudsman's final decision but you are not bound by it and may take further action if you do not accept it.

Please note that you must contact the Financial Ombudsman service within six months (6) of the date of the final response letter you receive from NIG.

# Wedding Hire Liability Insurance

## Important

This policy and the sections referred to in the schedule shall be read together as one contract, and any word or expression to which a particular meaning has been given in the general definitions in this policy shall have that meaning wherever it appears in the policy or section respectively.

This document is a legally binding contract of insurance between you (the insured) and us (the insurer). The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission. We have agreed to insure you under the terms, conditions and exceptions contained in this booklet or in any endorsement applying to this booklet. The insurance provided by this document covers any liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium.

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Whoever you are contacting, please always quote your policy number as it will help your enquiry or complaint to be dealt with promptly.

## Employers' Liability Tracing Office

Certain information relating to Your Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant) will be provided to the Employers' Liability Tracing Office (the ELTO) and added to an electronic database (the Database).

This information will be made available in a specified and readily accessible form as required by the 'Employers' Liability Insurance: Disclosure By Insurers Instrument 2010'. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers (the Claimants):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your Policy data in this way and for these purposes.

# Use of Personal Data - Footman James

## All references to WE, US and OUR in this 'Use of personal data section' are to Footman James and Advisory Insurance Brokers Limited as the Data Controller

Footman James, a trading name of Advisory Insurance Brokers Limited is the Data Controller of the personal data (information) you provide to us. We may share your information within The Ardonagh Group. We will use your personal information to:

- assess and provide the products or services that you have requested
- communicate with you in relation to servicing and administering your product
- develop new products and services
- undertake statistical analysis to help us improve our services and products
- provide additional assistance for these products or services
- notify you of important changes to products and functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group, subject to relevant marketing regulations and permissions.

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices.

Further information is included in our Fair Processing Notice full details of which can be found here <https://www.footmanjames.co.uk/fair-processing-notice>. This gives you more information on who we are, the types of information we hold, how we use it, who we share it with, how long we keep it for and informs you of certain rights you have regarding your personal information. If you are unable to access this website, we can send the Fair Processing Notice to you at no cost.

In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to The Data Protection Officer, Ardonagh Advisory, Suite M, The Octagon, Colchester CO1 1TG, United Kingdom.

# Privacy Notice - NIG

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as "**customers**" or "**you**" in this notice.

## 1. Who "we" are

We are U K Insurance Limited ("**we**", "**us**" or "**our**") and you will know us by our brand name NIG.

## 2. What information do we collect about you?

### Information collected from you and cookies policy

Where we have collected information directly from you, rather than your broker, it will usually be obvious what this is, as you will have given it to us. This might not be the case, if you have visited our website, where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

### Information collected from others

We can collect information about you from others. This includes information from:

- **Your broker.** We will use the information collected by your broker and provided to us.
- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources such as no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

### Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application, e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder either directly or via your broker will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy, e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

## 3. What do we do with information we collect about you and why may we do this?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

### A Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 below);
- To administer your policy and monitor the payment of instalments if you pay us your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes);
- To discuss your policy with your broker and to provide them with details about your insurance policy, premium and claims history so that they can manage your policy with us; and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

## B Do what we are required to do by law

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

## C Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

## D Recover debt

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

## E Where your or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

## F To administer and improve our services

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost-effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

## 4. Who do we share your personal information with and why do we do it?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at [www.u-k-insurance.co.uk/group-companies.html](http://www.u-k-insurance.co.uk/group-companies.html). Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.
  - Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
  - Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
  - If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay us your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at [www.experian.co.uk/CRAIN](http://www.experian.co.uk/CRAIN). Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases, we may also deal with other people who call on your behalf, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.

- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g. we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.
- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

#### 5. Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

#### 6. How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However, there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

We will also retain data in an anonymous form for statistical and analytical purposes; for example, to assess risk of flood damage occurring.

#### 7. When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to allow computers to make decisions about you or in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

#### 8. What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

#### 9. When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;

We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

#### 10. How to contact us about this privacy notice

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.

**You may contact us at the address above for one or more of the following reasons:**

1. To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called "Right to be Forgotten").
2. To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.
3. A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley, BR1 1DP.
4. A "data portability" right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will

provide the information in a machine readable format so that another organisation's software can understand that information.

5. To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

### **Complaints**

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("ICO"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

NIG policies are underwritten by U K Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales No 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Calls may be recorded.



# Definitions

## Definitions

### Accidental bodily injury

Death, injury, illness, disease or shock.

### Act of terrorism

Any act or acts of any person or persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence and/or the threat thereof, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

### Asbestos

The person named as 'the insured' in the schedule and as 'the policyholder' in any certificate of motor insurance or renewal notice applying to this insurance.

### Business

The business as stated in the schedule and including:

- a) provision and management of catering, sports, social, educational, training and welfare facilities for the benefit of employees and first aid, fire, medical, security and ambulance services;
- b) ownership, maintenance and repair of premises or land occupied by you in connection with the business;
- c) repair or maintenance of vehicles or plant owned or used by you;
- d) participation as an exhibitor at trade shows or exhibitions;
- e) private duties undertaken by an employee for you or, with your consent, for any of your directors, partners, officials or employees.

### Certificate of Employers' Liability insurance

The document that is legal evidence of your Employers' Liability insurance as required by law and which forms part of this insurance and which must be read with this document.

### Employee

- a. any person under a contract of service or apprenticeship with you or with some other employer and who is supplied to or hired to or borrowed by you
- b. any labour master or labour only sub-contractor or any person supplied by them
- c. any self employed person or voluntary helper performing work of a kind ordinarily performed under a contract of service or apprenticeship with you provided that such work is under your immediate supervision and control
- d. any person who is engaged under a Government or otherwise authorised work experience, training, study, exchange or similar scheme whilst engaged in work in connection with your business.

### Endorsement

A change in the terms of this insurance, which is printed on, or issued with, the schedule or a revised schedule.

### Excess

A contribution by you towards the cost of a claim under this insurance.

### Period of insurance

- a. The period beginning with the effective date and ending with the expiry date (both stated in the new business schedule or latest effective renewal schedule as applicable); and
- b. any subsequent period, for which you shall pay and we shall agree to accept your premium.

### Pollution or Contamination

All pollution or contamination of buildings or other structures or of water or land or the atmosphere, and all loss or damage or injury directly or indirectly caused by such pollution or contamination.

### Products

Goods, including containers, packaging, labelling and instructions for use, sold, supplied, processed, delivered, installed, tested, repaired, serviced, altered, treated or hired out by you in connection with the business and no longer in your possession or control.

### Schedule

The document showing the policy number, the insured, the period of insurance, the premium and other relevant information, which forms part of the contract of insurance.

### Territorial Limits

- a. Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- b. Any member country of the European Union for work undertaken by you or by any of your directors, partners or employees normally resident in a) above.

### We, Our, Us

U K Insurance Limited trading as NIG and/or such other authorised insurer as U K Insurance Limited may contract to underwrite any part of this policy.

### You, Your

The person named as 'the insured' in the schedule, or as 'the policyholder' on any renewal notice applying to this insurance.

# Section 1 - Employers' Liability

## Cover

We will indemnify you against all amounts that you shall become legally liable to pay as damages in respect of accidental bodily injury to any employee if such injury arises out of and in the course of his employment by you in the business and occurs

- a) during the period of insurance; and
- b) within the territorial limits.

## Additional cover

The cover under this section is extended to include the following:

## Court Attendance Costs

If we request any of the following persons to attend court as a witness in connection with a claim under this Section, we will compensate you at the specified rate of each day attendance is required:

- a. you or any of your directors £150
- b. any of your employees £100

## Cross Liabilities

Where there is more than one party named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that our maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

## Health and Safety at Work

We will indemnify you and, at your request, any of your directors, partners of employees against legal costs and expenses incurred, with our written consent, in the defence of any criminal proceeding brought in respect of a breach of the Health and Safety at Work etc. Act 1974, or the Health and Safety (Northern Ireland) Order 1978, committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with our written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a. fines and penalties of any kind
- b. legal costs and expenses where an indemnity is provided by any other insurance
- c. proceedings arising out of any deliberate act or omission by you
- d. more than £10,000 in any one period of insurance

## Indemnity to Other Persons

We will indemnify at your request:

- a. any of your directors, partners and employees;
- b. any officer, committee member or other person employed by your catering, social, sports, educational, training or welfare organisations or first-aid, medical ambulance, fire or security services;
- c. any director, partner or official for whom, with your consent, an employee is undertaking private work;
- d. any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by you for the performance of work;
- e. the owner of plant hired in by you, but only to the extent of the conditions of hire;
- f. any legal representative of any of the above in the event of their death against legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) we will retain the sole conduct and control of any claim
- iv) our maximum liability in the aggregate for damages to you and any such persons shall not exceed the Limit of liability.

## Limit of liability

Our liability in respect of

- a. accidental bodily injury to employees;
- b. all legal costs recoverable from you by any claimant;
- c. any other costs and expenses of litigation incurred with our written consent;
- d. solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry;
- e. the costs incurred, with our written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy; arising out of and in the course of employment in the business will not exceed:
  - i) £5,000,000 any one claim or in the aggregate in respect of a series of such claims arising out of any one original cause as regards bodily injury which is directly or indirectly caused by, contributed to by, results from or arises out of or in connection with any act of terrorism or any action taken in controlling, preventing, suppressing, retaliating against responding to or in any way relating to any act of terrorism
  - ii) the amount stated in the schedule as regards any other bodily injury in respect of any one claim against you or series of claims against you arising out of one cause.

## Special exclusions

We will not be liable under this section in respect of:

1. Liability arising from and or caused by any processes or work in connection with any of the following
  - a. asbestos
  - b. offshore installations, oil or gas rigs

**Definition and interpretation** - for the purposes of this Special exclusion only

**Offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig

It is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.

2. Liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
3. Any liability arising in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
4. Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except in respect of Terrorism to the extent stated in e) i) of the Limit of liability applicable to this section.

For the purpose of this exclusion –

War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War

Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

In any action suit or other proceedings where we allege that by reason of this exclusion as far as it relates to Terrorism any loss, destruction, damage or resulting loss or expense or consequential loss is not covered by this insurance the burden shall be upon you to prove that such loss, destruction, damage or resulting loss expense or consequential loss is covered.

5. Any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability 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; or
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

As far as this exclusion concerns bodily injury caused to any of your employees, provided that such bodily injury arises out of and in the course of employment or engagement of such person by you, this exclusion shall only apply in respect of

    - i) the liability of any principal; or
    - ii) liability assumed by you under agreement and which would not have attached in the absence of such agreement.
6. Damages for bodily injury unless the action is brought against you in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Special conditions

1. The indemnity granted includes protection to you as required by any law relating to compulsory insurance of the employer's legal liability to his employees whilst employed in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but you shall repay to us all sums paid by us which we would not have been liable to pay but for the provisions of such law.
2. If this policy or this section is cancelled then any Certificate of Employers' Liability issued by us is deemed to be cancelled at the same time, and you must return it to us within seven days.

# Section 2 - Public Liability

## Cover

We will indemnify you against all amounts that you shall become legally liable to pay as damages for:

- a. accidental bodily injury to any person;
- b. accidental loss or destruction of or accidental damage to material property
- c. accidental obstruction, accidental trespass or accidental nuisance resulting in interference with or loss of enjoyment of material property happening in connection with the business and occurring:
  - i) during the period of insurance
  - ii) within the territorial limits.

## Additional cover

The cover under this section is extended to include the following

## Court Attendance Costs

If we request any of the following persons to attend court as a witness in connection with a claim under this Section, we will compensate you at the specified rate of each day attendance is required:

- a. you or any of your directors £150
- b. any of your employees £100

## Cross Liabilities

Where there is more than one party named as the insured in the schedule this section shall apply separately to each named person as if each is insured by a separate policy, provided always that our maximum liability in the aggregate for damages to all parties insured shall not exceed the Limit of liability.

## Health and Safety at Work

We will indemnify you and, at your request, any of your directors, partners or employees against legal costs and expenses incurred, with our 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 (Northern Ireland) Order 1978, committed or alleged to have been committed during the period of insurance, including legal costs and expenses incurred with our written consent in an appeal against conviction arising from such proceedings.

We will not be liable for

- a. any fines and penalties of any kind
- b. any legal costs and expenses where an indemnity is provided by any other insurance
- c. any proceedings arising out of any deliberate act or omission by you
- d. any more than £10,000 in any one period of insurance

## Indemnity to Other Persons

We will indemnify at your request:

- a. any of your directors, partners and employees;
- b. any officer, committee member or other person employed by your catering, social, sports, educational, training or welfare organisations or first-aid, medical ambulance, fire or security services;
- c. any director, partner or official for whom, with your consent, an employee is undertaking private work;
- d. any principal or public or local authority as far as is necessary to meet the requirements of any contract or agreement entered into by you for the performance of work;
- e. the owner of plant hired in by you, but only to the extent of the conditions of hire;
- f. any legal representative of any of the above in the event of their death against legal liability in respect of which you would have been entitled to indemnity under this policy if the claim had been made against you.

Provided that

- i) any person indemnified is not entitled to indemnity under any other insurance
- ii) any person indemnified shall observe, fulfil and be subject to the terms and conditions of the policy as far as they can apply
- iii) we will retain the sole conduct and control of any claim
- iv) our maximum liability in the aggregate for damages to you and any such persons shall not exceed the limit of liability.

## Limit of liability

Our liability in respect of damages for any occurrence giving rise to any one claim against you or series of claims against you arising out of one cause will not exceed the amount stated in the schedule.

We will also pay

- a. all legal costs recoverable from you by any claimant
- b. any other costs and expenses of litigation incurred with our written consent
- c. solicitors' and counsels' fees for legal representation at any coroner's inquest or fatal accident inquiry
- d. the costs incurred, with our written consent, for defending in a Court of Summary Jurisdiction any proceedings arising out of any alleged breach of statutory duty in respect of any cause which may be the subject of indemnity under this section of the policy.

## Special Exclusions

We will not be liable under this section in respect of:

1. Bodily injury to any employee arising out of and in the course of his employment by you in the business
2. a. loss or destruction of or damage to property  
b. bodily injury sustained by any person arising from the ownership, possession or use by you or on your behalf of
  - i) any aircraft, aerospace device, hovercraft or watercraft other than hand propelled watercraft and other watercraft not exceeding eight metres in length
  - ii) any lift, elevator, hoist, crane, steam boiler or other apparatus operating under steam pressure, for which a statutory inspection certificate is required but which is not in force
  - iii) any mechanically propelled vehicle or plant or trailer attached thereto in circumstances in respect of which insurance or security is necessary to meet the requirements of road traffic legislation
3. Loss or destruction of or damage to:
  - a. property owned by or leased, hired or rented to you
  - b. property belonging to or held in trust by or in the custody of or under the control of you or any of your directors, partners or employees other than
    - i) personal property of directors, partners or employees
    - ii) the property of customers or visitors temporarily on or about the premises, but excluding all property undergoing or awaiting testing, repair, servicing, alteration, maintenance, cleaning or inspection
4. Liability which attaches solely under the terms of any contract or agreement if such liability would not have attached in the absence of such contract or agreement
5. Liability arising from or caused by
  - a. breach of professional duty
  - b. the provision of advice or any plan, design, formula or specification given separately for a fee
  - c. any diagnosis, treatment (other than first aid treatment), therapy, medical advice, aerobic or other fitness related instruction given or performed or administration of drugs or medicines
6. Liability arising from and or caused by any processes or work in connection with any of the following:
  - a. asbestos
  - b. offshore installations, oil or gas rigs  
**Definition and interpretation** - for the purposes of this Special exclusion only  
**Offshore installation** means any platform or rig or any aircraft or vessel servicing a platform or rig  
It is understood that any person is deemed to be 'offshore' as from the time when they embark onto a conveyance at the point of final departure to an offshore installation and that any person shall continue to be deemed 'offshore' until such time as they disembark from any conveyance onto land upon their return from an offshore installation.
  - c. work airside
7. Bodily injury or loss or destruction of or damage to property caused by products (other than food or drink for consumption on your premises by any of your directors, partners, employees, or visitors)
8. Loss or destruction of or damage to products nor the cost of making good or recalling such products
9. Liability arising directly or indirectly out of exposure to or inhalation of, or fears of the consequence of exposure to, or inhalation of asbestos
10. The cost of cleaning up or removal of or damage to property arising out of any asbestos

11. Liability directly or indirectly caused by or arising from pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected event which occurs in its entirety at a specific time and place during the period of insurance provided that:
  - a. all pollution or contamination arising out of such event will be deemed to be one occurrence irrespective of the length of time or number of periods of insurance over which such pollution or contamination occurs
  - b. our liability for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance will not exceed the amount stated in the schedule as the Limit of liability to this section
12. Legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War, Government Action or Terrorism (including any action taken in controlling, preventing or suppressing Terrorism)  
For the purpose of this exclusion –
  - War shall mean war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to popular rising, military rising, insurrection, rebellion, revolution, or military or usurped power
  - Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to War
  - Terrorism shall mean acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto
  - In any action suit or other proceedings where we allege that by reason of this exclusion as far as it relates to Terrorism any loss, destruction, damage or resulting loss or expense or consequential loss is not covered by this insurance the burden shall be upon you to prove that such loss, destruction, damage or resulting loss expense or consequential loss is covered.
13. loss, destruction or damage, to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any other costs either directly or indirectly caused by such loss, destruction or damage, or any legal 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; or
  - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
14. Fines, penalties or liquidated, punitive or exemplary damages.
15. The amount of the excess stated in the schedule for each claim in respect of loss or destruction of or damage to property.
16. Damages for bodily injury or loss or destruction of or damage to property unless the action is brought against you in a Court of Law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
17. Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000
  - a. correctly to recognise any date as its true calendar date
  - b. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
  - c. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date.

# Conditions applying to section 1 - Employers' liability and Section 2 - Public liability

## 1. Fair Presentation of the Risk

- a. You have a duty to make to us a fair presentation of the risk before:
    - i) the inception of this policy;
    - ii) an alteration made to this policy, concerning changes in the risk which are relevant to the proposed alteration; and
    - iii) the renewal of this policy; and
  - b. In the event of a breach of such duty, if the breach is:
    - i) deliberate or reckless, we may:
      - a. in relation to an alteration made to this policy, (notwithstanding the references to notice period and the refunding of premiums in Condition 11 below) by notice to you in writing at your last known address treat this policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
      - b. in relation to the inception or renewal of this policy, avoid this policy and refuse all claims and retain any premiums paid;
    - ii) neither deliberate nor reckless and we would not have:
      - a. in relation to an alteration made to this policy, agreed to the alteration on any terms, we may treat this policy as if the alteration was never made, but in that event we:
        - i) will return any extra premium paid; or
        - ii) may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
      - b. entered into this policy on any terms, we may avoid this policy and refuse all claims but will return any premiums paid; or
    - iii) neither deliberate nor reckless and we:
      - a. would have entered into this policy or agreed to the alteration made to this policy, but on different terms (other than terms relating to the premium), this policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if we so require; and
      - b. in respect of an alteration made to this policy:
        - i) would have agreed to the alteration, but would have charged an increased premium by more than we did or (in the case of an unchanged premium) would have increased the premium, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that we would have charged;
        - ii) (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and we would have increased the premium, would not have reduced the premium, or would have reduced it by less than we did, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if we would not have changed it, and otherwise the increased or (as the case may be) reduced total premium we would have charged.
- c. would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

## 2. Condition precedent

Every condition precedent to which this policy or any section or item thereof is, or may be, made subject shall, from the time the condition precedent attaches, apply and continue to be in force during the whole currency of this policy. Non-compliance with any such condition precedent shall be a bar to any claim under the relevant section(s) of this policy, where the subject matter of the claim was caused by the non-compliance or to the extent that it was increased by the non-compliance.



### **3. Change of risk or interest**

- a. It is a condition precedent to our liability that you shall immediately notify us if any alteration be made either in the business or in any other circumstances whereby the risk is increased other than in accordance with Condition 1 above, at any time after the effective date (as stated in the schedule) of the period of insurance.
- b. This policy shall cease to be in force if:
  - i) your interest in the business ends, other than by death; or
  - ii) the business is to be wound up or carried on by a liquidator or receiver or permanently discontinued, at any time after the effective date (as stated in the schedule) of the period of insurance, unless its continuance be agreed by us.

### **4. Action by you**

After any loss, damage or accident you must give Footman James full details, in writing, as soon as possible. You must not make any admission of liability, or promise to make any payment, in connection with any accident unless we agree in writing. You must let Footman James or us know if any person makes a claim against you, or if you become aware of any prosecution, inquest or fatal accident inquiry concerning an accident to which this insurance might apply, and every letter, claim, writ or other document relating to the accident or to any prosecution or proceedings must be sent to Footman James immediately rather than being replied to. You must give all evidence, information and assistance as may be required.

### **5. Contracts (Rights of Third Parties) Acts 1999**

No person, persons, company or other party who is not named as the insured in this policy shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms or conditions of this policy. This shall not affect any rights that may otherwise be available.

### **6. Indemnity to others**

In the event of your death we will, in respect of liability incurred by you, protect your personal representatives in the terms of and subject to the limitations of this policy, provided that your personal representatives observe, fulfil and be subject to the terms and conditions of this policy as far as they can apply.

### **7. Fraudulent claims**

In the event of any claim under the policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain benefit under this policy, we:

- a. shall not be liable to pay the claim;
- b. may recover from you any sums paid by us to you in respect of the claim; and
- c. may (notwithstanding the references to notice period and the refunding of premiums in Condition 11 below) by notice to you in writing at your last known address treat this policy as having been cancelled with effect from the time of the fraudulent act and may:
  - i) refuse all liability to you under this policy in respect of any loss, destruction or damage occurring after the time of the fraudulent act; and
  - ii) retain any premiums paid under this policy.

### **8. Reasonable precautions**

It is a condition precedent to our liability that you must:

- a. take all reasonable steps to prevent or minimise loss, destruction, damage, accident or bodily injury;
- b. maintain the business premises, machinery, equipment and furnishings in a good state of repair;
- c. exercise care in the selection and supervision of employees; and
- d. comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

### **9. Other insurances**

If when you incur any liability which is covered by this policy there is any other insurance covering the same liability, we will only be responsible for a rateable proportion of the claim.

### **10. Our Rights**

When a claim has occurred we shall have the right to conduct, control and settle any proceedings, and to take proceedings in your name at our own cost and for our own benefit to recover what we have paid from a third party. We may at any time pay you the amount for which any claim or claims against you can be settled, and after we have done that we shall have no further involvement in negotiations or actions in connection with that claim or those claims, and shall not have to pay you any further amount other than costs or expenses that were due before the date of our payment.

### **11. Our Cancellation Rights**

We or Footman James may cancel this insurance by sending seven days' notice, by recorded delivery, to your last known address. If you have not made a claim and will not be making a claim we will refund the part of your premium that applies to the remaining period of the insurance. Footman James will charge a cancellation fee. Please see the Footman James' Notice to Clients document for details of those charges.

## **12. Your Cancellation Rights**

- i) This policy may be cancelled by you within 14 days of receipt of this policy (this is known as the "cooling off" period). If you elect to cancel within this period you must return all policy documentation to Footman James who must return such documentation to us and we will refund the full amount of premium paid by you. If a claim has been made or an incident notified to us that could give rise to a claim during the "cooling off" period, this policy will be treated by us as in force and no refund of premium will be made.
- ii) If you elect to cancel this policy after the "cooling off" period has expired but still during any period of insurance, you must notify Footman James by phone or in writing. You will not be entitled to any refund of premium.

## **13. Choice of Law**

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We and Footman James have supplied this insurance contract and other information to you in English and we will continue to communicate with you in English.

## **14. Instalments**

Notwithstanding Condition 11 above, where the premium under this policy is payable by instalments, we may cancel the policy by giving 7 days' notice at your last known address, and you shall immediately return to us any effective Certificates of Employers' Liability insurance.





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