

COMMERCIAL CASUALTY POLICY



Here is your new Insurance Policy. Please examine it, together with The Schedule. Please make sure that it is correct and provides the agreed cover. If it is incorrect, please tell us and return it to us immediately.

Indemnity Agreement

Liberty Mutual Insurance Europe SE (hereinafter referred to as the Company) in consideration of the Insured having paid or agreed to pay the premium, will, subject to the terms, Exceptions, Conditions, Endorsements, and Limit of Indemnity of this Policy, and after application of the Self-Insured Retention, indemnify the Insured against all sums that the Insured shall become legally liable to pay as stated in any operative Section of this Policy, which arises in connection with the Business.

Basis of Contract

The Company agrees, with effect from inception, that notwithstanding any other term of this Policy, any provision in this contract of insurance or any other document to the effect that a statement or statements made by or on behalf of the Insured (including but not limited to statements made in proposals for insurance) form part of or are the basis of the contract of insurance shall be of no effect.

Warranty and Condition Precedent Limitation

No provision in this Policy shall be construed as a condition precedent or warranty unless it is expressly and individually stated to be a condition precedent or warranty.

The Company shall not rely on, or assert any breach of warranty as grounds for the Company to be discharged from any liability other than where the warranty was given fraudulently.

Signed on behalf of the Company

Philip Hobbs
Deputy Managing Director
Liberty Mutual Insurance Europe SE

Liberty Mutual Insurance Europe SE
Registered Office: 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg
Registered in Luxembourg
Registered Number: B232280



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DEFENCE COSTS

The Company will, subject to the Self-Insured Retention, also pay:

- A. All other costs and expenses incurred with the Company's written consent in respect of any Event that may be the subject of indemnity under this Policy.
- B. Solicitor's fees incurred with the Company's written consent for representation of the Insured at:
 - (i) any coroner's inquest or fatal accident inquiry in respect of any death; or
 - (ii) proceedings in any court of summary jurisdiction, arising out of any alleged breach of statutory duty resulting in Bodily Injury or loss of, or damage to, Property;

which may be the subject of indemnity under this Policy.

Payments stated in A and B above shall be payable in addition to the Limit of Indemnity, except where such payments are made in connection with legal proceedings that are or may be subject to the jurisdiction of the United States of America and/or Canada and/or their respective possessions or protectorates, where the Limit of Indemnity shall be inclusive of all payments.

GENERAL DEFINITIONS

1. **Insured** shall mean the party stated in The Schedule and at the request of the Insured:
 - (i) any director, partner, or Employee of the Insured, while acting on behalf of, or in the course of his employment or engagement by, the Insured, in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (ii) any former director or partner of the Insured in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (iii) any officer, committee member, voluntary helper or Employee, of the Insured's canteen, social, sports, or welfare organisation, or security, rescue, fire, first aid, or ambulance services, in their respective capacities as such;
 - (iv) any medical organisation of the Insured other than doctors or dentists, in respect of liability for which the Insured would have been entitled to an indemnity under this Policy if the claim had been made against the Insured;
 - (v) any director, partner, or senior official, of the Insured, in respect of private manual work, carried out by any Employee of the Insured for any such person, with the consent of the Insured;
 - (vi) any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Insured;
 - (vii) any first aider of the Insured whilst administering first aid in a private capacity provided always that the first aider is not entitled to an indemnity under any other policy and that so far as practical the terms and conditions of this Policy have been complied with.
2. **Business** is as described in The Schedule and shall also include:
 - (a) the ownership, including repair, maintenance, or use, of premises;

Further, in the event of the death of the Insured; the personal representatives of the Insured in respect of liability incurred by the Insured.

- (b) the provision and management of canteen, social, sports, and welfare organisations, for the benefit of the Insured's Employees;
- (c) the provision and management of security, fire, first aid, and ambulance services;
- (d) private manual work, carried out with the consent of the Insured, for any director, partner, or senior official, of the Insured, by any Employee.
- (e) the employment of sub-contractors;
- (f) organisation of, or attendance at, trade fairs, exhibitions, and conferences;
- (g) the provision of charitable and fundraising activities;
- (h) the provision of sponsorship gifts and promotional material;
- (i) the provision of childcare facilities;
- (j) the provision of medical facilities including first aid, ambulance, doctors, dentists, and nurses;
- (k) the repair or servicing of vehicles owned by, or leased, hired, or on loan, to the Insured;
- (l) the sale of own property.
3. **Bodily Injury** shall mean death, injury, illness, or disease; and injury may also include nervous shock, mental anguish, and mental illness.
4. **Personal Injury** shall mean Bodily Injury, and related wrongful arrest, detention, imprisonment, or eviction, of any person, and wrongful accusation of shoplifting.
5. **Property** shall mean tangible property, except in Section 2 where it includes rights of light, air, and water but, for the avoidance of doubt, shall not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.
6. **Employee** shall mean:
- (a) any person under a contract of service or apprenticeship with the Insured;
- (b) (i) any labour master or labour only sub-contractor or person supplied by any of them;
- (ii) any self-employed person;
- (iii) any person under a contract of service or apprenticeship with another employer, and who is hired to, or borrowed by, the Insured including drivers or operators of hired plant, persons on secondment to or from the Insured;
- (iv) any person participating in any Government, or otherwise authorised work experience, training, study, exchange, or similar scheme;
- (v) any voluntary persons;
- (vi) any person supplied to the Insured under a contract or agreement, or in the absence of such contract or agreement liability shall attach if deemed to be so by law, for the duration of such contract or agreement;
- (vii) any person working under the Community Offender Act 1978, the Community Offenders (Scotland) Act 1979, or similar legislation;
- (viii) any prospective employees being assessed by the Insured as to their suitability for employment;
- while engaged in work for the Insured in connection with the Business;
- and where the Insured requests:
- (ix) any outworkers or homeworkers employed under contracts to personally execute any work in connection with the Business whilst they are engaged in that work;
- (x) any former employees re-hired on a consultancy basis whilst they are engaged in work in connection with the Business.
7. **Product** shall mean any product or goods (including packaging, containers, labelling, instructions, or advice, provided in connection therewith):
- (a) manufactured, sold, supplied, distributed, by or on behalf of, the Insured;
- (b) erected, repaired, serviced, altered, treated, installed, or incorporated into any other product by the Insured;
- in the course of the Business, and which have left the care, custody, or control, of the Insured.
8. **Pollution Hazard** shall mean:
- (a) actual, alleged, or threatened:



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- (i) ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to, Pollutants;
- (ii) subsequent spread, migration, or movement of Pollutants following (i) above;
- (b) the costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, Pollutants and their effects, whether or not these are performed by the Insured or third parties.
9. **Pollutants** shall mean any solid, liquid, gaseous, or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, toxic waste, or other substances or contaminants; which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures, or people, animals, plants, and all other living organisms, or the general environment, other than legionella bacteria.
10. **Offshore** shall mean from the time of embarkation by an Employee onto a conveyance at the point of final departure, to either an offshore installation or vessel, until disembarkation by an Employee from a conveyance onto land upon return from either an offshore installation or vessel.
11. **Event** shall mean any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause.
12. **Limit of Indemnity** shall mean the total liability of the Company for all amounts payable in accordance with the Indemnity Agreement, and shall not exceed the amount(s) stated in The Schedule.
13. **Self-Insured Retention** shall mean the amount stated in The Schedule, which shall be payable by the Insured for each claim or Event in respect of all damages, claimant's costs, and defence costs and expenses, before the Company shall be liable to make any payment under this Policy.
14. **Terrorism** shall mean any action, threat of action, or attempt at action, by any individual(s) or group(s) of individuals or body or organisation(s), whether acting alone, on behalf of, or in concert with any other body, organisation, or government, where such action, threat, or attempt is designed to influence, intimidate, or coerce, any government or international governmental organisation or the population or any section of the population, or any community, and the action, threat, or attempt, is made for the purpose of advancing a political, religious, or ideological cause.
- Terrorism** includes but shall not be limited to:
- (i) the use of violence against any person;
- (ii) the causing of loss of, or damage to, Property;
- (iii) acts which endanger a person's life;
- (iv) acts involving the use of biological or chemical materials or weapons, or any nuclear device, nuclear material, or radioactive substance;
- (v) acts which create a risk to the health of an individual, the public, or any section of the public;
- (vi) acts designed or intended to interfere with, disrupt, or cause the malfunction of, any electronic or mechanical equipment.
15. **Geographical Limits** shall mean:
- (a) Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or, in connection with offshore installations, within the Continental Shelf around those countries.
- (b) elsewhere in the World, but only in connection with the Business carried on by the Insured at or from any premises situated in any of the countries specified in (a) above.
- (c) the United States of America and/or Canada and/or their respective possessions or protectorates arising out of temporary visits in connection with the Business by directors or non-manual Employees ordinarily resident in any of the countries specified in (a) above.



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SECTION 1 – EMPLOYERS’ LIABILITY

This Section shall cover, in accordance with the Indemnity Agreement, Bodily Injury to any Employee arising out of and in the course of his employment or engagement by the Insured, and caused during the Period of Insurance:

- (a) in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, or, in connection with offshore installations, within the Continental Shelf around those countries;
- (b) whilst temporarily outside the countries named in (a), provided that such Employee is ordinarily resident in any of the aforesaid countries.

RIGHTS OF RECOVERY

The indemnity provided under this Section is deemed to be in accordance with such provision as any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man, may require but the Insured shall repay to the Company all sums paid by the Company, which the Company would not have been liable to pay but for the provisions of such law.

UNSATISFIED COURT JUDGEMENT EXTENSION

In the event that a judgement for damages against a third party is, in the first instance, obtained:

- (a) from, or under the jurisdiction of, any court in the World, excluding the United States of America and/or Canada and/or their respective possessions or protectorates; and
- (b) by an Employee, or the personal representative(s) of an Employee; and
- (c) which is in respect of Bodily Injury, caused during the Period of Insurance and in the course of the Employee’s employment or engagement by the Insured; and
- (d) which remains unsatisfied in whole or in part six months after the date of such judgement;

then, at the request of the Insured, the Company will pay to the Employee, or the personal representative(s) of the Employee, the amount of any damages or awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding;
- (b) the Company shall be entitled to take over, and prosecute for its own benefit, any claim against any other person, and the Insured, the Employee, or the personal representative(s) of the Employee, shall give all information and assistance required by the Company.

EXCEPTIONS APPLICABLE TO SECTION 1 ONLY

The Company shall not indemnify the Insured under this Section against liability:

- 1. in respect of which compulsory insurance or security is required to be arranged by the Insured under the Road Traffic Act 1988, or the Road Traffic (Northern Ireland) Order 1981, or any subsequent legislation amending or replacing such Act or Order;
- 2. that arises from visits, or work, Offshore;
- 3. for sums in excess of the Sub-limit stated in The Schedule arising from Terrorism.



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SECTION 2 – PUBLIC LIABILITY

This Section shall cover in accordance with the Indemnity Agreement:

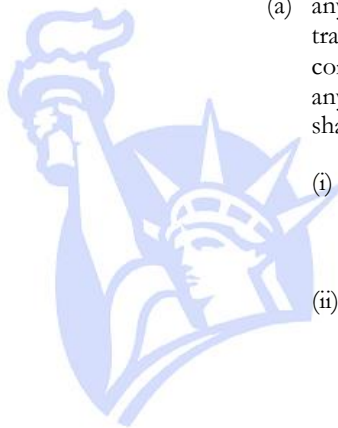
- A. accidental Personal Injury to any person;
- B. accidental loss of, or damage to, Property;
- C. accidental obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or water;

occurring during the Period of Insurance anywhere within the Geographical Limits.

EXCEPTIONS APPLICABLE TO SECTION 2 ONLY

The Company shall not indemnify the Insured under this Section against liability:

1. for loss of, or damage to, Property belonging to, or in the care, custody, or control, of the Insured other than:
 - (a) Employees' or visitors' personal effects;
 - (b) any premises (including contents), not being premises leased or rented to the Insured, which are temporarily occupied by the Insured for the purpose of carrying out work in or to such premises.
 2. arising from the ownership, possession, or use by or on behalf of the Insured or an employee of the Insured, of:
 - (a) any mechanically propelled vehicle or attached trailer, whilst in use in circumstances where compulsory insurance or security is required by any road traffic legislation, but this exception shall not apply to liability caused by:
 - (i) the loading or unloading of any such vehicle or trailer, arising beyond the limits of any carriageway or thoroughfare;
 - (ii) any self propelled mechanical plant, or any machinery or apparatus attached to any other vehicle, whilst used as a tool of trade, other than in circumstances where such liability is governed by any road traffic legislation requiring compulsory insurance or security.
 - (b) any aircraft or other aerial device, hovercraft, watercraft, or offshore installation but this exception shall not apply to liability caused by:
 - (i) hand propelled watercraft or sailing craft not exceeding 8 metres in length; or
 - (ii) watercraft not exceeding 25 metres in length, not owned by the Insured but used by the Insured for business entertainment purposes, with the exception of racing or trials;
- provided always that the Insured is not entitled to an indemnity under any other policy.
3. arising from any Product, other than food or drink provided for consumption on the Insured's premises.





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EXTENSIONS APPLICABLE TO SECTION 2 ONLY

1. Defective Premises Act

The indemnity provided under this Section shall extend to include liability attaching to the Insured by virtue of 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 or owned by the Insured in connection with the Business.

Provided that the Company shall not be liable for the cost of remedying any defect, or alleged defect, in such premises.

2. Damage to leased or rented premises

Notwithstanding Exception 1 to this Section the indemnity provided under this Section shall extend to include liability for accidental loss of, or damage to, premises (including fixtures or fittings) leased or hired by, or rented to, the Insured under a contract or agreement, but this extension shall not apply to liability:

- (a) assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
- (b) for fire or any other peril against the extent to which such contract or agreement requires that insurance is effected;
- (c) arising out of breach of any term, condition, or warranty, under any other applicable insurance policy.

3. Contingent Non-Owned Motor Vehicle

Notwithstanding Exception 2 (a) to this Section the Company will indemnify the Insured in respect of liability for Bodily Injury, or loss of, or damage to, Property, arising out of the use of any mechanically propelled vehicle or attached trailer, used in connection with the Business, which is not the property of or provided by the Insured or any subsidiary companies.

Provided always that the Company shall not be liable for:

- (a) loss of, or damage to, any such mechanically propelled vehicle, attached trailer, or to Property contained therein or thereon;

- (b) Bodily Injury, loss of, or damage to, Property resulting while such vehicle is being:
 - (i) driven by the Insured;
 - (ii) driven with the consent of the Insured, or of its representative, by any person who, to the knowledge of the Insured or of such representative, does not hold a licence to drive such vehicle; unless such person has held and is not disqualified from holding or obtaining such a licence;
 - (iii) used in circumstances in which it is compulsory for the Insured to insure or provide security as a requirement of any road traffic legislation;
 - (iv) used outside Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.



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SECTION 3 – PRODUCTS LIABILITY

This section shall cover in accordance with the Indemnity Agreement:

A. accidental Bodily Injury to any person;

B. accidental loss of, or damage to, Property;

caused by any Product of the Insured during the Period of Insurance happening anywhere within the Geographical Limits.

EXCEPTION APPLICABLE TO SECTION 3 ONLY

The Company shall not indemnify the Insured under this Section against liability arising from any Product that is used on, or incorporated into or onto, any aircraft or aerial device, or is used to control the navigation or safety of any aircraft or aerial device.





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GENERAL POLICY EXCEPTIONS

EXCEPTIONS APPLICABLE TO SECTIONS 2 AND 3 ONLY

The Company shall not indemnify the Insured under Sections 2 and 3 against liability:

War and Terrorism

1. arising directly or indirectly in consequence of, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, sabotage, Terrorism, military or usurped power, confiscation or requisition by any competent authority, or nationalisation.

Employee

2. for Bodily Injury sustained by an Employee, which arises out of and/or in the course of his employment or engagement by the Insured.

Pollution

3. arising directly or indirectly from any Pollution Hazard arising:
 - (a) in the United States of America and/or Canada and/or their respective possessions or protectorates;
 - (b) elsewhere in the World, other than in those countries or territories referred to in (a) above, except where the Pollution Hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the Period of Insurance.

For the avoidance of doubt, the indemnity granted under (b) above includes costs incurred in Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man by:

- (i) a government agency or regulatory body itself carrying out the actions emanating from (b)
- and /or
- (ii) the Insured itself where such work is required or would have been required by a government agency or regulatory body.

Contractual Liability

4. that is assumed by the Insured under a contract or agreement, and:
 - (a) arises under any penalty clause or in respect of fines or liquidated damages;or
 - (b) arises out of the sole negligence of third parties other than principals or managing agents;unless such liability would have attached to the Insured in the absence of the said contract or agreement.

Professional Services

5. arising out of any act, error, or omission, in the provision for a fee of any advice, design services, instructions, or specification, but this Exception shall not apply to first aid activities.

Recall

6. arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any Product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

Fines Penalties and Punitive

7. for fines, penalties, punitive damages, or exemplary damages.

Asbestos

8. arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of asbestos, or other materials, which the Insured knows, or has reason to suspect, contains asbestos.

Heat

9. arising out of the use of any heat or naked flame whilst being used away from the Insured's premises.

Sanction Limitation

10. where to do so would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom of Great Britain and Northern Ireland, or the United States of America.

Tobacco

11. loss, cost, or expense resulting directly, or indirectly, from or arising in whole, or in part, out of the actual or alleged emergence, contraction, aggravation, or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury,

sickness, disease, or condition of the human body as a result of the consumption or use of, or exposure to the consumption or use of, Tobacco, e-cigarettes or vape, manufactured, sold, handled or distributed by, for, or on behalf of, any Insured.

Further, this Exception shall also apply to any representation or warranty made at any time by the Insured or by others trading under the name of the Insured with respect to the consumption or use of, or exposure to the consumption or use of Tobacco.

This Exception shall not apply to liability arising from the retail sales, operations, or wholesale distribution, of such products where the Insured is not engaged in their manufacture.

For the purpose of this Exception, Tobacco shall mean raw or cured tobacco, cigars, cigar wrappers, pipe tobacco, cigarette filter or filter materials, snuff, chewing tobacco, “smokeless” tobacco products, cigarettes and cigarette paper, tobacco smoke, gaseous or solid residues or by-products of tobacco tips and filters, any chemical, mineral or other product sprayed on, applied to, or found within or used in conjunction with Tobacco, and any ingredients found within or used in conjunction with component parts of Tobacco.

EXCEPTIONS APPLICABLE TO ALL SECTIONS

The Company shall not indemnify the Insured under this Policy against liability:

Radiation

1. directly or indirectly caused by, or contributed to, by, or arising from:
 - (i) ionising radiations, or contamination by radioactivity, from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

but as far as concerns Bodily Injury to any Employee, which arises out of and in the course of his employment or engagement by the Insured, this exception shall apply only in respect of:

- (i) liability of any principal;
- (ii) liability assumed by the Insured by agreement, which would not have attached in the absence of such agreement.

Self-Insured Retention

2. for the sum stated as the Self-Insured Retention shown in The Schedule.

3. Cyber and Data Limited Exception

- 1 Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, fees, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1.1 Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident; or

1.2 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.



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- 2 In the event any portion of this Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This Exception supersedes any other wording in the Policy or any Endorsement thereto having a bearing on a Cyber Act, Cyber Incident or Data, and, if in conflict with such wording, replaces it.
- 4 If the Company allege that by reason of this Exception that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
- 5 This Exception shall not apply in relation to any cover afforded under this Policy under:-
 - 5.1 Section 1 Employer's Liability;
 - 5.2 any Data Protection Extension (if granted);resulting from or arising out of a Cyber Incident or a Cyber Act.

Any such cover afforded shall be subject otherwise to all of the applicable terms and Conditions of this Policy.
- 6 Nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing or remediating a Cyber Incident or a Cyber Act.
- 9 Cyber Incident means:
 - 9.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 9.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Definitions

- 7 Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- 8 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.



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GENERAL POLICY EXTENSIONS

1. Indemnity to Principal

The Company hereby agrees to indemnify the Insured, to the extent that any contract or agreement entered into by the Insured with any principal so requires.

Further, the Company agrees to indemnify the Insured's managing agents, where required under contract.

Provided that:

- (i) the conduct and control of claims is vested in the Company;
- (ii) the principal shall be subject to, and comply with, the terms, Conditions, Exceptions, and Endorsements, of this Policy so far as they can apply, as though they were the Insured;
- (iii) the indemnity provided by Section 1 of this Policy shall only apply in respect of liability to any person who is an Employee of the Insured, and not to that of any principal.

The indemnity provided under this Extension shall not increase the liability of the Company to pay any amount in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, beyond the amount stated as the Limit of Indemnity.

2. Cross Liabilities

The Company hereby agrees that, if the Insured comprises more than one party, the Company will treat each party as though a separate policy had been issued to each of them; provided that the Company's liability in respect of any one Event, or in the aggregate during any one Period of Insurance, as applicable, shall not exceed the Limit of Indemnity.

3. Health and Safety at Work etc Act 1974

The Company hereby agrees to indemnify the Insured under any operative Section of this Policy against:

- (i) costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured, or a director or Employee of the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance under sections 2-8 of the Health and Safety at Work Act 1974, or the Construction (Design & Management) Regulations 2015, or equivalent safety legislation of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.

Provided always that the Company shall not be liable:

- (i) for any fines or penalties imposed upon the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act.

4. Consumer Protection Act 1987 and Consumer Rights Act 2015

The Company hereby agrees to indemnify the Insured under Sections 2 and 3 of this Policy against:

- (i) costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987 and similar legislation under the Consumer Rights Act 2015, which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that the Company shall not be liable:

- (i) for any fines or penalties imposed on the Insured;
- (ii) for the Self-Insured Retention;



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(iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act.

5. Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013

The Company hereby agrees to indemnify the Insured under Sections 2 and 3 of this Policy against:

- (i) costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 and similar legislation under The Food Safety and Hygiene (England) Regulations 2013, which occurs during the Period of Insurance, and where the circumstances of the alleged offence may be the subject of indemnity under this Policy.

Provided always that the Company shall not be liable:

- (i) for any fines or penalties imposed on the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act.

6. Data Protection

This Extension is written on a 'CLAIMS MADE' basis and only covers Events that occur after the Retroactive Date

and

in respect of which a claim is both first made against the Insured and notified to the Company during the Period of Insurance.

The Company will indemnify the Insured under Sections 2 and 3 of this Policy against legal liability to pay damages or compensation and claimant's costs in respect of claims first made in writing against the Insured and notified to the Company during the Period of Insurance or within 60 days of the expiry date of the Period of Insurance arising out of a personal data breach in the course of the Business and incurred by the Insured by virtue of:

- A) material or non-material damage under Article 82 of the General Data Protection Regulation; or
- B) Data Protection Act 2018 Sections 168 and 169; or
- C) any other equivalent local legislation of substantially similar intent.

All claims arising out of the same originating cause shall for the purposes of this Extension be deemed to have been made against the Insured when the first of such claims was received by the Insured.

If during the Period of Insurance the Insured becomes aware of any facts, circumstances, or incidents, which may give rise to a claim and notifies the Company during the Period of Insurance, any claim(s) made later against the Insured arising out of, or relating to, such facts, circumstances or incidents shall be deemed to have first been made against the Insured during the Period of Insurance.

Irrespective of the number of parties and/or entities entitled to indemnity under this Extension or the number of claimants, the liability of the Company for all amounts payable under this Extension shall not exceed the Sub-limit stated in The Schedule.

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

- 1) directly or indirectly caused by, or contributed to, or arising from, any personal data breach relating to any Employee;
- 2) for the cost of:
 - a. replacing, reinstating, rectifying, or erasing, any personal data;
 - b. notifying any person regarding loss of data.
- 3) for the payment of fines, penalties, liquidated, punitive damages, or exemplary damages;



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- 4) arising out of any Event happening prior to the Retroactive Date;
- 5) for claims arising out of circumstances notified to previous Insurers or known to the Insured at inception of this Policy;
- 6) for the loss of data other than personal data.

For the purpose of this Extension

- (i) Retroactive Date shall mean the date as stated in The Schedule;
- (ii) Bodily Injury shall mean death, injury, illness, or disease; and injury may also include nervous shock and mental illness;
- (iii) Personal Injury shall mean Bodily Injury as defined in (ii) above, and related wrongful arrest, detention, imprisonment, or eviction, of any person, and wrongful accusation of shoplifting.

7. Housing Grants Construction and Regeneration Act 1996

The Company shall not indemnify the Insured against:

- (i) liability that is determined and/or payment that is ordered by an adjudicator, consequent upon any adjudication as provided for by Section 108 of the Housing Grants Construction and Regeneration Act 1996 or either Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 or Part 1 of the Scheme for Construction Contracts (Scotland) Regulations 1998;
- (ii) liability for claimant's or defence costs and expenses incurred in connection with any such adjudication;

unless such liability is one to which the Insured would otherwise be entitled to an indemnity under this Policy, and which is or becomes subject to a Dispute.

In such circumstances the following additional Conditions shall be applicable:

- (a) The Insured shall immediately give written notice to the Company:
 - (i) as soon as the Insured is aware of any Dispute which may give rise to a claim under this Policy;

- (ii) on receipt of any notice of an intention to refer a Dispute for adjudication.

Notification to the Company shall be accompanied by full documentary particulars of the subject matter of the Dispute and, if applicable, the referral for adjudication.

- (b) The Company shall be entitled, at its discretion, to take over and conduct, in the name of the Insured, the proposed adjudication and all matters relating thereto. The Insured shall immediately give to the Company all information, documentation, and assistance, in relation to the Dispute and proposed adjudication that the Company or its representatives may require.
- (c) The Insured shall not, without the prior written consent of the Company, suggest, propose, or refer, for adjudication any Dispute that may give rise to a claim for indemnity under this Policy.
- (d) If the parties to a Dispute have agreed to accept the decision of the adjudicator as being finally determinative of the Dispute, any indemnity to the Insured under this Policy shall be limited to the liability that would have attached to the Insured in the absence of such agreement.

Conditions (a), (b), and (c) are conditions to the Company's liability to indemnify the Insured under this Extension.

Dispute shall mean a dispute (including any difference) arising under a construction contract as defined in Part II of the Housing Grants Construction and Regeneration Act 1996.

8. Court Attendance

The Company hereby agrees that, in the event of any of the undermentioned persons attending Court as a witness at the request of the Company, in connection with a claim in respect of which the Insured is entitled to indemnity under any operative Section of this Policy, the Company will provide compensation to the Insured at the following rates for each day on which attendance is required:

- A) any director or partner of the Insured £500.00 per day
- B) any Employee £250.00 per day.



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9. Manslaughter and Culpable Homicide

The Company hereby agrees to indemnify the Insured under any operative Section of this Policy against:

- (i) costs and expenses incurred with the written consent of the Company;
- (ii) costs and expenses awarded against the Insured, or a director or Employee of the Insured;

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the Period of Insurance:

- (a) of manslaughter or culpable homicide; or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007

and where the circumstances of the alleged offence may be the subject of indemnity under any operative Section of this Policy.

Provided that the Company shall not be liable:

- (i) for any fines or penalties imposed upon the Insured;
- (ii) for the Self-Insured Retention;
- (iii) where the prosecution results from a deliberate management decision, act, or omission and which would knowingly or could reasonably have been expected by the Insured to result in a liability or the committing of an offence under the Act.

10. Advertising Liability

The Company hereby agrees to indemnify the Insured for all sums which the Insured shall become legally liable to pay as damages or compensation in respect of Advertising Liability arising out of an Event.

Advertising Liability shall mean:

- (a) libel, slander or defamation;
- (b) any infringement of copyright or of title or of slogan;

- (c) piracy or unfair competition or idea misappropriation under an implied contract;

- (d) any invasion of right of privacy;

committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity, article, broadcast or telecast and arising out of the Business.

The Company will not indemnify the Insured in respect of claims made for:

- (i) failure of performance of contract except claims for unauthorised appropriation of ideas based upon alleged breach of any implied contract;
- (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised except titles or slogans;
- (iii) incorrect description of any article or commodity;
- (iv) mistake in advertised price.

For the purpose of this Extension, Advertising Liability shall mean damage to Property.

11. Overseas Personal Liability

At the request of the Insured, the Company will indemnify any director, partner, or Employee, or any member of their family or persons normally resident with them, against all sums in respect of Bodily Injury or loss of, or damage to, Property, that any of them shall become legally liable to pay as a result of an Event occurring during the Period of Insurance whilst travelling away from their normal place of residence in connection with the Business.

Provided always that the Company shall not be liable:

- (i) in respect of the ownership or occupation of land;
- (ii) where indemnity is provided by any other insurance.



COMMERCIAL CASUALTY POLICY

GENERAL POLICY CONDITIONS

Observance of Terms

1. The Insured shall fulfil all terms, Conditions, and Endorsements, of this Policy in so far as they relate to anything to be done or complied with by the Insured.

The truth of the statements, answers, and information, supplied in connection with this Policy, has been relied on by the Company in deciding whether or not to enter into this Policy and on what terms.

Claims Notification

2. The Insured shall as soon as reasonably practicable:
 - (a) give written notice to the Company of any circumstance(s) that may give rise to a claim being made against the Insured, and for which there may be liability under this Policy;
 - (b) give written notice to the Company when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
 - (c) advise the Company in writing of any impending prosecution, inquest, or fatal accident inquiry, in connection with any circumstance(s) or claim(s) notified under (a) or (b).

Claims Co-operation

3. The Insured, as regards circumstances of which the Insured is aware may give rise to any claim(s) against the Insured, shall:
 - (a) provide the Company with such particulars and information as the Company may require, on request;
 - (b) forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance(s) or claim(s) on receipt;
 - (c) give to the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
 - (d) make no admission of liability, payment, offer or promise of payment, or indemnity, or waiver of subrogation, without the written consent of the Company.

Claims Control

4. The Company shall be entitled, at its own discretion, to take over and conduct in the name of the Insured the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

5. Duty of Fair Presentation

NOTE: The provisions of this clause vary the provisions of Schedule 1 of the Insurance Act 2015 'Insurers' Remedies for Qualifying Breaches'. Where:

1. **an insured is guilty of breaching the duty of fair presentation that is neither deliberate nor reckless and**
2. **the Company, had it known the true fact would have charged a higher premium as a condition of entering into this Policy.**

Instead of reducing claims payments proportionately as permitted by the Act, the Company may at its discretion charge an additional premium.

If the Insured breaches the duty of fair presentation prior to entering into this Policy the following provisions shall apply:

- (a) If the Insured's failure to comply with the duty of fair presentation is deliberate or reckless:
 - (i) the Company may choose to avoid this Policy and refuse to pay all claims; and
 - (ii) will not return any of the premiums paid.
- (b) If the Insured's failure to comply with the duty of fair presentation is neither deliberate nor reckless:
 - (i) if the Company would not have entered into this Policy, the Company may avoid this Policy and refuse to pay all claims but will return the premiums paid.
 - (ii) if the Company would have entered into this Policy, but on different terms (whether relating to the premium or otherwise), this Policy is to be treated as if it had been entered into on those different terms from the outset and the Company shall be entitled to charge the additional premium that it would have charged had it been fully apprised of the facts. For the avoidance of doubt, the proportionate reduction provided for in clause 6 of Schedule 1 of the Insurance Act 2015 shall not apply.

If the Insured breaches the duty of fair presentation prior to a variation of this Policy the following provisions shall apply:

- (a) If the Insured's failure to comply with the duty of fair presentation is deliberate or reckless:
 - (i) the Company may, by notice to the Insured, consider this Policy as having been terminated from the time when the variation was made; and
 - (ii) will not return any of the premiums paid.
- (b) If the Insured's failure to comply with the duty of fair presentation is neither deliberate nor reckless:
 - (i) if the Company would not have agreed to the variation on any terms, the Company may treat this Policy as if the variation was never made, but will in that event return any additional premium paid.
 - (ii) if the Company would have agreed to the variation to this Policy, but on different terms (whether relating to the premium or otherwise), the variation is to be treated as if it had been entered into on those different terms and the Company shall be entitled to charge the additional premium that it would have charged had it been fully apprised of the facts. For the avoidance of doubt, the proportionate reduction provided for in clause 11 of Schedule 1 of the Insurance Act 2015 shall not apply.

This shall not increase the liability of the Company to pay any amount in excess of the Limit of Indemnity shown in The Schedule, in respect of each Section of this Policy, during the Period of Insurance.

Fraud

6. If the Insured makes a fraudulent claim under this Policy the Company:
 - (a) shall not be liable to make any payment in respect of the claim; and
 - (b) may recover from the Insured any sums paid by the Company in respect of the claim; and
 - (c) may, by notice to the Insured, treat this Policy as having been terminated with effect from the time of the fraudulent act.

Further if the Company terminates this Policy, the Company shall not be liable to indemnify the Insured in respect of any claim that arises from an Event that occurs after the date on which the Policy was terminated nor shall the Company refund any of the premium(s) paid in respect of this Policy.

Self-Insured Retention

7. The Self-Insured Retention shall be subject to the following provisions:
 - (a) Where the Company has incurred expenditure in the defence and/or settlement of any claim the Self-Insured Retention shall be payable in whole or in part:
 - (i) at any stage when in respect of a claim or Event sums have been paid in respect of damages, claimant's and/or defence costs, and loss adjusting expenses; or
 - (ii) at the settlement or closure of any claim; or
 - (iii) where at its own discretion the Company so requires.
 - (b) The Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the Self-Insured Retention to effect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured shall immediately reimburse the Company for the payment.
 - (c) The terms of this Policy, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, shall not be affected or modified in any way by the existence or application of the Self-Insured Retention.

Discharge of Liability

8. The Company may at any time, at its own discretion, pay to the Insured the Limit of Indemnity under this Policy, or any lesser sums for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), shall not be under further liability, except for the payment of defence costs and expenses already agreed and incurred.



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Provided that in the event of any claim(s) or series of claims resulting in a liability of the Insured to pay in excess of the Limit of Indemnity, the Company's liability by virtue of a judgement or settlement for such costs and expenses, shall not exceed an amount being in the same proportion as the Limit of Indemnity bears to the total payment made by or on behalf of the Insured in settlement of the claim(s).

Reasonable Precautions

9. The Insured shall at their own expense take all reasonable care to prevent accidents and maintain their premises, plant, vehicles, and anything else used in connection with the Business, in proper repair.

The Insured shall make good or remedy any defect and danger which becomes apparent, or take such additional precautions as the circumstance may require.

Alteration of Risk

10. The Insured shall give the Company ninety (90) days written notice of any alteration which materially affects the risk insured.

Where the alteration represents a change to the Business, the Company shall have the right to accept or deny coverage at the time of notification, to establish separate rate(s) and premium and, if appropriate, separate terms to provide coverage for any such change.

Operation of the Policy

11. This Policy and its terms, including The Schedule, Definitions, Sections, Extensions, Exceptions, Conditions, and Endorsements, shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear that meaning wherever it may appear.

Headings in this Policy are included for convenience only and do not affect the construction of it.

Other Insurances

12. If at the time of any claim(s) there is, or, but for the existence of this Policy would be, any other policy of indemnity or insurance in favour of, or effected by or on behalf of, the Insured, applicable to such claim(s), the Company shall not be liable under this Policy to indemnify the Insured in respect of such claim(s), except in respect of any amount in excess of that which would be payable under such policy of indemnity or insurance had this Policy not been effected, subject always to the Limit of Indemnity.

Adjustments

13. Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured shall:
- (a) keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
 - (b) at the expiry of each Period of Insurance as stated in The Schedule furnish to the Company such information as the Company requires for such expired period and the premium for such period shall thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

Cancellation

14. This Policy may be cancelled by the Company by sending thirty days' written notice to the Insured at their last known address. In such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired portion of the Period of Insurance, subject to any minimum premium, less any sums due from the Insured to the Company.

Provided always that if at the time of cancellation claim(s) or circumstance(s) have been notified to the Company by the Insured the Company shall be entitled to retain any return premium against any payments that may become payable to the Company by the Insured in respect of such notifications.

Law

15. This Policy is subject to the law of England and Wales.

Alternative Dispute Resolution

16. If any dispute arises in relation to this Policy it shall be resolved as follows:
- (i) unless the dispute falls within the provisions of Condition 16 (ii) the parties will initially try to settle it by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure.

To start mediation a party must serve on the other party an Alternative Dispute Resolution notice (ADR).

No later than 28 days after service of the ADR notice the parties shall start the mediation.

If the dispute cannot be resolved by mediation, the dispute shall be referred to arbitration in London by a tribunal of three arbitrators, under the provisions (both mandatory and non-mandatory) of the Arbitration Act 1996.

- (ii) in relation to any dispute about the payment and recovery of any premium, additional premium, and/or the Self-Insured Retention (including whether any such sums are due under the terms of this Policy):
 - (a) the Company may commence proceedings at its own discretion in any competent court in England and Wales or in the jurisdiction where the Insured is domiciled; and
 - (b) the Insured agrees to submit irrevocably to such jurisdiction as set out above, and to waive any objection to it on any ground.

Contracts (Rights of Third Parties) Act 1999

17. A person who is not party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999, or any subsequent legislation amending or replacing such Act, to enforce any term of this Policy but this shall not affect any right or remedy available to a third party, which exists or is available separately from that Act.

Employers' Liability Tracing Office

18. Where the Company provides indemnity under Section 1 – Employers' Liability the Company is required by regulation to maintain a database of the companies and subsidiary companies covered by this Policy and to add details of all the Insured's company names to the Employers' Liability Tracing Office database.

Therefore, it shall be a condition to liability that the Insured shall supply full details, as required by the Employers' Liability Tracing Office, of the companies and all subsidiary companies to the Company at inception of this Policy and promptly thereafter following acquisition or removal of any subsidiary company.

Waiver of Subrogation

19. The Company hereby agrees, in the event of a claim arising under this Policy, to waive any rights, remedies or relief to which the Company may be entitled by subrogation against:

- (a) a company standing in the relation of parent to subsidiary (or subsidiary to parent) to the Insured as defined in the Companies Act 1985, or the Companies (Northern Ireland) Order, or equivalent legislation in the country in which the Insured is registered, during the Period of Insurance;

- (b) any company which is a subsidiary of a parent company of the Insured and are themselves a subsidiary within the meaning of the Companies Act 1985, or the Companies (Northern Ireland) Order, or equivalent legislation in the country in which the Insured is registered, during the Period of Insurance.

Severability of Interest

20. If the Insured comprises more than one party or entity, the Company shall indemnify each party or entity in the same manner and to the same extent as if a separate Policy has been issued to each for its respective rights and interests.

Provided always that:

- (a) the total indemnity payable shall not exceed the Limit of Indemnity shown in The Schedule during the Period of Insurance, regardless of the number of parties or entities entitled to indemnity;
- (b) this shall not apply to rights of cancellation as provided by the Cancellation Condition of this Policy.

Further, the Company shall not avoid, terminate, or otherwise invalidate this Policy, or fail to pay part or all of any claim, on the grounds of breach by an insured party or entity of any term or obligation or on any other grounds, except in relation to that insured party or entity only.

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COMPLAINTS PROCEDURE

Liberty Mutual Insurance Europe SE aims to provide a high quality service to all its customers. In the event that you are dissatisfied please contact us so we can do what we can to help. We take complaints very seriously and aim to address all concerns fairly and efficiently. If you feel that we have not offered you this standard or you have any questions about your contract or the handling of a claim, then in the first instance you should contact your insurance broker or intermediary who arranged this insurance for you or the branch that issued the Policy.

If you are still not satisfied with the service and wish to make a complaint, you may do so in writing or verbally using the contact details below:

Compliance Officer
Liberty Mutual Insurance Europe SE
20 Fenchurch Street
London EC3M 3AW
Tel: +44 (0) 20 3758 0840
Email: complaints@libertyglobalgroup.com

quoting your Policy and/or claim number;

or

Compliance Officer
Liberty Mutual Insurance Europe SE
5-7 rue Léon Laval
L-3372 Leudelange
Grand Duchy of Luxembourg
Tel: +352 28 99 13 00
Email: complaints@libertyglobalgroup.com

quoting your Policy and/or claim number.

If after making a complaint you are still not satisfied, you may be entitled to refer the dispute to the Financial Ombudsman Service (FOS), which is a free and impartial service, who may be contacted at:

Exchange Tower
Harbour Exchange
London E14 9SR
Tel: 0800 023 4567
Email: enquiries@financial-ombudsman.org.uk

To confirm whether you are eligible to ask the FOS to review your complaint please contact them at www.financial-ombudsman.org.uk/consumer/complaints.htm.

Alternatively, as Liberty Mutual Insurance Europe SE is a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies:

Commissariat aux Assurances
7, boulevard Joseph II
L-1840 Luxembourg
Tel: (+352) 22 69 11 - 1
Email: caa@caa.lu
www.caa.lu

or

Service national du Médiateur de la consommation
Ancien Hôtel de la Monnaie
6, rue du Palais de Justice
L-1841 Luxembourg



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Tel: (+352) 46 13 11
Email: info@mediateurconsommation.lu
www.mediateurconsommation.lu

or

Médiateur en Assurances
ACA
12, rue Erasme
L-1468 Luxembourg
Tel: (+352) 44 21 44 1
Email: mediateur@aca.lu
www.ulc.lu/fr/organes/detail.asp?T=2&D=descr&ID=6

PRIVACY NOTICE

How Liberty Specialty Markets uses your personal data

Liberty Specialty Markets takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company within Liberty Specialty Markets which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, reinsurers, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

Please see the full privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies for further information on how your personal data is used and the rights that you have in relation to the personal data we hold about you. Please contact us using the details above if you wish to see the privacy notice in hard copy.

CORPORATE INFORMATION

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, a member of the Liberty Mutual Insurance Group. Registered office: 5-7 rue Léon Laval, L-3372 Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised by the Commissariat aux Assurances and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority (registered number 829959). Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from LMIE on request.
www.libertyspecialtymarkets.com