

Section D - Employers' Liability

The schedule will show if this section applies and the cover is in force

Cover

We will indemnify **You** against **Your** legal liability to pay damages and **Legal Costs** arising out of **Bodily injury** to an **Employee** caused during the period of insurance in connection with the **Business Activity**

- (a) within the **Geographical Limits**
 - or
- (b) elsewhere in the world where an **Employee** is temporarily employed for not more than 60 days provided the **Employee**
 - (i) is domiciled and
 - (ii) was engaged by **You**within the **Geographical Limits**

Unless **We** specifically state otherwise **We** will also indemnify

- (a) **Your** personal representatives in respect of legal liability incurred by **You**
- (b) at **Your** request
 - (i) any **Principal**
 - (ii) any director trustee partner or **Employee**

in respect of liability for which **You** would have been entitled to indemnity had the claim been made against **You**

- (c) any officer or member of **Your** canteen social sports and welfare facilities and fire first aid ambulance and security services in their individual capacities as such
- (d) any director trustee partner or **Employee** in respect of private work carried out with **Your** prior consent by an **Employee** for such director trustee partner or **Employee**

We will not provide an indemnity to any medical or dental practitioner in respect of medical services provided

The total amount **We** will pay in respect of

- (a) any one **Event** which is directly or indirectly caused by results from or is in connection with **Terrorism** shall not exceed £5,000,000
 - If **We** allege the **Bodily Injury** has resulted from **Terrorism** the burden of proving the contrary shall be upon **You**
- (b) any other **Event** shall not exceed the limit of indemnity shown in the schedule

This insurance complies with the provisions of any law enacted in the **Geographical Limits** relating to the compulsory insurance of liability to **Employees**

You will repay any sums paid by **Us** which **We** would not have been obliged to pay but for the provisions of such law

Extensions

The following extensions are subject to the terms of the policy

1 Compensation for court attendance

If **We** request any of the following categories of people to attend court as a witness in connection with a claim under this section of the policy **We** will provide **You** with the following rates of compensation for each day on which attendance is required

Any of **Your** directors trustees or partners £500

Any **Employee** £250

2 Corporate manslaughter defence costs

We will indemnify **You** in respect of legal costs and expenses incurred with **Our** prior written consent in connection with the defence of any criminal proceedings or an appeal against conviction which arises from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007 committed or alleged to have been committed during the period of insurance in the course of the **Business Activity**

Provided that

- (a) **Our** liability under this extension shall not exceed £1,000,000 in any one period of insurance
This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- (b) if this policy provides Legal Expenses insurance this extension shall only operate in respect of any excess beyond the amount payable under the Legal Expenses section
- (c) where **We** have already provided an indemnity in respect of any **Legal Costs** incurred in the defence of any criminal proceedings arising out of the same **Event** which has given rise to the proceedings in respect of corporate manslaughter or corporate homicide any amount already paid by **Us** will be taken into account in calculating **Our** liability under this extension
- (d) **We** must consent in writing to the appointment of any solicitor or counsel who is to act for **You** and on **Your** behalf
- (e) any appeal can only commence if counsel has advised that it is more likely for an appeal to be successful than not

No indemnity will be provided

- (i) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance
However this exclusion shall not apply in the circumstances outlined in proviso (b)
- (ii) in respect of any proceedings which result from **Your** deliberate act or omission or the deliberate act or omission of any trustees managerial employees partners directors of **Yours** while acting in their corporate capacity and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (iii) in respect of fines or penalties of any kind including the costs of remedial or publicity orders or the steps required to be taken by such orders

3 Cross liabilities

If **You** consist of more than one party (and in the case of partnerships this shall mean each individual partner) **We** will indemnify each party in the terms of this policy against liability incurred to the other in the same manner and to the same extent as if a separate policy had been issued to each subject to the maximum amount payable in respect of damages arising out of one **Event** not exceeding the limit of indemnity

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4 Defence costs

We will subject to the limit of indemnity indemnify **You** in respect of

- (a) **Legal Costs** and expenses incurred with **Our** written consent
- (b) costs awarded against **You**

in connection with the defence of any criminal proceedings or an appeal against a conviction arising from such proceedings brought for a breach of

- (i) the Health & Safety at Work etc. Act 1974
- (ii) Part II of the Consumer Protection Act 1987
- (iii) the Food Safety Act 1990

alleged to have been committed during the period of insurance in connection with the **Business Activity**

No indemnity will be provided by this extension

- (a) where indemnity is provided by any other insurance
- (b) in respect of fines or penalties of any kind
- (c) in respect of any costs expenses or reimbursements resulting from an order made under Section 9 or resulting from any Regulation in respect of charges under Section 45 of the Food Safety Act 1990
- (d) where the proceedings have resulted from any deliberate act or omission by
 - (i) **You** or any director trustee or partner of **Yours**
 - (ii) any **Employee** of **Yours** who has specific responsibility for compliance with the above legislation

which could reasonably have been expected to constitute a breach of the above legislation

The total amount **We** will pay in respect of any one **Event** shall not exceed £500,000

Exclusion

No indemnity will be provided in respect of any liability in respect of **Bodily Injury** for which **You** are required to arrange motor insurance or security in accordance with any road traffic legislation within the European Union



Head office

CMA House
Newham Road
Newham
Truro
Cornwall TR1 2SU
Tel: 01872 277151
Fax: 01872 223053

email: enq@cornishmutual.co.uk
www.cornishmutual.co.uk

