

Employers' Liability section

Policy document



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Employers' Liability section

This section forms part of **your** Zurich Tradesman policy. This section, the Zurich Tradesman policy, schedule, endorsements and any certificate(s) of motor and/or employers' liability insurance should be read together as if they are one document.

Meaning of words

Certain words in this section of the policy have special meaning. These meanings are given below or defined at the beginning of the policy. To help **you** identify these words in the policy, **we** have printed them in **bold** wherever they appear.

Business

For the purpose of this section of the policy only, the definition of **business** extends to include:

- private work carried out by any of **your** employees for **you** or any of **your** directors or executives
- participation in exhibitions
- maintenance of property and premises owned by **you**
- the provision and management of canteen, social, sports and welfare organisations for the benefit of **your employees** and first aid, fire and ambulance services.

Damage

Loss or damage.

Other words with special meanings in this section are defined in the Zurich Tradesman policy. They are: **employee, our, us, we, you, your.**

The cover

What is insured

Your legal liability for bodily injury or disease sustained by any **employee** which arises out of and in the course of his employment by **you** in connection with **your business**.

We will pay:

- all sums **you** become legally liable to pay for any claim for damages settled with **our** consent
- claimant's costs and expenses
- all costs and expenses **you** incur with **our** consent in defending any claim for damages
- costs **you** incur with **our** consent for:
 - a) representation at any Coroner's Inquest or Fatal Enquiry into any death
 - b) defending in any Court of Summary Jurisdiction any proceedings for any act or omission causing or relating to any one event.

Provided that the bodily injury or disease is caused:

- during any period of insurance
- within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

What is not insured

Any liability:

- for bodily injury or disease sustained by any **employee**:
 - i) on any offshore installation or support or accommodation vessel for any offshore installation; or
 - ii) in transit to from or between any offshore installation or support or accommodation vessel
- for which compulsory motor insurance or security is required under road traffic legislation.

Limit of liability

The most **we** will pay for any one claim against **you** or by **you** or series of claims against **you** or by **you** arising out of any one cause is shown on the schedule to this policy.

The limit of liability payable under this section of the policy in respect of any claim against or by **you** or series of claims against or by **you** arising directly or indirectly from TERRORISM shall be £5,000,000.

For the purpose of this section of the policy TERRORISM shall mean any act:

1. involving serious violence against a person; and/or
2. involving serious **damage** to property; and/or
3. endangering a persons life, other than that of the person committing the act; and/or
4. creating a serious risk to health and safety of the public or a section of the public; and/or
5. designed seriously to interfere with or seriously disrupt an electronic system

the use or threat of which is made for the purpose of advancing political, religious or ideological cause and to intimidate or seek to intimidate the public or a section of the public.

The amount shall be inclusive of:

- a) all legal costs and other expenses incurred by any claimant or claimants
- b) all legal costs and other expenses incurred in defending any claim or claims.

Where **we** agree to indemnify more than one party then nothing in this policy shall increase **our** liability to pay any amount in respect of one claim or series of claims in excess of the limit of liability.

Extensions to the Employers' Liability cover

All extensions to this section of the policy are subject to the following:

- we shall not be liable unless we have the sole conduct and control of all claims
- they shall not apply to any liability which is insured under any other policy
- the most we will pay will not increase and we will not pay more than stated
- the terms and conditions of the policy insofar as they can apply.

Unsatisfied court judgments

What is insured

If any **employee** or his personal representatives obtains a judgment for damages for bodily injury or disease against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and that judgment remains unpaid for more than six months we will pay to the **employee** or his personal representatives, at **your** request, the amount of any unpaid damages and awarded costs.

Provided that:

- the bodily injury:
 - a) is caused during the period of insurance
 - b) arises out of and in the course of his employment in **your business**
- there is no appeal outstanding
- if any payment is made under this extension the **employee** or his personal representatives shall assign the judgment to **us**.

Court attendance expenses

What is insured

We will pay **you** the rates shown below if any such people are required to attend court as a witness at **our** request in connection with a claim for which insurance is provided under this section of the policy:

- **you** or **your partner** or any director £500 per day
- any **employee** £250 per day

Indemnity to Principal

What is insured

In the event of any claim for which **you** would be entitled to receive indemnity under this section of the policy being brought or made against any Public or Local Authority or other Principal we will indemnify the said Public or Local Authority or other Principal against such claim and/or any costs, charges and expenses for such claim.

Indemnity to directors and employees

What is insured

If the following people have a claim made against them for which **you** would be insured by this section of the policy, we will pay for any amounts for which they are legally liable:

- any director or **employee**
- any officer, member or **employee** of **your** social, sports or welfare organisations or first aid or medical arrangements (but excluding medical practitioners) fire or ambulance services.

Provided that:

- **you** request **us** to do so
- such people keep to the terms and conditions of the policy.

Health and Safety at Work etc. Act 1974

What is insured

We will pay all legal fees or expenses including the costs of appeal against conviction reasonably incurred by the solicitor or firm of solicitors engaged with our consent to act for or on behalf of you in your defence against a criminal charge brought under:

- Sections 36 or 37 of the Health and Safety at Work etc. Act 1974 in respect of an offence as defined in Section 33 of the said Act
- Article 34 of the Health and Safety at Work (Northern Ireland) Order 1978 in respect of an offence as defined in Article 31 of the said Order committed or alleged to have been committed during the period of insurance including costs of prosecution awarded against you arising from such proceedings.

Provided always that:

- this indemnity shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- you shall give to us immediate notice of any summons or other process served upon you and of any event that may give rise to proceedings.

What is not insured

- where you are insured by any other policy
- where the criminal charge is in respect of any deliberate or intentional criminal act by you
- in respect of fines or penalties of any kind or the costs of appeal against Improvement or Prohibition notices
- for any part of the cost of any investigation or inquiry other than a solicitor's investigation restricted to a criminal charge as above defined.

Personal representatives

What is insured

In the event of your death we will pay your personal legal representatives for liability incurred by you provided that such representatives shall keep to the terms and conditions of the policy.

Work overseas

What is insured

The insurance provided by this section of the policy applies anywhere in the world where your directors, partners or employees are on temporary visits for work in relation to your business.

Provided that they are normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and their contract of service or apprenticeship was entered into in the aforesaid countries.

What is not insured

Any liability for manual work carried out in the United States of America or Canada.

Corporate Manslaughter and Corporate Homicide Act 2007

What is insured

We will indemnify **you** against costs and expenses incurred with **our** prior written consent in the defence of any criminal proceedings arising from an alleged breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** (including any appeal against conviction arising from such proceedings) and which relates to any event arising in the course of the **business** involving bodily injury or disease which is or may be the subject of indemnity under this section.

Provided always that:

- **our** liability under will not exceed £5,000,000 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 policy
- this clause will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on **your** behalf
- **you** will give **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this clause
- in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause of the policy the amount paid under that clause will be taken into account in arriving at **our** liability payable under this clause.

What is not insured

Any liability for:

- any deliberate or intentional criminal act committed by **you** giving rise to a corporate manslaughter or corporate homicide charge
- fines or penalties of any kind
- the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work, etc. Act 1974 or any regulations made thereunder
- defence costs available from any other source or provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance.

Your attention is drawn to the General Conditions, Claims Conditions and General Exclusions contained within the Zurich Tradesman policy.

Zurich Insurance Company Ltd

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