

## EMPLOYERS' LIABILITY INSURANCE

### Definition

*(Applicable to this Employers' Liability Section only)*

**1. You** means the club, association, league or entity named in the **Schedule** and at **Your** request:

1. 1.1. any director or **Employee** while acting on behalf of or in course of their employment or engagement with **You** in respect of liability for which **You** would have been entitled to **Indemnity** under this **Policy** if the claim against any such person had been made against **You**.
2. 1.2. any of **Your Members**.
3. 1.3. any officer, member or **Employee** of **Your** social, sports or welfare organisation or fire, first aid or ambulance service in their respective capacity.
4. 1.4. any **Principal** for legal liability in respect of which **You** would have been entitled to **Indemnity** under this **Policy** if the claim had been made against **You** arising out of work carried out by **You** under a contract or agreement.
5. 1.5. **Your** personal representatives (in the event of **Your** death) in respect of liability incurred by **You**;

provided that if **Indemnity** is extended to any party described in paragraphs 1.1 to 1.5 above that party is subject to the terms of this **Policy** so far as they can apply and in any event the **Insurer's** liability will not exceed the limit of indemnity.

### Insuring Agreement (what is covered)

*(Applicable to this Employers' Liability Section only)*

In accordance with the exclusions, conditions and definitions of this **Policy**, the **Insurer** agrees to **Indemnify** the **Insured** against:

1. all sums which the **Insured** becomes legally liable to pay as **Compensation**; and
2. **Costs and expenses**;

in the event of **Bodily Injury** sustained by any **Employee** which arises out of and in the course of their employment by the **Insured** in the **Business** and which is caused during the **Period of Insurance**;

- i. within the **United Kingdom**; or
- ii. elsewhere in the world in respect of temporary visits in a non-manual labour capacity by any **Employee** in

connection with the **Business** provided that such **Employee** is normally resident in the **United Kingdom**.

## Employers' liability compulsory insurance

*(Applicable to this Employers' Liability Section only)*

The **Indemnity** granted by this Section of this **Policy** is deemed to be in accordance with the provisions of any law enacted in the **United Kingdom** relating to compulsory insurance of employers' liability to their **Employees**.

If however the **Insurer** pays any sum which would not have been paid but for the provisions of such law then **You** must repay such sum to the **Insurer**.

## Extension of cover - Unsatisfied court judgments

*(Applicable to this Employers' Liability Section only)*

In the event that:

- 1. a judgment for damages is obtained against any company or individual operating from premises within the United Kingdom by any Employee in respect of Bodily Injury caused during any Period of Insurance arising out of and in the course of their employment by You in the Business; and**
- 2. it remains unsatisfied in whole or in part six months after the date of such judgment;**

The **Insurer** will **Indemnify** the **Employee** or their personal representative up to the limit of indemnity for the

amount of damages and awarded costs which remain unsatisfied as long as;

- i. there is no appeal outstanding;**
- ii. any payment made by the Insurer will only be in respect of Bodily Injury which would otherwise be within the scope of cover of this Section of this Policy**
- iii. any payment made the Insurer will only be in respect of liability for which You would have been entitled to**

**Indemnity** under this Section of this **Policy** if the judgment had been made against **You**; and

**iv. the Insurer** will be entitled to take over and prosecute for their own benefit any claim against any other party and **You**, the **Employee** or their personal representatives must give all information and assistance required.

## Limit of indemnity

*(Applicable to this Employers' Liability Section only)*

- 1. The amount specified in the Schedule as the limit of indemnity for Employers' Liability.**

**The Insurer's liability for all Compensation payable by the Insured to any claimant or any number of claimants in respect of or arising out of any one event or all events of the series resulting from or attributable to one source or original cause will not exceed the limit of indemnity.**

**The limit of indemnity will be the maximum amount payable including Costs and expenses.**

2. Despite anything contained in paragraph 1 above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out of **Terrorism** will not exceed £5,000,000 GBP.
3. Despite anything contained in paragraph 1 above, the **Insurer's** liability for **Compensation** and **Costs and expenses** payable by **You** in respect of any one claim arising out of any one event or all events of a series resulting from or attributable to one source or original cause and arising out in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or **Products** containing asbestos will not exceed £5,000,000 GBP.

## Exclusions (what is not covered)

(Applicable to this Employers' Liability Section only)

1. The **Insurer** will not **Indemnify You** against **Your** legal liability for **Bodily Injury** to an **Employee** in circumstances where compulsory insurance or security is required by Road Traffic Act legislation.
2. The **Insurer** will not **Indemnify You** against liability arising **Offshore**.

## Condition

(Applicable to this Employers' Liability Section only)

This is a condition of the insurance that **You** need to meet as **Your** part of this contract. If **You** do not meet this condition, the **Insurer reserves the right** to reject a claim payment or a claim payment may be reduced. In some circumstances **Your Policy** may not be valid.

It is a condition of this Section of the **Policy** that **You** do not manufacture, mine, process, distribute, test, remediate, remove, store, dispose of, sell or use asbestos or materials or products containing asbestos.

