

# **CARRIAGHOUSE INSURANCE**

## **CARRIAGE DRIVER'S COMMERCIAL LIABILITY INSURANCE POLICY**

### **POLICY DOCUMENT & SCHEDULE OF INSURANCE**

**Underwritten by:**

**Catlin Insurance Company (UK) Ltd**

**Issued: August 2016**

## INTRODUCTION

This is your Carriage Drivers Commercial Combined Liability Policy, explaining your insurance protection in detail. Please read it carefully and keep it in a safe place.

## INFORMATION

This Policy, including the Schedule and any attaching endorsements are a single contract and should be read as one document.

This Policy does not cover **you** and **your** property against everything that can happen so please read the whole document carefully. It is arranged in different Sections. It is important that:

- 1) **you** are clear which Section(s) **you** have requested and want to be included;
- 2) **you** are clear what each Section covers and does not cover;
- 3) **you** understand **your** own duties under each Section and under this Policy as a whole;
- 4) **you** should keep this Policy in a safe place.

If **you** have any concerns **you** should contact **us**.

## THE SCHEDULE

The Schedule is evidence of **your** contract of insurance with **Us**. It shows details of **you**, the items insured, the sums insured of items insured, the **period of insurance** and the Section(s) of this Policy which apply.

## ENDORSEMENT

Means a change in the terms and conditions of this **Policy** that can extend or restrict cover or a change to the details of the insured items covered by this policy.

## LAW AND JURISDICTION APPLICABLE TO THIS POLICY

Notice to **you** - The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless **We** agree otherwise the language of this Policy and all communications relating to it will be in English.

## PREMIUM PAYMENT

If the premium due under this contract has not been paid to **Us** by the inception of this contract of insurance (and in respect of installment premiums, by the date they are due) **We** shall have the right to cancel this contract of insurance by notifying **You** in writing. In the event of cancellation, the premium for the period that **We** are on risk is due to **Us** and in the event of a loss or occurrence prior to the date of cancellation which gives rise to a valid claim under this contract of insurance, the full contract premium will be payable to **Us**.

**We** shall give not less than ten (10) days prior notice of cancellation to **You**. If the premium due is paid in full to **Us** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

## INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including the premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, as if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, as if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, as if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **Claims** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

## CHANGES WE NEED TO KNOW ABOUT

**You** must tell **Us** within fourteen (14) days of **You** becoming aware of any changes in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## SANCTIONS

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## FRAUD

If **You**, or anyone acting for **You**, makes a **Claim** which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your Claim** or any other **Claim You** have made or may make under this policy. In addition, **We** will have the right to:

- (a) treat this policy as if it never existed, or at **Our** option terminate this policy, without returning any premium that **You** have paid;
- (b) recover from **You** any amounts that **We** have paid in respect of any **Claim**, whether such **Claim** was made before or after the fraudulent **Claim**; and
- (c) refuse any other benefit under this policy.

## CANCELLATION AND COOLING OFF PERIOD FOR NEW POLICIES

### 1) Your Right to Cancel during the Cooling-Off Period

#### a) Annual Policies:

**You** are entitled to cancel this Policy and any **Endorsements** which are intended to provide **You** with cover for longer than one (1) month by notifying the **Insurer** in writing either by email or by letter within fourteen (14) days of either:

- i) the date **you** receive this new Policy, or
- ii) the start of **your** initial **period of insurance**

whichever is the later.

A full refund of any premium paid will be made less an amount for the time on risk unless **you** have made a claim in which case the full annual premium is due.

We will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

#### B) One Day Cover Policies:

This insurance is non cancellable and there can be no return of premium unless otherwise stated in the schedule

#### Your right to cancel (One Day Policies)

Where **you** have purchased this **policy** in advance of **your** insured event, **you** are entitled to cancel this **policy** up to seven (7) days prior to the insured event taking place by notifying **us** in writing or by email. A Full refund of premium will be given.

For the avoidance of doubt there will be no right of cancellation by **you** within seven (7) days prior to an insured event taking place and there will be no refund of premium due to you,.

### 2) Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel this Policy and any **Endorsements** which are intended to provide **You** with cover for longer than one (1) month after the cooling-off period by notifying **Us** in writing either by email or by letter. The premium **you** have been charged is considered to be fully due to **Us** at inception and is non refundable unless agreed in writing by **Us**

A full refund of any premium paid will be made less an amount for the time on risk unless **you** have made a claim in which case the full annual premium is due.

We will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

### 3) Our right to cancel (Annual Policies) either during or after the cooling off period

**We** are entitled to cancel this **policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **you** to pay the premium; or

(ii) a change in risk which means **we** can no longer provide **you** with insurance cover;

by giving **you** Fourteen (14) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the **policy** has been in force unless **you** have made a claim in which case the full premium is due.

The time on risk premium charged will be subject to a minimum of £75 before tax.

For policies intended to cover **you** for less than one (1) month **we** are entitled to cancel this policy by giving you seven (7) days notice in writing by either email or by letter. The premium **you** have been charged is considered to be fully due to **Us** at inception and is non refundable unless agreed in writing by **Us**.

## **CANCELLATION FOR RENEWAL ANNUAL POLICIES**

### **1) Your Right to Cancel**

**You** are entitled to cancel this Policy and any **Endorsements** which are intended to provide **You** with cover for longer than one (1) month after the cooling-off period by notifying **Us** in writing either by email or by letter.

A full refund of any premium paid will be made less an amount for the time on risk unless **you** have made a claim in which case the full annual premium is due.

We will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

### **2) Our Right to Cancel**

**We** are entitled to cancel this Policy by giving **you** fourteen (14) days' notice in writing either by email or by letter. The premium **you** have been charged is considered to be fully due to **Us** at inception and is non refundable unless agreed in writing by **Us**.

A full refund of any premium paid will be made less an amount for the time on risk unless **you** have made a claim in which case the full annual premium is due.

We will not return premium for this Policy and any endorsements in respect of cover provided for less than one (1) month.

The time on risk premium charged will be subject to a minimum of £75 before tax.

## **DATA PROTECTION ACT 1998**

It is understood by **you** that any information provided to the **Insurer** regarding **you** or **your family** will be processed by **Us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to third parties.

## **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## DEFINITIONS

Wherever the following words appear in **bold** in this Policy they will have the following meanings:

### **Insurers means**

Catlin Insurance Company (UK) Ltd

### **Policy means**

Policy means the policy booklet together with the current schedule and any Endorsements or Special Clauses indicated on that Schedule as being operative. These are to be read together as one contract and any word or expression to which a specific meaning has been attached in any part shall bear the same meaning throughout unless otherwise stated

### **The Business**

The Business shall mean **you** your trading business or limited company as listed in the schedule

### **Activities mean**

This is a list of the commercial work that **you** have advised **Us** that **you** undertake with **your** horse drawn vehicle. If a particular activity isn't listed then the cover will be void if an accident occurs whilst performing this activity.

### **Driver(s) mean**

The people who have been accepted as carriage drivers under this policy and are named on the Schedule.

### **Employee means**

Any person over the age of 18 and employed by **you** under a contract of service or apprenticeship or any person **you** have the right to instruct in the performance of their duties including

1. A voluntary helper
2. A prospective Employee who is undergoing practical work experience whilst being assessed by the Insured as to his or her suitability for employment while working under the control of the Insured in connection with the Business

### **Excess means**

The amount **you** will have to pay towards each and every separate claim

### **Family means**

**Your** spouse (meaning a legal husband/wife or civil partnership relationship), any common law partner (cohabiting at the same address), any dependent children (including foster children) or dependent grandchildren, grandfather, grandmother, stepfather, stepmother, brother, sister, half brother or half sister and other relatives who permanently live with **you**

**Family** does not include lodgers or paying guests.

### **Bodily Injury**

Bodily Injury includes death illness disease or nervous shock

### **Personal Injury**

Personal Injury shall mean Bodily Injury

### **Damage**

Damage means physical damage

### **Defence Costs means**

costs, fees and expenses incurred by or on **your** behalf with **our** written consent in the investigation, defence or settlement of any **Claim**, suit or proceedings which are or would, if successful, be covered under this **Policy**. Defence Costs also includes legal expenses in respect of representation at any inquiry or in respect of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of cover by this **Policy**.

**Defence Costs** do not include:

- (a) **Your** own costs, fees or expenses or value attributable to the time spent in dealing with a **Claim** or a circumstance; or
- (b) legal costs and expenses incurred in the defence of any criminal proceedings brought against **you** or in an appeal against conviction by **you**.

## Limit of Indemnity (Limit)

### 1) Section One – Public Liability

Limit of Indemnity means the amount specified as such in the schedule and the liability of **the Insurers** for all compensation payable to any claimant or any number of claimants in respect of or arising out of any one Event or all Events of a series consequent on or attributable to one source or original cause shall not exceed the limit of indemnity

Costs and Expenses recoverable under this Policy will be paid in addition to the Limit of Indemnity

### 2) Section Two – Employers Liability

Limit of Indemnity means the amount specified in the schedule including Costs and Expenses in respect of any one claim or series of claims against the Insured arising out of one cause

## Property means

Property means material property

## Period of Insurance means

The period specified on your schedule during which cover is provided by this policy

## Personal Representatives means

- i) any director of the Insured business,
- ii) any person Employed
- iii) additional drivers as specified in the schedule
- iv) or any principal for whom the Insured is carrying out a contract for the performance of work but only to the extent required by the contract conditions

## Territorial limits

The policy is operative only within the United Kingdom , the Isle of Man and the Channel Isles, unless specified otherwise in your schedule.

## Third Party means

A person other than **you** or a member of **your family** or **employee**

## United Kingdom means

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries

## We / us / our means

Carriagehouse (UK) Limited trading as Carriagehouse Insurance, acting as Underwriting and Claims Administrators on behalf of **your insurer**

## You / your / Insured means

The person or persons, partnership, corporation or organization named in the Schedule and **your personal representatives**

## INTERPRETATION

In this policy:

1. reference to any Act/statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of inception of this policy;
2. if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. the headings in this policy are for general reference only and shall not be considered when determining the meaning of this policy

## YOUR OBLIGATIONS AND DUTIES

### Your duties

1. **You** must ensure that all equipment used in the business is in a good state of repair and ensure that carriages, harness or agricultural implements are well maintained and that carriages are serviced regularly.
2. **You** must ensure that the horses that **you** use for **your** commercial carriage driving have enough experience in harness to be suitable for this type of work. The minimum age of horses to be used is 4 years old and the minimum experience considered acceptable is 6 months regular driving work. For these purposes, regular is deemed to mean that since being broken to drive, the **horse** has at least been driven on a weekly basis and has gained sufficient experience to remain calm in all expected traffic and crowd conditions for the **activity** being undertaken.
3. **You** must tell **Us** prior to any change in the **activities** or **drivers** or numbers of **employees** stated on **your** schedule. When **we** receive this notice **we** have the option to request further information, charge an additional premium or to change the terms or conditions of this Policy. If agreed, **we** will issue an endorsement to confirm acceptance of this change.
4. **You** must act in accordance with all statutory obligations and regulations.
5. **You** must make good or remedy any defect or danger which becomes apparent or take such additional precautions as the circumstances may require.
6. If you are involved in any accident involving a **Third Party**, **you** must tell **us** immediately and assist with gathering information to enable us to process your claim
7. You must follow and observe the Terms, Conditions, Special Clauses and Endorsements of this policy and this will be a special condition of this policy except in so far as is necessary to comply with the requirements of any legislation enacted in Great Britain Northern Ireland the Channel Islands or the Isle of Man relating to compulsory insurance of legal liability to employees.

If **you** fail to comply with any of the above duties this Policy may become invalid and **your** claim may not be paid..

## THE CONTRACT OF INSURANCE

The Carriage Drivers Commercial Combined Liability policy is a contract between **Catlin Insurance Company (UK) Ltd** and **you** and is formed by **your** proposal and this policy document.

On the basis of the information you have given in the proposal, this policy and any endorsements provides insurance for the sections of cover which you have selected for the activities occurring within the **period of insurance** for which we have accepted your premium.

**We** will reimburse **You** and **Your Personal Representatives** in respect of legal liability incurred by **you** and 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 each of the parties indemnified under this policy will act as if they were **You** and are subject to the terms of this policy insofar as they can apply and that the total amount payable in respect of compensation as a result of reimbursing such parties will not exceed the Limit of Liability.

## GENERAL CONDITIONS APPLYING TO THE WHOLE POLICY

- 1) If at any time, any claim arises under this Policy and there is any other current insurance covering, irrespective of the existence of any similar condition or exclusion relating to non-contribution, the same liability, loss or damage, **We** will not be liable to contribute more than its rateable proportion.
- 2) Regardless of **your** claims history, **We** reserve the right not to offer renewal terms to **you** or to invite **you** to renew **your** Policy on amended policy terms and conditions. This includes:
  - i) imposing special terms such as the application of excesses

- ii) increasing your premium
- iii) excluding cover
- iv) amending policy wordings and/or
- v) changing your payment type

**We** will notify **you** in writing of the terms upon which **your** renewal is being invited

### 3) **Claims procedure and requirements**

**You** must notify **us** as soon as practicably possible in the event of any occurrence or incident likely to give rise to a claim under either Section of this Policy including any incidents involving accidents, **third party** injury or **property** damage

**You** must also

- i) Provide **Us** with such particulars and information as **We** may require
- ii) Complete and return to **Us** a claim form, which **we** will supply **you** with, **You** must provide the **Driver's** statement and **You** must provide contact details of any witnesses and their statements
- iii) If possible provide photographs of any damage caused
- iv) Forward to **Us** or our Loss Assessors immediately upon receipt, every letter, writ, summons and process
- v) Cooperate with any Loss Assessors **we** may appoint to handle this claim on **our** behalf.
- vi) Advise **Us** in writing immediately **You** have knowledge of any impending Inquest or Fatal Accident Inquiry or other Inquiry in connection with the said Event

### 4) **Claims Control**

**You** will not make any admission of liability or offer promise or payment without the prior written consent of the **Insurers**.

**We** will be entitled at **our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to prosecute at our own expense and for our own benefit any claim for indemnity or compensation against any other person and the assistance required

### 5) **Discharge of Liability**

**We** may at any time pay the limit of Indemnity ( less any sum or sums already paid as compensation ) or any lesser amount for which a claim or claims can be settled and will be under no further liability in respect thereof except for Costs and Expenses incurred prior to the date of such payment

### 6) **Use of Horses, Carriages or harness not belonging to the Insured**

This policy is extended to apply when horses and equipment are loaned by the Insured for the purposes of their commercial carriage driving business.

However, there is no cover provided under this section for Damage or injury to these horses or equipment

### 7) **Drivers**

All drivers must be either **You** or specified on the schedule following proof of and acceptance of their driving experience by the Underwriters.

## 8) Teaching

Where the appropriate additional premium has been paid and this policy has been extended to include teaching, it is a condition of the policy that at no time is a pupil to be left unattended whilst in control of the horse drawn carriage

## GENERAL EXCLUSIONS APPLYING TO THE WHOLE POLICY

### 1) Nuclear Risks

**We** will not pay for:

Nuclear reaction, nuclear radiation or radioactive contamination

### 2) War Exclusion

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 3) Existing and Deliberate Damage

**We** will not pay for physical loss or damage or medical condition

- 1) occurring before cover starts or arising from an event before cover starts;
- 2) caused deliberately by **you** or any member of **your family**.

### 4) Biological and Chemical Contamination Clause

**We** will not pay for

- 1) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from;
- 2) any legal liability of whatsoever nature;
- 3) death or injury to any person;

directly or indirectly caused by or contributed to or arising from Biological or Chemical contamination due to or arising from

- i) Terrorism;
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'Terrorism' means any act(s) of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

#### 4) **Wear and Tear**

The **Insurer** will not pay for damage caused by wear and tear.

### **GENERAL OPERATIVE CLAUSE**

In return for payment of the premium when it falls due, **We** will reimburse **you** for loss occurring during the period of insurance stated in the Schedule up to but not exceeding the **Limits of Liability** stated in the Schedule, but only for the Section(s) shown in the Schedule.

Payment is always subject to the terms, exclusions and conditions of the Policy.

The Policy is operative only within the **United Kingdom**, unless specified otherwise in **your** Schedule.

## SECTION ONE – PUBLIC LIABILITY

**We** agree subject to the terms, Conditions, Exclusions and any **Extension** or **Endorsement**, to reimburse **You** against all sums which **You** shall become legally liable to pay as damages (including **Defence Costs**) up to but not exceeding the Limit of Liability specified in the **Schedule**, for a **Wrongful Act** causing

- 1) bodily injury of any person
- 2) loss of, or damage to, material **property**

which occurs anywhere in the **United Kingdom**, during the **period of insurance** caused by, or arising in connection with any **horse** and / or **carriage** being used for the **Activities** specified in the Schedule.

**Our** liability for damages under this Section shall not exceed the amount stated in the Schedule in respect of any one occurrence.

**We** will also pay all costs and expenses incurred with **our** written consent and relating to any claim which may be the subject of indemnity under this Section. If a payment in excess of the amount of indemnity available under this Section is made to dispose of a claim, then **Our** liability for costs and expenses will be limited to the proportion that the indemnity hereunder bears to the claim payment.

### ADDITIONAL CLAUSES UNDER PUBLIC LIABILITY:

**Conditions 1 to 6 are special conditions and are very important.**

### SAFETY AND CONTROL OF THE HORSE(S)

1. it is a special condition of this policy that when the horse(s) is in harness and attached to the carriage that a driver will be on the box seat and in control of the reins at all times
2. if the driver dismounts, then a groom must be in control of the horse(s) by holding the head by means of a leadrope attached to the bit ring or headcollar or by holding the reins close to the horse's head
3. no passengers will be in the carriage unless the driver is on the box seat and in control of the horse(s)
4. The horse(s) will not be tethered or tied up whilst still attached to the carriage.
5. Long Reining the horse whilst walking beside the horse and carriage is not considered suitable control under the terms of this policy. The only exception to this is working with horse drawn agricultural implements.
6. The driving bridle must not be removed whilst the horse(s) is still attached to the carriage,

### WHAT IS NOT COVERED BY THIS SECTION

**We** will not pay for:

- 1) Accidents which happen whilst general exercising including training for commercial work, at shows or competitions
- 2) Death, bodily injury, illness or disease sustained by an **employee**, when such death, bodily injury, illness or disease arises out of and in the course of their employment by **you** or a **family** member;
- 3) liability arising directly or indirectly by leaving **your horse** unattended whilst harnessed to a **carriage**;
- 4) Liability arising directly or indirectly through, or in connection with, the ownership possession or use by **you** or on **your** behalf of any mechanically propelled vehicle, aircraft or watercraft;

- 5) Physical loss of or damage to property belonging to or in the care, custody, or control of **you, your family or your employee(s)**;
- 6) Liquidated damages or penalty clauses or fines or punitive or exemplary damages or any damages resulting from the multiplication of compensatory damages
- 7) Advice instruction consultancy design formula specification inspection certification or testing performed or provided separately for a fee or under a separate contract
- 8) Any Services Supplied by or on behalf of the Insured where legal liability has been accepted by agreement unless such liability would have attached in the absence of such agreement
- 9) the first £250 of each **property** damage claim;
- 10) Section One is subject to the Special Clauses and Endorsements ( if any ) indicated in the Schedule as applying to Section One

## **SECTION TWO – EMPLOYERS LIABILITY**

In the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of his or her employment by **You** in the **Business** and which is caused during the **Period of Insurance** and within the Territorial Limits **We** will provide indemnity against

1. legal liability to such **Employee** for compensation and
2. Costs and Expenses

Up to the **Limit of Indemnity** as specified in the schedule.

This section also includes Injuries sustained by **Employees** whilst working with the **your** horses either in the stable yard or whilst riding or driving the horse on exercise or whilst taking part in an **activity** or at horse competition.

### **Avoidance Clause**

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law ordinance or statute relating to compulsory insurance of liability to employees but the Insured 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 ordinance or statute.

## **EXTENSIONS INCLUDED IN SECTION TWO**

### **A LEGAL EXPENSES ARISING FROM HEALTH AND SAFETY LEGISLATION**

#### **Event**

In the event of any act or omission or alleged act or omission leading to criminal proceedings brought in respect of a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or similar safety legislation of Great Britain Northern Ireland the Isle of Man or the Channel Islands

Or

In the event of an incident which results in an Inquiry ordered under the Health and Safety Inquiries (Procedure) Regulations 1975

#### **Indemnity**

**We** will provide indemnity up to the **Limit of Indemnity** against legal fees and expenses incurred in representing **you** in such proceedings including appeals against the results of such proceedings.

Provided that the proceedings relate to an act or omission or incident or alleged act or omission or incident which has been committed during the **Period of Insurance** within the **Territorial limits** and in the course of the **Business**.

This indemnity will not apply

1. in respect of fines or penalties of any kind

2. to proceedings relating to the health and safety of any person other than a **Employee**
3. to proceedings consequent upon a deliberate act or omission by **you**
4. to persons other than **you** or any director or **Employee**
5. where there is an indemnity provided by a legal expenses insurance policy

Provided that the total amount payable in respect of compensation and Costs and Expenses does not exceed the Limit of Indemnity.

**General Exclusions**

Section Two is subject to the General Exclusions

**Special Clauses and Endorsements Applicable to Section Two**

Section Two is subject to the Special Clauses and Endorsements (if any) indicated on the Schedule as applying to Section Two

**General Conditions**

Section Two is subject to the General Conditions

## COMPLAINTS PROCEDURE

### What to do if you have a Complaint

**We** are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Carriagehouse Insurance**.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG  
Telephone Number: 020 7743 8487  
E-mail: [xlcatlinukcomplaints@xlcatlin.com](mailto:xlcatlinukcomplaints@xlcatlin.com)

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

#### From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### From outside the United Kingdom

Telephone Number: +44(0)20 7964 1000

Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## FINANCIAL SERVICES COMPENSATION SCHEME

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations to **you** under this Policy. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website:

## FINANCIAL SERVICES REGISTER

Carriagehouse (UK) Limited trading as Carriagehouse Insurance (Registration Number 592646) is authorised and regulated by the Financial Conduct Authority.

Catlin Insurance Company (UK) Ltd. (Registered Number 423308) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The registered office of Catlin Insurance Company (UK) Ltd is 20 Gracechurch Street, London, EC3V 0BG (Company Number 5328622).

Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).