

The general terms and conditions and the following terms and conditions all apply to this section.

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**Special definitions for this section**

<b>Bodily injury</b>	Death or any bodily or mental injury or disease.
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Employee</b>	Any person working for <b>you</b> in connection with <b>your</b> business who is: a. employed by <b>you</b> under a contract of service or apprenticeship; b. hired to or borrowed by <b>you</b> ; c. self-employed and working on a labour only basis under <b>your</b> control or supervision; d. engaged by labour only sub contractors; e. a labour master or a person supplied by him; f. engaged under a work experience or training scheme; g. a voluntary helper.
<b>Terrorism</b>	An act, including but not limited to the use of force or violence and/or the threat of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, 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.

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**What is covered**

Claims against you	If any <b>employee</b> brings a claim against <b>you</b> for <b>bodily injury</b> caused to them during the <b>period of insurance</b> arising out of their work for <b>you</b> within, or while working temporarily outside, the <b>geographical limits</b> , <b>we</b> will indemnify <b>you</b> against the sums <b>you</b> have to pay as compensation.  The amount <b>we</b> pay will include <b>defence costs</b> but <b>we</b> will not pay costs for any part of a claim not covered by this section.
Criminal proceedings	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> during the <b>period of insurance</b> for any breach of statute or regulation directly relating to any actual or potential claim under this section, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> .
Claims against principals	If, as a result of <b>your business</b> , any party brings a claim, which falls within (a) above, against <b>your</b> principal <b>you</b> are liable for that claim, <b>we</b> will treat such claim as if made against <b>you</b> and make the same payment to the principal that <b>we</b> would have made to <b>you</b> , provided that the party to be indemnified: a. has not, in <b>our</b> reasonable opinion, caused or contributed to the claim against them; b. accepts that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section; c. has not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it; d. gives <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.
Court attendance compensation	If any person within the definition of <b>you</b> , or any other relevant party chosen by <b>you</b> (except expert witnesses) has to attend Court as a witness in connection with a claim against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> compensation for each day that their attendance is required by <b>our</b> solicitor.

### What is not covered

Deliberate or reckless acts	A. <b>We</b> will not make any payment for:
Offshore	1. Any claim or loss directly or indirectly due to: <ol style="list-style-type: none"> <li>a. any act, breach or omission <b>you</b> deliberately or recklessly commit, condone or ignore.</li> <li>b. any <b>bodily injury</b> caused to any of <b>your</b> employees while they are offshore. An <b>employee</b> is regarded as being offshore from the moment they board any form of transport at the departure point for an offshore rig or platform until the moment they disembark on their return from the rig or platform.</li> <li>c. any <b>bodily injury</b> to any <b>employee</b> while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where <b>you</b> are entitled to indemnity from any other source.</li> </ol>
Road traffic	2. Any claim brought against <b>you</b> in any court, or legal proceedings in any country, outside the <b>geographical limits</b> . This also applies to proceedings in any court within the <b>geographical limits</b> to enforce, or which are based on, a judgment or award from outside the <b>geographical limits</b> .
Claims outside the geographical limits	

### How much we will pay

#### Special limits

Terrorism	a. The most <b>we</b> will pay for claims and their defence costs arising from <b>terrorism</b> is the amount shown in the schedule. If <b>we</b> decide that this limit applies to a claim, it is <b>your</b> responsibility to prove that the claim does not arise from <b>terrorism</b> .
Criminal proceedings costs	b. <b>We</b> will pay up to the amount shown in the schedule for the costs to defend criminal proceedings. This applies to all actions brought against <b>you</b> during the <b>period of insurance</b> .
Court attendance compensation	c. For Court attendances, <b>we</b> will pay the amount shown in the schedule for each day or part of a day. The most <b>we</b> will pay for the total of all Court attendances is the amount shown in the schedule.

### Your obligations

#### If a problem arises

**We** will not make any payment under this section:

1. unless **you** notify **us** promptly of any claim or threatened claim against **you**.
2. unless **you** notify **us** as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.
3. if, when dealing with **your** employee or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement.

### Control of defence

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

### Compulsory insurance clause

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Continental Shelf around these countries. **You** must repay all payments **we** make which **we** would not have been liable to pay in the absence of such law.