

Combined Liability Insurance



Innovative ▪ Comprehensive ▪ Experienced

U M B R E L L A C O M P A N Y

C o m b i n e d L i a b i l i t y
I n s u r a n c e

Caunce O'Hara and Company Ltd was established in 1995 and now ranks within the top 100 brokers in the UK.

Caunce O'Hara and Company Ltd have been arranging insurance cover for umbrellas, block policies and freelance contractors since they first came into existence.

We understand the marketplace and have been able to offer the breadth and flexibility of cover that is required when insuring under one policy so many different occupations and activities.

Few insurers understand this risk and we believe we offer value for money insurance policies written on the widest available cover.

We are keen on providing the best in customer service and believe our administration and claim paying systems are fast, efficient and reliable.

For more information please access our website

www.caunceohara.co.uk

or email

info@caunceohara.co.uk



Who is covered?

The "Assured", shall include the following persons and/or entities:

1. The entity(ies) named in the Schedule and any individual contractor and/or company operating within the Umbrella/Block Policy arrangement
2. Any employee of the entity(ies) referred to in item (1) above.
3. The estates and/or the legal representatives in the event of the death or incapacity of the assured or of any of the persons defined in (1) or (2) above.
4. Unless referred to, and specifically agreed by Underwriters, cover will only be provided for companies registered in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and their employees.

What activities are covered?

All activities declared in the proposal form are covered, and as stated in the schedule, are covered other than those that must be referred and where specifically excluded under Exclusion (14) "Specific Activities Exclusion".

What activities must be referred?

Cover will only be provided in respect of the following activities where additional information has been referred to and specifically agreed by Underwriters:

Aerial rigging/rope access	Asbestos removal/disposal	Ships crew
Pilots	Air crew	Steeplejacks
Diving/underwater work	Tree surgeons	Scaffolders
Pipe jacking/tunnelling	Bodyguards/security consultants	Underground mining
Social work relating to residential care	Rail track and infrastructure maintenance	

Where will cover apply?

Territorial limits: Cover will apply in respect of claims arising from activities conducted within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and will extend to provide cover in respect of activities conducted elsewhere in the World but only in respect of visits to such territories by employees of the assured to fulfil a contract in the course of their Business.

Where "INCLUDED" in the Certificate Schedule, cover in respect of claims arising from "Offshore" activities will be provided, as more fully defined in the Offshore Extension.

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

Underwriter's liability for compensation costs and expenses shall not exceed in respect of any one occurrence:

- a) the total amount payable under this Certificate (including all Extensions and Endorsements 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 Certificate 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 Certificate 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 Certificate 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.

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.

Business; shall mean:

the Insured's business operating as an Umbrella Company for the placement of contractors as more fully defined in the completed proposal form.

Claim Payment; shall mean:

the amount underwriters agree to pay the assured for any claim the assured makes which is covered under this Certificate. 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 Certificate.

Period of Insurance; shall mean:

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

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 Certificate 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.

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.

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) Exclusions

- 1) 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.
- 2) Underwriters shall not provide indemnity in respect of any amount payable under Workmen's Compensation Social Security or Health Insurance legislation.
- 3) Underwriters will not provide indemnity for legal liability directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or the combustion of nuclear fuel.
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.where such legal liability is
 - i) that of any principal.
 - ii) accepted under agreement and would not have attached in the absence of such agreement.

SECTION (1) Extension

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 Certificate.

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 Certificate.

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 Certificate 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 Certificate 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 (2) 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) in respect of damage to material property
 - a) belonging to the assured:
 - b) in the custody or under the control of the 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 the assured or an employee or agent acting for assured is or has been working where the damage arises out of such work.
- 5) for the excess specified in the Schedule to this Certificate other than in respect of damages to premises (including their fixtures and fittings) leased or rented to the assured or the assured's company.
- 6) 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.
- 7) 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 Certificate as the limit of indemnity for Section 2.
- 8) Advice for a Fee
- caused by or arising from design or specification provided by the assured or the assured's company.
- 9) Products Supplied, Design or Specification
- arising from any product supplied or from design or specification provided by the assured or the assured's company.
- 10) 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.
- 11) 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;
- a) 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
- b) An 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.
- 12) 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.
- 13) Toxic Mould Exclusion
- 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.

14) Specific Activities 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 activities conducted by the assured:

- a) air crew, where there are more than six individuals on any one flight;
- b) underground tunnelling, where there are more than twenty individuals at any one location;
- c) ships crew (other than in respect of outside contractors).

15) Medical Malpractice

for loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any medical or dental practitioner while working in a professional capacity.

16. Abuse Exclusion - Abuse shall mean:

- a) Acts of Hurting or Injuring Mentally or Physically by Maltreatment or Ill-Use
- b) Acts of forcing Sexual Activity, Rape or Molestation
- c) Repeated or Continuing Contemptuous Coarse or Insulting Words or Behaviour

17) Nuclear Exclusion

For any occurrence directly or indirectly caused by or contributed to or by or arising from

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

18) Any claim arising from work undertaken directly within the avionics and/or aviation industry where the claim relates to bodily injury, property damage or loss of revenue as a result of aircraft being grounded.

Extensions applicable to SECTIONS (1) and (2)

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

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 Certificate 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 Certificate.
 - 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 Certificate Holder be subject to the Terms, Exclusions and Conditions of this Certificate 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 Certificate, 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 Certificate has been issued to each of

- a) The assured's legal personal representatives or any other person entitled to the indemnity under this Certificate 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 Certificate 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 Certificate Holder be subject to the Terms, Exceptions and Conditions of this Certificate insofar as they can apply.
 - ii) nothing in this General Certificate 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.

6) Offshore Extension

Underwriters will provide indemnity in respect of "Offshore" activities, subject to the following specific conditions:

- i) Employers Liability Insurance will be capped at an inner limit of indemnity of £5,000,000 any one occurrence.

This Extension will only apply where relevant information has been referred to and specifically agreed by underwriters, and the Extension has been confirmed as "INCLUDED", within the Schedule.

CONDITIONS

Contract (rights of third parties) act 1999 clause

The assured and the underwriters are the only parties to this insurance. No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party, which exists or is available apart from this Act.

Claims procedure

Upon receipt by or on behalf of the assured of notice whether written or oral of any intention to make a claim against the assured which may be the subject of indemnity hereunder or of any allegation which might give rise to such a claim, or upon the discovery of a circumstance which may become the subject of indemnity hereunder the assured shall notify Caunce O'Hara & Co. Ltd. in writing of such receipt, allegation or discovery as soon as practicable and shall provide full information in respect thereof so far as such information is in their possession or control.

If during the period hereof the assured shall become aware of any circumstance which may subsequently be the subject of a claim under this Certificate and shall, as soon as practicable during the period hereof, give written notice to Caunce O'Hara & Co. Ltd. of such circumstances then such subsequent claim hereunder shall be deemed for the purposes of this Certificate to have been made during the period hereof.

The assured shall not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of the underwriters who, if they so wish, shall be entitled to take over and conduct in the name of the assured the defence and/or settlement of any such claim for which purpose the assured shall give all information and assistance as the underwriters may reasonably require.

Applicable Law

The Policy is subject to the law of England and Wales and will be interpreted accordingly and each party agrees to submit to the exclusive jurisdiction of the English Courts.

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Initially please raise your concerns with Caunce O'Hara & Company Ltd (Insurance Brokers) who define a complaint as any expression of dissatisfaction, whether oral or written and whether justified or not, about a service or activity provided in connection with this insurance policy. If you have a complaint, please contact Caunce O'Hara & Company Ltd in the first instance.

Mr Christopher Caunce,
Caunce O'Hara & Company Ltd,
City Wharf,
New Bailey Street,
Manchester
M3 5ER

Telephone: 0161 833 2100

If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However, if resolution is not possible they will issue a response within 8 weeks of your original complaint. Customer Relations Contact details:

Customer Relations Office,
Royal & Sun Alliance Insurance plc,
Bowling Mill,
Dean Clough Industrial Park,
Halifax
HX3 5WA

Tel: 0800 107 6160
Fax: 01422 325 146
e-mail: halifax.customerrelationsoffice@uk.royalsun.com

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London
E14 9SR

Tel: 0845 080 1800
www.financial-ombudsman.org.uk

Your Rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

**We are also pleased to be able to offer
a Professional Indemnity package
for Umbrella Companies at
extremely competitive rates.**

If you would like more information please either call

0161 833 2100

and/or e-mail Donna on

donna@caunceohara.co.uk

or access our website:

www.caunceohara.co.uk