

**EMPLOYERS', PUBLIC AND PRODUCTS  
LIABILITY**

**POLICY WORDING**



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## IMPORTANT INFORMATION

### YOUR RIGHT TO CANCEL

If this policy does not meet your requirements please return all documents and certificates to the broker who arranged the policy within fourteen days of receipt. Provided you have not made a claim we will return the premium in accordance with the Condition 4 – Cancellation.

### TERMINATION

If you wish to terminate this policy at any other time, please contact your insurance broker. Provided you have not made a claim we will allow a refund of premium in accordance with the Condition 4 – Cancellation.

### MAKING A CLAIM

If you need to make a claim, or you need to inform us of an incident or circumstance that may constitute a claim, in the first instance please contact:

Telephone number: 03443 712388

Email: [claims@chapman-stacey.davies-group.com](mailto:claims@chapman-stacey.davies-group.com)

#### **CMSL Loss Adjusters**

✉ Leeds House  
Central Park  
New Lane  
Leeds  
West Yorkshire  
LS11 5EB

### MAKING A COMPLAINT

If the Insured has any questions or concerns about this insurance or the handling of a claim, please contact the broker/intermediary named in the Schedule through whom this insurance was arranged.

If the Insured wishes to make a complaint, the Insured can do so at any time by referring the matter to the Complaints Manager at Watford Insurance Company Europe Ltd. The address of the Complaints Manager:

Chapman & Stacey Ltd  
3 Sydney Road  
Haywards Heath  
RH16 1QH  
Email: [mail@chapmanandstacey.co.uk](mailto:mail@chapmanandstacey.co.uk)  
Telephone Number: +44 (0) 1444 450600

If the Insured remains dissatisfied after Watford Insurance Company (Europe) Ltd has considered the complaint the Insured can refer the complaint to the **Financial Ombudsman Service** at:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
United Kingdom  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

FOS web address: <http://www.financial-ombudsman.org.uk/>

From within the United Kingdom

Telephone Number:

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

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: +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)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Watford Insurance Company Europe Ltd is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Following this complaints process does not impact the Insured's legal rights.

### **Financial Services Compensation Scheme**

Watford Insurance Company Europe Ltd is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet our obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: <http://fscs.org.uk>

## **HOW WE USE YOUR INFORMATION**

### **Data Protection Notice**

The Data Protection Notice in the Appendix to this policy contains the information **you** need in order to understand how your personal data is used by the Insurers and the intermediaries.

### **EMPLOYERS' LIABILITY TRACING OFFICE**

Certain information relating to your insurance certificate or policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- the Employers' Reference Numbers (ERN) provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

may be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD), the "Database".

It is understood by you that the above named information provided to Insurers will be processed by Insurers, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

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

**By entering into this insurance policy you will be deemed to specifically consent to the use of your insurance policy data in this way and for these purposes.**

## INTRODUCTION

Please read this policy together with the Schedule and notify us as soon as practicably possible of any errors or omissions.

The Schedule attached to this booklet provides details of the sections that are operative and the cover that has been agreed.

This Introduction, the Operative and Indemnity Clause, the Definitions, Extensions, Conditions, Exclusions, Sections, the Schedule and any Endorsements all form part of this Policy.

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We draw your attention to the General Condition – Alteration where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

If you are in any doubt about any of the above you should consult your insurance broker or advisor.

We will provide the insurance described in this Policy subject to its terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which you shall pay and we shall agree to accept the premium.

This policy is administered and distributed by Chapman & Stacey Underwriting Agency and underwritten by Watford Insurance Company Europe Limited.

Chapman & Stacey Limited is authorised and regulated by the Financial Conduct Authority under reference number 300047. This can be checked on the FCA Register on the FCA website at <https://register.fca.org.uk>.

Signed on behalf of the Insurers



Paul Cole, Director  
Watford Insurance Company Europe Ltd.

Watford Insurance Company Europe Limited of PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Watford Insurance Company Europe Limited is authorised and regulated by the Gibraltar Financial Services Commission under incorporation number 112869. This can be checked by visiting the Gibraltar FSC website at [www.fsc.gi](http://www.fsc.gi).

As an insurance company authorised within the European Union, Watford Insurance Company Europe Limited is permitted to conduct business in the United Kingdom under FCA reference 714197. You can check this by visiting the Financial Services Register on the FCA website at <https://register.fca.org.uk>.

The Financial Services Compensation Scheme (FSCS) covers this policy. You may be entitled to compensation from this scheme if we cannot meet our liabilities under this policy. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephoning the FSCS on 0800 678 1100 or 020 7741 4100.

## DEFINITIONS

Wherever a particular meaning has been given to a word or expression in the General Definitions or the Definitions within the Sections of the policy, the same meaning will attach to the word or expression whenever it appears in the Policy or Section respectively.

### The Business

Your Business as described in the Schedule including

- a) the ownership, repair and maintenance and decoration of Your premises
- b) the provision and management of canteen, social, sports and welfare organisations for the benefit of any employee
- c) fire, first aid, medical, ambulance and security services but excluding the provision of any first aid administered by a qualified medical practitioner or nurse

### Damage

Loss destruction or damage.

### Data

Information represented or stored electronically including but not limited to code or series of instructions operating systems software programs and firmware

### Employee

- (a) a person under a contract of service or apprenticeship with You or who is retired from full-time employment with You but who is still working for You as a consultant under Your control or direction
- (b) a labour master or labour only sub-contractor or person supplied or employed by them
- (c) a self employed person
- (d) a person hired to or borrowed by You including but not limited to a person on secondment from another employer
- (e) a person under a work experience or training scheme

- (f) voluntary workers
- (g) a person supplied to You under a contract or agreement the terms of which deem such person to be in Your employment

whilst working under Your direction and control in connection with the Business

**Excess**

The total amount inclusive of claimant's costs fees and expenses as stated in the Schedule payable by You or any other person entitled to receive indemnity before We are liable to make any payment

It being agreed that if any payment made by Us shall include this amount such amount shall be repaid to Us forthwith

**Injury**

Death, bodily injury, illness or disease of or to any person

**The Insured/You/Your**

The person(s), company or group of companies, or legal liability partnership stated in the Schedule as The Insured.

**The Insurers/We/Us/Our**

Watford Insurance Company Europe Ltd, of PO Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

**Offshore**

Embarkation on to a vessel or aircraft for conveyance at the point of final departure to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

**Period Of Insurance**

The period shown in the Schedule for which We accept payment of a premium.

**Pollution**

Discharge disposal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants.

**Principal**

Any individual, firm, company, ministry or public authority or government body for whom You are undertaking a contract.

**The Premises**

The building(s) and land within the boundaries at the address (es) shown in the Schedule.

**Product**

Any property (including packaging, containers and labels) after it has left Your custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by You or on Your behalf

**Property**

Material property but not including Data

**Terrorism**

An act, including but not limited to the use of force or violence and/or the threat



thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## **OPERATIVE AND INDEMNITY CLAUSE**

We will indemnify You against:

- 1 Your liability to pay damages (including claimants' costs fees and expenses)
- 2 all costs fees and disbursements You incur with Our prior written consent in the defence or settlement of any claim under this insurance (hereinafter called "Defence Costs")

Defence Costs include legal expenses

- a) arising out of representation at any Coroners Inquest or Fatal Accident Inquiry
- b) arising out of any criminal prosecution proceedings (including any appeal) relating to an offence alleged to have been committed during the Period of Insurance and in the course of the Business in respect of matters which may form the subject of indemnity by this insurance (including, with Our prior consent Your directors, partners or Employees).

Provided that:

- i) We shall not be liable for any fines or penalties imposed as a consequence of such prosecution or appeal including the cost of complying with a publicity or remedial order as defined in the Corporate Manslaughter and Corporate Homicide Act 2007 arising in respect of such prosecution or appeal
- ii) We shall not be responsible for Defence Costs where at Our discretion We may require the opinion of counsel (whose appointment is at Our sole discretion) as to whether or not such costs should extend or continue to extend to the support of such defence and where such counsel's opinion is that there is no reasonable defence to the prosecution
- iii) Our liability for Defence Costs in cases of breach or alleged breach of The Health and Safety at Work Act 1974 and such Regulations as are passed under or exist as a consequence of that Act are (unless with Our prior consent otherwise) limited to prosecutions under Section 33(1) (a) to (c) of the Act or similar duty imposed under legislation in Northern Ireland, the Channel Islands or the Isle of Man
- (iv) Our liability for Defence Costs in cases of breach or alleged breach of Part II of the Consumer Protection Act 1987 or the Food Safety Act 1990 will be limited to proceedings not consequent upon a deliberate act or omission

- (v) We shall not be liable for Defence Costs consequent upon any deliberate act or omission by
  - (i) You
  - (ii) any of Your partners or directors
  - (iii) any Employee with any specific responsibility for compliance with the legislation specified above which could have been expected to constitute a breach of the legislation specified above

The indemnity applies only to such liability as defined by each insured Section arising out of the Business specified in the Schedule subject always to the terms of such Section and of the insurance as a whole

## SECTION 1 - EMPLOYERS LIABILITY

### DEFINITION

#### Territorial Limits

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any Employee normally resident in the territories defined in (a) above

### COVER

We will indemnify You in accordance with the Operative and Indemnity Clause but only for Injury to an Employee where such Injury arises out of the Business and is caused during the Period of Insurance as stated in the Schedule within the Territorial Limits. Provided that Our liability to pay damages (including claimants' costs fees and expenses) and Defence Costs shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

## SECTION 2 - PUBLIC LIABILITY

### DEFINITION

#### Territorial Limits

- (a) Great Britain Northern Ireland the Channel Islands and the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf;
- (b) elsewhere in the world in respect of temporary Business visits undertaken by any director, partner or Employee normally resident in the territories defined in (a) above provided such person is engaged in non-manual work

## COVER

We will indemnify You in accordance with the Operative Clause for

1. Accidental Injury
2. Accidental Damage to Property
3. Nuisance trespass to land or trespass to goods or interference with any easement right of air light water or way other than legal liability for damages which result from Your deliberate act or omission or which is a natural consequence of the ordinary conduct of the Business and which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
4. Wrongful arrest, false imprisonment or false eviction occurring during the Period of Insurance as stated in the Schedule within the Territorial Limits and in the course of the Business. Provided that Our liability to pay damages shall not exceed the Limit of Indemnity stated in the Schedule in respect of any one occurrence or series of occurrences arising out of one originating cause.

## SECTION 3 - PRODUCTS LIABILITY

### DEFINITION

#### **Territorial Limits**

Anywhere in the world in respect of Products sold or supplied from within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

### COVER

We will indemnify You in accordance with the Operative and Indemnity Clause for Injury and/or Damage occurring during the Period of Insurance as stated in the Schedule in connection with the Business and within the Territorial Limits but only against liability arising out of or in connection with any Product. Provided that Our liability to pay damages shall not exceed in aggregate the Limit of Indemnity stated in the Schedule in respect of all occurrences arising during any one Period of Insurance.

## CONDITIONS

(Conditions apply to all Sections unless specified otherwise)

### OBSERVANCE OF TERMS

1. You must at all times observe the terms of this policy.

### INFORMATION YOU HAVE GIVEN US

2. In deciding to accept this policy and in setting the terms including 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, 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, 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, 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 Claim 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.

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## **CHANGE IN CIRCUMSTANCES AND ALTERATION**

- 3 You must tell Us as soon as possible if 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.

This policy shall be terminated if:

- (a) the Business is wound up or carried on by a liquidator, administrator or receiver or permanently discontinued or
- (b) Your interest ceases other than by death or
- (c) any alteration is made either in the Business or in the Premises or property therein or any other circumstances whereby the risk is increased unless otherwise stated

at any time after the commencement of this Policy unless its continuance be admitted by Us and in respect of 3(c) We agree not to avoid the Policy provided that:

- (i) such alteration is not of such a nature that if the alteration had occurred prior to the commencement on this Policy We would not have entered into this Policy on any terms.
- (ii) You shall pay an appropriate additional premium if required by Us with effect from the date of the alteration.
- (iii) We shall be entitled to impose appropriate additional terms, other than premium, with effect from the date of the alteration.
- (iv) in respect of any increase in risk of Damage resulting from an alteration, act or omission which occurs without Your knowledge or consent We are notified as soon as You are aware.

## **CANCELLATION**

### **4.**

- (a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying Us in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date You receive this policy; or
- (ii) the start of Your Period of Insurance;

whichever is the later.

A full refund of any premium paid will be made unless You have made a Claim in which case the full annual premium is due.

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(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying Us in writing, by email or by telephone. 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 annual premium is due.

(c) Our Right to Cancel

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;  
or
- (iii) non-cooperation or failure to supply any information or documentation We request, such as details of a Claim;

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 annual premium is due.

#### **REASONABLE PRECAUTIONS**

5. It is a condition to Our liability under this Policy that You shall:-
- (a) maintain the Premises, machinery, plant and equipment in a good state of repair
  - (b) take all reasonable precautions for the safety of the property insured
  - (c) take all reasonable precautions to prevent Damage, accident or injury
  - (d) comply with all statutory requirements and other safety regulations imposed by any authority
  - (e) exercise care in the selection and supervision of employees
  - (f) take immediate steps to remedy any defect or danger that becomes apparent and take such additional precautions as individual circumstances require, whether of a temporary or permanent nature.

The Insurer shall have no liability under the policy, if the Insured fails to comply with this term, unless the Insured shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **CHOICE OF LAW AND JURISDICTION**

6. The laws of England and Wales shall be the law under which all disputes and/or conflicts under this insurance shall be governed and English courts shall have exclusive jurisdiction over any matter relating to this insurance.

#### **CLAIMS CONDITIONS**

7. (a) It is a condition to Our liability under this policy that You shall:
- (i) give immediate notice in writing to Us of anything which may give rise to a claim being made against You and for which there may be liability under this insurance.

- 
- (ii) immediately forward to Us unanswered any letter of claim, writ or summons and any other documentation relating to the claim issued against You by any third party or notice of any impending prosecution, inquest or Fatal Accident Inquiry.
  - (iii) provide Us with such particulars and information as We may reasonably require for the purpose of investigating the claim.
  - (iv) not negotiate, pay, settle, admit or repudiate any claim without Our written consent.

The Insurer shall have no liability under the policy, if the Insured fails to comply with this term, unless the Insured shows that non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

(b) We shall be entitled:

- (i) at Our discretion to take over and conduct in Your name the defence or settlement of any claim and to prosecute at Our expense and for Our own benefit any claim for indemnity or damages against any other persons in respect of any event insured by this Policy and You shall give all information and assistance required at no cost to Us
- (ii) at any time to pay the Limit of Indemnity or the Limit of Liability (after the deduction of any sum already paid) or any less amount for which a claim can be settled and shall relinquish the conduct and control of the claim and be under no further liability except for payment of costs or expenses incurred prior to the date of payment.

(c) If the terms of Conditions 7(a) or 7(b) have not been complied with, and as a direct consequence, the amount for which We are liable under this Policy has increased, then no payment shall be made by Us in respect of the amount of such increase.

(d) If We so request, any claimant under this policy shall at Our expense do or permit to be done anything We may reasonably require for the purposes of enforcing any rights and remedies or obtaining relief or indemnities from other parties to which We are or may become entitled, whether these actions are required before or after We agree to indemnity under this policy.

(e) Contribution:

If at the time of any occurrence which gives rise to a claim under this policy the Damage, legal costs, expenses or liability is covered in whole or in part by any other insurance or would be otherwise insured but for the existence of this policy, We shall only pay that amount which exceeds the maximum amount payable under such other insurance had this insurance not been effected.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction We will not pay any costs and expenses where cover is provided by any other insurance or where but for the existence of this Policy would have been provided by such insurance.

## **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT, 1999**

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8. A person or company who was 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.

#### **INSURED'S COMPLIANCE**

9. You shall at all times in addition to Your obligations set out in 7 above provide such information to and co-operate with Us or Our appointed agents to allow Us to be able to comply with all relevant statutory requirements or such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice or comply with the requirements of official investigation pursuant to Statute or otherwise.

#### **LONG TERM AGREEMENT CLAUSE**

10. Where the Schedule shows that this Condition is operative a discount has been allowed from the premium in consideration of You having undertaken to offer the renewal of this insurance at the same terms and conditions for the period stated and to pay the premium annually in advance provided that:
- (i) this undertaking shall apply to any insurance or insurances issued by Us in place of this policy
  - (ii) the premium shall be subject to revision at any time following any alteration in physical hazard and/or increase in liabilities;
  - (iii) at any renewal date We may require revised terms or conditions and if You do not accept such terms or conditions the agreement set out in this Condition shall lapse;
  - (iv) We shall be under no obligation to accept an offer made under this Condition.

#### **FINANCIAL OR TRADE SANCTIONS**

11. 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.

#### **SEVERAL LIABILITY**

12. The liability of the Insurers is several and not joint and is limited solely to the extent of their individual proportions. The Insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

#### **FRAUD**

If You, or anyone acting for You, makes a fraudulent Claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, We:

- (a) will not be liable to pay the Claim; and
- (b) may recover from You any sums paid by Us to You in respect of the Claim; and
- (c) may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:



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- (i) We shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to Our liability under this Policy (such as the occurrence of a loss, the making of a Claim, or the notification of a potential Claim); and.
  - (ii) We need not return any of the premium paid.

#### **PROPORTIONMENT OF DEFENCE COSTS**

13. Except where the Limit of Indemnity is inclusive of Defence Costs if a payment exceeding the Limit of Indemnity has to be made to dispose of a claim Our liability to pay all Defence Costs in connection with the claim shall be limited to such proportion of the Defence Costs as the Limit of Indemnity bears to the amount paid to dispose of the claim.

#### **ADJUSTMENT**

14. If any part of the Premium or Renewal Premium is based on estimates provided by You, You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record. You shall within one month after the expiry of each Period of Insurance provide such information as We may require. The Premium or Renewal Premium shall then be adjusted and the difference paid by or allowed to You.

#### **RIGHTS OF RECOVERY (Applicable to Section 1 only)**

15. This Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Channel Islands, the Isle of Man and offshore installations in territorial waters around Great Britain and its continental shelf but You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law ordinance or statute

#### **EMPLOYERS LIABILITY CERTIFICATES (Applicable to Section 1 only)**

16. If this policy or this Section is cancelled any certificate of Employer's Liability insurance is cancelled at the same time.

#### **COSTS INCLUSIVE IN USA & CANADA (Applicable to Sections 2 & 3 only)**

17. Where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories Our Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the Schedule.

#### **APPLICATION OF LIMITS OF INDEMNITY (Applicable to Sections 2 & 3 only)**

18. In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity under both Sections 2 and 3, each Section shall apply separately and be subject to its own separate Limits of Indemnity provided always that the total amount of Our liability shall be limited to the greater of the Limits of Indemnity available under either Section providing indemnity for the occurrence or series of occurrences.

#### **EXCESS (Applicable to Sections 2 & 3 only)**

19. The Excess will be payable before We shall be liable to make any payment.

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## EXTENSIONS

(Extensions apply to all Sections unless specified otherwise)

### ADDITIONAL PERSONS INSURED

- 1
- (a) In the event of the death of any person entitled to indemnity under this insurance, We will indemnify in the terms of this Policy the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
  - (b) At Your request indemnity will be extended to:
    - (i) any of Your directors, partners or Employees in respect of liability arising in connection with the Business
    - (ii) any officer committee or member of Your canteen sports social or welfare organisation; fire, security, first aid, medical or ambulance services in their respective capacities as such but not including medical practitioners while working in a professional capacity
    - (iii) any of Your directors, partners or senior officials in respect of private work undertaken for them with your consent by any Employee

each of whom shall be subject to the terms and conditions of this policy so far as they can apply as though the Insured and provided You would have been entitled to indemnity under this insurance if the claim had been made against You

For the purposes of the Limit of Indemnity all of the persons entitled to indemnity under this insurance shall be treated as a one party or legal entity so that there will be only two parties to the contract of insurance namely You and Us.

### COURT ATTENDANCE COSTS

- 2
- In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this insurance We will provide compensation at the following rates per day on which attendance is required

- |     |                                          |      |
|-----|------------------------------------------|------|
| (a) | You or any of Your directors or partners | £500 |
| (b) | any Employee                             | £250 |

Provided always that

- (i) We shall not be liable unless We have the sole conduct and control of all claims covered by this Extension
- (ii) this Extension shall not apply to any liability which is covered by any other insurance

### UNSATISFIED COURT JUDGEMENTS (Applicable to Section 1 only)

- 
- 3 In the event of a judgement for damages being obtained by any Employee or the personal representatives of any Employee in any court situated within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (i) in respect of Injury to the Employee caused during any Period of Insurance and arising out of and in the course the Business, and
  - (ii) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, and
  - (iii) payment remaining unsatisfied in whole or in part six (6) months after the date of such judgement,

at Your request We will pay to the Employee or personal representative of the Employee the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided always that

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Extension the Employee or personal representatives of the Employee shall assign the judgement including damages and costs to Us

**INDEMNITY TO PRINCIPALS (Applicable to Sections 1 & 2 only)**

- 4 Where You so request, We agree to indemnify any Principal but only to the extent that such liability arises solely out of the work performed for the Principal by You or on Your behalf. Provided that the Principal shall be subject to and comply with the terms and Conditions within this policy and this clause shall in no way operate to increase the Limits of Indemnity as stated in the Schedule

**EXHIBITIONS (Applicable to Sections 1 & 2 only)**

- 5 We will indemnify You in respect of liability arising out of Your attendance at exhibitions and trade fairs during the Period of Insurance and within the Territorial Limits applicable to each Section.

**CROSS LIABILITIES (Applicable to Sections 2 & 3 only)**

- 6 Each person or party specified as the Insured in the Schedule is separately indemnified in respect of claims made against any of them by any other. Provided that Our total liability shall not exceed the stated Limits of Indemnity

**DEFECTIVE PREMISES ACT (Applicable to Section 2 only)**

- 7 We will indemnify You in respect of liability arising during the Period of Insurance under the Defective Premises Act 1972 or similar legislation in relation to any business premises or land of which You have disposed. Provided that
- (a) such liability is not otherwise insured, and
  - (b) We shall not be liable in respect of the costs incurred by anyone in removing rebuilding repairing or rectifying any such premises

**MOTOR CONTINGENT LIABILITY (Applicable to Section 2 only)**

- 8 Despite Exclusion 10 this insurance will indemnify You in respect of Injury

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or Damage arising out of the use of any motor vehicle owned by an Employee and being used in the course of the Business

Provided always that no indemnity is provided by this Extension:

- (a) in respect of Injury to any person being carried by motor cycle otherwise than in a sidecar attached to it
- (b) for Damage to any vehicle and/or contents therein
- (c) Injury or Damage arising while such vehicle is being driven by You or any Employee other than the owner of such vehicle
- (d) if such vehicle is more specifically insured
- (e) for any Employee whilst driving or in charge of such vehicle
- (f) if such vehicle is being used outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (g) if the vehicle is being used with Your general consent or that of Your representative by any person who, to Your knowledge or the knowledge 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

**OVERSEAS PERSONAL LIABILITY (Applicable to Section 2 only)**

- 9 We will indemnify You and, if You so request, any of Your directors or Employees (or immediate family accompanying You or them) against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the Business

The indemnity will not apply:

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

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## EXCLUSIONS

(Exclusions apply to all Sections unless specified otherwise)

### **RADIOACTIVE CONTAMINATION**

1. We will not cover Damage cost expense or indemnity against any legal liability of whatsoever nature caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity
  - (d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals
  - (e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemical synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxins)

### **SONIC BANGS**

2. This insurance does not cover Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **WAR & SIMILAR RISKS**

3.
  - (a) We will not cover Damage or indemnity against any legal liability occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities or war like operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution military or usurped power martial law 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.
  - (b) We will not cover Damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to 2 (a) above.

### **ELECTRONIC RISK**

We will not cover indemnity against any legal liability for Damage, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use reduction in functionality cost

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expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorized instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

#### **DATE RECOGNITION EXCLUSION**

4. We will not cover liability of whatsoever nature or any physical Damage or any loss directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether belonging to You or not, to
  - (a) correctly recognise any date as its true calendar date; or
  - (b) capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date; or
  - (c) capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software, being a command which caused the loss of data or information or command or instruction or the inability to capture, save, retain or correctly to process such data or information, command or instruction on or after any date; or
  - (d) otherwise function correctly.

#### **ROAD TRAFFIC ACT**

5. We will not provide any indemnity in respect of any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation

#### **LIABILITY ASSUMED UNDER CONTRACT**

6. We will not indemnify You
  - (i) in respect of any claims in respect of liability which is assumed by You under any contract or agreement
  - (ii) in respect only of claims arising under Section 3, in the case of liability arising out of a condition or warranty of goods implied by law

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unless liability would have attached in the absence of such agreement.

**FINES OR PENALTIES**

7. We will not be liable in respect of:
- (i) any fines, penalties or liquidated damages
  - (ii) the costs of appeal against any improvement or prohibition notices
  - (iii) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
  - (iv) compensation ordered or awarded by a Court of Criminal Jurisdiction

**OFFSHORE WORK**

8. We will not be liable in connection with any work Offshore. If We are required by law to make a payment regarding Offshore cover then a Limit of Indemnity of £5,000,000 any one occurrence inclusive of all costs and expenses shall apply.

**TERRORISM (Applicable to Section 1 only)**

9. We will not pay for liability caused by, resulting from or in connection with
- (a) any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - (b) any action taken in controlling, preventing, suppressing or in anyway relating to any act of Terrorism

Despite the above it is agreed that this exclusion will not apply to damages payable by You for any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause up to a limit of £5,000,000 inclusive of all costs and expenses.

**MOTOR VEHICLES (Applicable to Section 2 only)**

10. We will not pay for any liability arising out of the ownership possession or use by You or on Your behalf of any motor vehicle or trailer for which compulsory insurance is required by legislation other than liability
- (a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer
  - (b) arising beyond the limits of any carriageway or thoroughfare by the loading or unloading of any motor vehicle or trailer
  - (c) for Damage to any bridge weighbridge road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried thereon
  - (d) arising out of any motor vehicle or trailer temporarily in Your custody or control for the purpose of parking

and where such liability does not require compulsory insurance by legislation governing the use of any motor vehicle or trailer

**PRODUCTS SUPPLIED (Applicable to Section 2 only)**

11. We will not pay for any liability arising out of Products supplied other than:
- (a) food or drink sold or supplied for consumption by Your directors, Employees or visitors

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- (b) the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose

**AIR AND WATER CRAFT (Applicable to Section 2 only)**

- 12. We will not pay for liability arising out of the ownership possession or use by You or on Your behalf of any
  - (a) aircraft or other aerial device
  - (b) aerospace device
  - (c) hovercraft
  - (d) watercraft other than hand or sail propelled watercraft whilst being used on inland waterways

**CARE, CUSTODY AND CONTROL (Applicable to Section 2 only)**

- 13. We will not pay for liability arising as a result of Damage to property owned leased or hired by You or under hire purchase or on loan to You or otherwise in Your care custody or control other than
  - (a) premises (or the contents thereof) temporarily occupied by You at which You are undertaking work in connection with the Business (but no indemnity is granted for Damage to that part of the property on which You are working and which arises out of such work)
  - (b) directors', partners', Employees' and visitors' clothing and personal effects including vehicles and their contents
  - (c) premises tenanted by You to the extent that You would be liable in the absence of any specific agreement

**DEFECTIVE WORK OR MATERIALS (Applicable to Section 2 only)**

- 14. We will not indemnify You in respect of the cost of replacing or making good faulty, defective or incorrect
  - (a) workmanship, or
  - (b) materials, goods or other property supplied, installed or erected by You or on Your behalf

**INJURY TO AN EMPLOYEE (Applicable to Sections 2 & 3 only)**

- 15. We will not pay for Injury to an Employee where such Injury arises out of the Business.

**PROFESSIONAL ADVICE & DESIGN (Applicable to Sections 2 & 3 only)**

- 16. We will not pay for liability arising out of or in connection with advice, design, plans, specifications, formulae, surveys or directions prepared or given by You or on Your behalf for a fee or in circumstances where a fee would usually be charged but this shall not exclude such liability arising in conjunction with Products supplied.

**POLLUTION (Applicable to Sections 2 & 3 only)**

- 17. We will not pay for any liability arising:
  - (a) from Pollution of buildings or other structures or of water or land or the atmosphere outside of North America other than caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place. Provided that Our liability shall not exceed the sum stated in the Schedule in respect of all occurrences.



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- (b) from any Pollution or contamination of buildings or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America

**ASBESTOS (Applicable to Sections 2 & 3 only)**

18. We will not pay for any liability arising or resulting from or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

**EXCESS (Applicable to Sections 2 & 3 only)**

19. We shall not be liable for the Excess as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

**PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES (Applicable to Sections 2 & 3 only)**

20. We will not be liable in respect of punitive exemplary or aggravated damages or sums awarded in restitution or any additional damages resulting from the multiplication of compensatory damages

**DAMAGE TO PRODUCTS (Applicable to Section 3 only)**

21. We will not pay for Damage to any Product or part thereof

**REPAIR OR REPLACEMENT OF PRODUCTS (Applicable to Section 3 only)**

22. We shall not be liable for costs incurred in the repair reconditioning or replacement of any Product or part thereof and/or financial loss consequent upon the necessity for such repair reconditioning or replacement

**PRODUCT RECALL (Applicable to Section 3 only)**

23. We shall not be liable for any liability arising out of the recall of any Product or part thereof

**AIRCRAFT PRODUCTS (Applicable to Section 3 only)**

24. We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for manufacturers of aircraft and safety critical aircraft components such as airframe, driving equipment, landing gear, under structure, electronic equipment, hydraulic equipment and technical instruments.

**EXPORTS TO NORTH AMERICA (Applicable to Section 3 only)**

25. We will not pay in respect of liability arising out of any Product which, with Your knowledge, is intended for export to the United States of America or Canada or their dependencies or trust territories.

26. **INFECTIOUS OR CONTAGIOUS DISEASES EXCLUSION**

Notwithstanding any other provision herein, This Insurance does not cover any actual or alleged loss, damage, liability, injury, sickness, cost or expense, regardless of any other cause contributing concurrently or in any sequence, in any way caused by or resulting directly or indirectly:

- (a) Infectious or contagious disease;
- (b) any fear or threat of (a) above; or
- (c) any action taken to minimise or prevent the impact of (a) above

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Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

## APPENDIX - DATA PROTECTION NOTICE – CUSTOMERS

This Data Protection Notice contains the information You need in order to understand how Your personal data is used by the Insurer and Intermediaries. If you would like more details, please go to [www.watfordre.com](http://www.watfordre.com) or [www.chapmanandstacey.com](http://www.chapmanandstacey.com), or contact us using the details in Section 11 below.

In this Data Protection Notice: **Insurer** refers to Watford Insurance Company Europe Limited. Intermediaries refers to Chapman & Stacey Limited and its contractors, who arrange insurance cover and handle Your claims. You/Your refers to the policyholder or any other person insured or potentially insured by the contract or potential contract. It is the responsibility of the person seeking the quotation or arranging the insurance to convey the information in this Data Protection Notice to any other such person. In order to manage our business and provide our services to customers, the Insurer and Intermediaries (**we, us, our**) collect a certain amount of personal data. "Personal data" means data relating to a living individual who is or can be identified either from the data or from the data in conjunction with other information.

This Data Protection Notice sets out the basis on which we gather, use, disclose and process any personal data we collect from You, or that You provide to us. We will use Your personal data only for the purposes and in the manner set forth below which describes the steps we take to ensure our processing of Your personal data is in compliance with the General Data Protection Regulation ((EU) 2016/679) (the **GDPR**) and any implementing legislation.

**Please read the following carefully to understand our use of Your personal data.**

**Your Right to Object – Please note that You have a right to object to the processing of Your personal data where that processing is carried out for our legitimate interests, but if you do this it may affect our ability to provide insurance to you.**

### 1. What Personal Data we May Collect about You?

In order to provide insurance quotes, insurance policies and deal with any claims or complaints, we need to collect and process personal data about You. If You do not provide the information we need, we may not be able to offer You a quote or provide our services to You. The types of personal data that are processed may include:

Category	Types of Data Collected
Individual details	Name, address, gender, marital status, date of birth, nationality, marketing preferences, bank account details or payment card details, vehicle details, relevant criminal convictions, penalty points, employer, job title and family details, including their relationship to You.
Identification details	Identification numbers issued by government bodies or agencies, including Your driving license number.

Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti-fraud databases related to You.
Special categories of personal data and criminal convictions data	Certain categories of personal data which have additional protection under applicable data protection laws. These categories are health and criminal convictions.
Claims information	Information about previous and current claims (including other unrelated insurances), which may include data relating to Your health (e.g., injuries and relevant pre-existing conditions), relevant criminal convictions, or other special categories of personal data mentioned above.
Risk details	Information about You which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to Your health, relevant criminal convictions, or other special categories of personal data.

## 2. The Purposes of, and Legal Basis for, Processing Your Personal Data

We hold, disclose and process Your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at Your request prior to entering into a contract. This includes using Your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may also use Your personal data where:

- a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Financial Conduct Authority, the Prudential Regulatory Authority or other applicable regulatory authorities);
- b) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of Your policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) general risk modelling, (v) transferring books of business, company sales and reorganizations; (vi) analytics provided such interests are not overridden by Your interests and rights; (vii) obtaining reinsurance; and (viii) the prevention or detection of an unlawful act.
- c) You have consented to processing Your information in such a way.

## 3. Criminal Convictions

The Insurer and Intermediaries may hold, use, disclose and process personal data relating to relevant criminal convictions and offences for the purposes identified above, where necessary to comply with our legal and regulatory obligations, or where necessary to support our legitimate interests. We will only carry out such processing where it is authorised or required by law.

## 4. Special Categories of Personal Data

We hold, use, disclose and process special categories of personal data (e.g., Your health data) where:

- You have given us Your explicit consent;
- the processing is necessary to enable us to provide the service(s) You have requested or to protect Your, or another's vital interest;
- You have manifestly made Your personal data publically available;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

## 5. Who We Share Your Information with

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In order to provide our services and to comply with legal obligations imposed on us, it may be necessary for us to disclose Your personal data to third parties, including without limitation to the following:

- with the Insurer group, and our agents and third parties who provide services to us, Your Intermediary and other insurers (either directly or via those acting for the Insurer) to help us administer our products and services;
- with regulatory bodies and law enforcement bodies (where we are required to do so to comply with a relevant legal and regulatory obligation);
- legal, financial, medical and other professional advisors;
- with the Insurer's affiliates assisting with the operations of the Insurer; and
- with the Insurer's reinsurers, who provide reinsurance services to the Insurer. Reinsurers will use Your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep Your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies. To the extent the reinsurer is a member of the Insurer group and is subject to the GDPR, the reinsurer will process Your personal data where in its legitimate interests to do so. For further information please visit [www.watfordre.com](http://www.watfordre.com).

## **6. Transfer of Personal Data outside the EEA, UK or Switzerland**

The personal data we collect from You may be transferred to, and stored at a destination outside of the European Economic Area (**EEA**), the UK and Switzerland, for purposes described above. Those countries may not provide an adequate level of protection in relation to processing Your personal data. Due to the global nature of our business, Your personal data may be disclosed to members of our group outside of the EEA, the UK and Switzerland, including in particular Bermuda and the U.S.

However, to ensure that Your personal data receives an adequate level of protection we have put in place the following appropriate safeguards in place to protect the privacy and integrity of such personal data:

- **Model Clauses: standard clauses in our contracts with our above listed third parties to ensure that any personal data leaving the EEA, the UK or Switzerland will be transferred in compliance with applicable data protection laws. Copies of our current Model Clauses are available on request by using the Insurers' contact details listed in Section 11; and**
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties are certified under the EU/Swiss-U.S. Privacy Shield.

## **7. How Long we Keep Your Personal Data**

We are required to ensure that Your personal data, as a policyholder, is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing Your personal data.

Where You purchase our insurance product, information will be held for the duration of Your insurance cover and a period of at least 7 years after the end of our relationship. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims brought under or in connection with Your policy.

## **8. Automated Decision Making**

You have a right not to be subjected to decisions based on automated processing, including profiling, which produce legal effects concerning You or similarly significantly affects You. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for performing that contract (i.e., Your policy of insurance or quote), where it is authorised by law or where You have provided Your explicit consent. Where we use

automated decision-making You will always be entitled to have a person review the decision so that You can contest it and put Your point of view and circumstances forward.

## 9. Your Data Rights

You have several rights in relation to Your personal data. You have a right to:

- access a copy of Your personal data held by us;
- request rectification of Your personal data if it is inaccurate or incomplete;
- request erasure of Your personal data in certain circumstances;
- restrict our use of Your personal data in certain circumstances;
- move (or port) personal data which You have given us to process on the basis of Your consent or for automated processing;
- object to the processing of Your data where our legal basis for processing Your data is our legitimate interests;
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant affects; and
- withdraw consent.

However, these rights may not be exercised in certain circumstances, such as when the processing of Your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If You wish to exercise any of Your rights in this regard please contact us using the contact details in Section 11. We will respond to Your request in writing, or orally if requested, as soon as practicable and in any event not more than one month after receipt of Your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify Your request.

## 10. Consequences of Failure to Provide Information

If the Insurer or the Intermediaries cannot collect information requested from You, it may make it difficult, impossible, or unlawful for us to give You advice on, provide You with, and administer our insurance products.

If the Insurer or the Intermediaries ask for information and You do not wish to give it to us, or if You wish to withdraw consent to the use of Your personal data, the Insurer or the Intermediaries will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. If You have any queries in respect of the consequences of not providing information or withdrawing Your consent, please contact the Insurer and Intermediaries using the contact details in Section 11.

## 11. Further Information

If You require any further information about how we use Your data or if You want to exercise any of Your rights under this Data Protection Notice, please contact the Insurer and Intermediaries as listed below:

<b>Insurer</b>	<b>Intermediaries</b>
<p>Data Protection Officer            Watford Holdings, Ltd.            100 Pitts Bay Road, 1st Floor            Hamilton, HM-08            Bermuda            Tel: +1-441-278-3454            Email: <a href="mailto:WatfordDPO@WatfordHoldings.com">WatfordDPO@WatfordHoldings.com</a></p> <p>Watford Insurance Company Europe Limited            Data Protection Officer            PO Box 1338            Grand Ocean Plaza, First Floor            Ocean Village</p>	<p>Data Protection Officer            Chapman &amp; Stacey Ltd            3 Sydney Road            Haywards Heath            RH16 1QH            Email: <a href="mailto:mail@chapmanandstacey.co.uk">mail@chapmanandstacey.co.uk</a> Tel:            +44 (0) 1444 450600</p>

<p>Gibraltar GX11 1AA Email: <a href="mailto:WatfordDPO@WatfordHoldings.com">WatfordDPO@WatfordHoldings.com</a> Phone: +1-441-278-3454</p> <p>Watford Insurance Company Europe Limited is an insurance company licensed by the Financial Services Commission in Gibraltar (incorporation number 112869).</p>	
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The Insurer and the Intermediaries encourage You to review this Data Protection Notice and explore the websites below where additional information about the processing of Your personal data may be found:

- [www.chapmanandstacey.com](http://www.chapmanandstacey.com)
- [www.watfordre.com](http://www.watfordre.com)

If You wish to receive a copy of website information of the Insurer and/or the Intermediaries by post, please contact the Insurer and Intermediaries as listed above.

## 12. Your Right to Complain to the ICO

If You are not satisfied with our use of Your personal data or our response to any request by You to exercise any of Your rights in Section 9, You have the right to lodge a complaint with the Information Commissioner's Office. Please see the below contract details:

<b>England</b>	<p>Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF Phone: 0303 123 1113 (local rate) or 01625 545 745 (national rate) Email: <a href="mailto:casework@ico.org.uk">casework@ico.org.uk</a></p>
<b>Scotland</b>	<p>Information Commissioner's Office 45 Melville Street Edinburgh EH3 7HL Phone: 0303 123 1115 Email: <a href="mailto:scotland@ico.org.uk">scotland@ico.org.uk</a></p>
<b>Wales</b>	<p>Information Commissioner's Office 2<sup>nd</sup> Floor Churchill House Churchill way Cardiff CF10 2HH Phone: 029 2067 8400 Email: <a href="mailto:wales@ico.org.uk">wales@ico.org.uk</a></p>
<b>Northern Ireland</b>	<p>Information Commissioner's Office 3<sup>rd</sup> Floor 14 Cromac Place Belfast BT7 2JB Phone: 0303 123 1114 (local rate) or 028 9027 8757 (national rate) Email: <a href="mailto:ni@ico.org.uk">ni@ico.org.uk</a></p>

<b>Gibraltar</b>	Data Protection Commissioner, Gibraltar Regulatory Authority 2 <sup>nd</sup> Floor Eurotowers 4 1 Europort Road Gibraltar Phone: 350 20074636 Email: info@gra.gi
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### **13. Important Information about This Data Protection Notice**

Each Insurer and Intermediary providing this Data Protection Notice to You is a separate legal entity and separate data controller in respect of Your personal data.