



*General Liability Policy*  
*For*  
*Recruitment Agencies*



*Counce O'Hara & Company Ltd*  
**Tel: 0161 833 2100**  
**Fax: 0161 839 2100**

## Definitions

Underwriters have set out below definitions of certain words or phrases that are repeated throughout the Policy. If any of these words or phrases appear in an **endorsement** to this Policy they will have the same meaning.

**Injury**; shall mean:

bodily injury death disease illness (which shall include mental anguish shock) and;

false arrest false detention false imprisonment wrongful eviction malicious prosecution invasion of right of privacy.

**Claim Payment**; shall mean:

The amount Underwriters agree to pay the Assured for any claim the Assured makes which is covered under this Policy. Underwriters may choose to settle the claim by repairing the item to its original state or making a cash payment equivalent to the replacement value of the item less a deduction for wear and tear or loss of value. The maximum amount Underwriters will pay for any one claim is the sum insured or limit of indemnity shown in the **schedule**.

**Compensation**; shall mean:

All sums which the Assured is legally liable to pay as **compensation** other than punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

**Contractual Liability**; shall mean:

Liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such a contract or agreement.

**Endorsement**; shall mean:

An agreed variation in the terms (or a change in details) of your Policy.

**Employee**; shall mean:

- a) any person under a contract of service or apprenticeship to the Assured.
- b) any self-employed person
- c) any person hired to or borrowed by the Assured
- d) any person engaged under a work experience youth training or similar scheme while working for the Assured in connection with the **business**.

**Excess**; shall mean:

The total amount payable by the Assured or any other person entitled to indemnity under this Policy in respect of any accidental damage to material property arising out of any one occurrence or series of occurrences arising out of any one cause before Underwriters shall be liable to make any payment.

**Period of Insurance;** shall mean:

The length of time the Policy lasts as shown in the **schedule**. It also includes any extra period for which **we** have accepted premium.

**Pollution;** shall mean:

Contamination the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids gases or waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any water course or body of water

**Territorial Limits;** shall mean:

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**An Act of Terrorism;** shall mean:

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.

**Occurrence;** shall mean:

Section (1): Employers Liability

**Occurrence** shall mean an accident or event including continuous or repeated injurious exposure to conditions during the Period of Insurance which result in the death of or bodily injury illness or disease sustained by any Employee

Section (2): Public Liability

**Occurrence** shall mean an event including continuous or repeated injurious exposure to the same conditions during the Period of Insurance which result in Injury or Property Damage

**Offshore;** shall mean:

Embarkation on to a vessel or aircraft (including helicopters) for conveyance to an offshore installation or support or accommodation vessel until disembarkation from the conveyance on to land upon return from the offshore installation or support or accommodation vessel.

## Section (1) EMPLOYERS' LIABILITY INSURANCE.

### What is Covered

In the event of death, bodily injury, illness or disease caused to an **employee** within the **territorial limits** arising out of and in the course of employment by the **Assured**, Underwriters will indemnify the **Assured** in respect of **compensation** of such bodily injury, illness or disease arising out of such an event.

### Limit of Liability

Underwriters liability for compensation costs and expenses shall not exceed in respect of any one **Occurrence**:

- a) the total amount payable under this Policy (including all Extensions and Memoranda except where otherwise provided) in respect of all damages costs and expenses the Limit of Indemnity stated in the Schedule
- b) the total amount payable under this Policy in respect of all damages costs and expenses arising out of all claims during any Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will be only two parties to the contract of insurance namely the Underwriter and the first named Assured

### Section Condition

The indemnity provided by this Section is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands but the **Assured** must repay any amounts paid by Underwriters which they would not have been liable for but for the provisions of such law.

### Section Exclusion

Underwriters shall not provide indemnity against liability in respect of which compulsory Insurance or security is required under the Road Traffic 1988 or the Road Traffic Act (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order.

### Section Extensions

These Section Extensions are subject otherwise to the terms Exclusions and Conditions of this Policy.

#### 1) Work Overseas

The Indemnity provided by this Section shall extend to apply in respect of liability for **Injury** caused to an **employee** whilst temporarily engaged in work outside the **territorial limits**.

Provided that

- a) such **employee** is ordinarily resident within the **territorial limits**.
- b) Underwriters shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.
- c) the "temporary" period will not exceed 30 days in respect of contractors.

## 2) Unsatisfied Court Judgements

Where a judgement for damages has been obtained by an **employee** or the legal personal representatives of any **employee**:

- a) in respect of **Injury** sustained by the **employee** arising out of and in the course of employment by the **Assured**.
- b) against any individual resident in premises within the **territorial limits** in any court situate in the **territorial limits**:

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement, **Underwriters** will at the Assured's request pay to the **employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that

- a) there is no appeal outstanding
- b) if **Underwriters** make payment the **employee** or the said legal personal representatives shall resign the judgment to us.
- c) Section 1 is operative at the time that such **Injury** is caused.
- d) **Underwriters'** liability for damages costs and expenses shall not exceed the amount stated as the limit of indemnity in the **schedule** to this Policy.

## Section (2) PUBLIC LIABILITY INSURANCE

### What is covered

In the event of accidental

- 1) **Injury** to any person
- 2) material damage to property
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement.
- 4) Wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

occurring within the **territorial limits Underwriters** will indemnify the **Assured** in respect of **compensation** arising out of such event.

### Limit of Liability

Underwriters' liability for **compensation** shall not exceed the amount stated as the limit of Indemnity in the **schedule** to this Policy.

Provided that in respect of

- i) any one **Occurrence**
- ii) all incidents considered by the Underwriters to have occurred during any Period of Insurance in respect of Pollution

the following will apply

- a) the total amount payable by the Underwriters in respect of Section (2) (including all Extensions and Memoranda) shall not exceed the Limit of Indemnity
- b) the total amount payable by the Underwriters in respect damages costs and expenses arising out of all claims during the Period of Insurance consequent on or attributable to one source or original cause irrespective of the number of Assureds having a claim under this Policy consequent on or attributable to that one source or original cause shall not exceed the appropriate Limit of Indemnity stated in the Schedule

For the purposes of the Limit of Indemnity stated in the Schedule all Assureds under this Policy shall be treated as one assured party or single legal entity so that there will only be two parties to the contract of insurance namely the Underwriters and the first named Assured

### Section Exclusions

**Underwriters** shall not provide indemnity against liability:

- 1) in respect of **Injury** to any **employee** or a member of the Assured's family arising out of and in the course of employment by the Assured.

- 2) caused by or arising from the ownership, possession or use by the Assured or on the **Assured's** behalf of any:
  - a) aircraft, aerospace device or hovercraft.
  - b) watercraft other than hand-propelled watercraft or other watercraft not exceeding 8 metres in length:
  - c) mechanically propelled vehicle:
    - i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle:
    - ii) where indemnity is provided by any other Insurance.
- 3) in respect of **Injury** to the **Assured**.
- 4) caused by or arising from any **product supplied**.
- 5) In respect of damage to material property
  - a) belonging to the **Assured**:
  - b) in the custody or under the control of **Assured** or any **employee** other than personal effects (including Vehicles and their contents) of any visitor, director, partner or **employee**:
  - c) being that part of any property on which Assured or an **employee** or agent acting for **Assured** is or has been working where the damage arises out of such work.
- 6) for the excess specified in the Schedule to this Policy other than in respect of damages to premises (including their fixtures and fittings) leased or rented to the Assured or the Assured's company.
- 7) **Contractual Liability**

in respect of **contractual liability** unless the sole conduct and control of claims is vested in us but **Underwriters** shall not in any event provide indemnity in respect of liquidated damages or liability under any penalty clause.
- 8) **Pollution**

arising from **pollution** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

Provided that

  - a) all **pollution** which arises out of such incident shall be deemed to have occurred at the time such incident takes place.
  - b) Underwriters' liability for all **compensation** under Section 2 payable in respect of all **pollution** which is deemed to have occurred during the **period of insurance** shall not exceed in the aggregate the amount stated in the **schedule** of this Policy as the limit of indemnity for Section 2.

9) **Advice for a Fee**

caused by or arising from design or specification provided by the **Assured** or the Assured's company.

10) **Products Supplied, Design or Specification**

arising from any product supplied or from design or specification provided by the Assured or the Assured's company.

11) **Virus Transmission.**

arising directly or indirectly out of the transmission or receipt of a virus, a program and/or a code that causes loss of or damage to any documents and/or computer system and/or prevents or impairs any computer system from performing and/or functioning accurately or properly.

12) **War and Terrorism Exclusion.**

for loss, damage, injury, cost or expense of whatsoever nature directly or indirectly 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;

- 1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- 2) **any Act of Terrorism.**

This clause also excludes any liability for loss, damage, injury 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 (1) and/or (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

13) **Asbestos Exclusion.**

for Injury disease or illness including death at any time resulting therefrom or Property Damage for past present or future claims arising in whole or in part either directly or indirectly out of the manufacture distribution sale resale rebranding installation repair removal encapsulation abatement replacement or handling of or exposure to or fear of asbestos or Products containing asbestos whether or not the asbestos is or was at any time airborne as a fibre or particle contained in a product carried on clothing inhaled transmitted in any fashion or found in any form whatsoever.

#### **14) Toxic Mould Exclusion.**

liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:-

- a) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
- b) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
- c) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

## Extensions Applicable to Sections (1) and (2).

These Section Extensions are subject to the Terms, General Conditions and General Exclusions of the Policy.

### 1) Claimants Costs and Expenses

**Underwriters** will provide indemnity against legal liability for all costs and expenses recoverable by any claimant in connection with any claim to which the indemnity expressed in Sections 1 or 2 applies.

### 2) Defence Costs and Expenses

**Underwriters** will provide indemnity in respect of all

- a) costs incurred with **our** written consent for legal representation at any
  - i) coroner's inquest or other inquiry in respect of any death.
  - ii) proceedings in any court in respect of any act or omission caused or relating to any occurrence.
- b) other costs and expenses incurred with our written consent in relation to any matter

which may be the subject of indemnity under Sections 1 or 2.

### 3) Health and Safety at Work Act

**Underwriters** will provide indemnity to the **Assured** and any of the Assured's **employees** in respect of legal costs and expenses incurred with Underwriters' written consent in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc (Northern Ireland) Order 1978 including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection therewith.

Provided that

- a) the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of this **business**.
- b) **Underwriters** shall not provide indemnity in respect of
  - i) fines or penalties of any kind.
  - ii) any circumstances for which indemnity is provided by any other insurance.
  - iii) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this Policy Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission.
  - iv) proceedings which arise out of any activity or risk excluded from this Policy.
  - v) proceedings which relate to the health, safety or welfare of any **employee** unless Section 3 is operative at the time when the offence was committed.

- vi) proceedings which relate other than to the health, safety or welfare of any **employee** and other than to **products supplied**.
- vii) proceedings which relate to **products supplied**.
- viii) The **employees** shall as though he/she/they were the **Policyholder** be subject to the Terms, Exclusions and Conditions of this Policy insofar as they can apply.

#### 4) **Cost of Court Attendance**

In the event of any **employee** attending court as a witness at **Underwriters'** request in connection with a claim in respect of which the **Assured** are entitled to indemnity under this Policy, **Underwriters** will reimburse the **Assured** up to £100 per day for each day on which attendance is required.

#### 5) **Indemnity to Other Persons**

**Underwriters** will also indemnify as if a separate Policy has been issued to each of

- a) **The Assured's** legal personal representatives or any other person entitled to the indemnity under this Policy but only in respect of liability incurred by the **Assured** or such other person.
- b) any **employee** of **The Assured** while acting in connection with the **business** in respect of liability for which the **Assured** would be entitled to indemnify under this Policy if the claim for which indemnity is being sought had been made against the **Assured**.

Provided that

- i) any persons specified above shall as though they were the **Policyholder** be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply.
- ii) nothing in this General Policy Extension shall increase **our** liability to pay any amount exceeding the limit of indemnity stated in the **schedule** regardless of the number of persons claiming to be indemnified.

### **Exclusion Applicable to Sections (1) and (2).**

#### **Offshore Exclusion**

This insurance does not cover any liability whatsoever arising directly or indirectly out of or resulting from or in consequence of, or in any way involving **Offshore** activities.