

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 normally resident in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man working for <b>you</b> in connection with <b>your business</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed or working on a labour-only basis;</li><li>d. engaged by labour-only sub-contractors;</li><li>e. a labour master or a person supplied by him;</li><li>f. engaged under a work experience or training scheme;</li><li>g. a voluntary helper.</li></ul>
<b>Overseas employee</b>	Any person normally resident in an <b>overseas territory</b> working for <b>you</b> in an <b>overseas territory</b> in connection with <b>your business</b> who is: <ul style="list-style-type: none"><li>a. employed by <b>you</b> under a contract of service or apprenticeship;</li><li>b. hired to or borrowed by <b>you</b>;</li><li>c. self-employed and working on a labour-only basis;</li><li>d. engaged under a work experience or training scheme.</li></ul>
<b>Overseas territory</b>	Any country, territory or state within the <b>geographical limits</b> but outside of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
<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 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 costs	If any governmental, administrative or regulatory body brings any criminal action against <b>you</b> or any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b> during the <b>period of insurance</b> for any breach of health and safety statute or regulation, <b>we</b> will pay the costs incurred with <b>our</b> prior written consent to defend such an action against <b>you</b> or such party. This includes proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 or any similar or successor legislation.
Indemnity to principals	If, as a result of <b>your business</b> , any party brings a claim, which falls within the scope of <b>What is covered</b> , Claims against you, against any other party with whom <b>you</b> have entered into a contract or agreement in connection with <b>your business</b> and <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 such party that <b>we</b> would have made to <b>you</b> , provided that they:

## Marsh Commercial Umbrella employers' liability

### Policy wording

<p>Indemnity to partners, directors and employees</p>	<p>a. accept that <b>we</b> can control the claim's defence and settlement in accordance with the terms of this section;</p> <p>b. have not admitted liability or prejudiced the defence of the claim before <b>we</b> are notified of it;</p> <p>c. give <b>us</b> the information and co-operation <b>we</b> reasonably require for dealing with the claim.</p>
<p>Unsatisfied court judgments</p>	<p>If as a result of <b>your business</b> any party brings a claim which falls within the scope of <b>What is covered</b> against any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b>, <b>we</b> will treat such claim as if it were against <b>you</b> where <b>you</b> request <b>us</b> to do so.</p> <p>If any <b>employee</b> obtains a judgment for damages following <b>bodily injury</b> against any company or individual operating from premises within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands and that judgment remains unpaid for more than six months, <b>we</b> will pay to the <b>employee</b> at <b>your</b> request the amount of any unpaid damages and awarded costs provided that:</p> <p>a. the <b>bodily injury</b> is caused during the <b>period of insurance</b> and arises out of and in the course of his or her employment in <b>your business</b>; and</p> <p>b. <b>we</b> would have covered <b>your</b> liability if <b>you</b> had caused the <b>bodily injury</b>; and</p> <p>c. there is no appeal outstanding; and</p> <p>d. the <b>employee</b> assigns his or her judgment to <b>us</b>.</p>
<p>Personal representatives</p>	<p>In the event of the death of any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b>, <b>we</b> will indemnify the personal representatives of the deceased person against any claim which falls within the scope of <b>What is covered</b>, Claims against you, or <b>Additional cover</b>, Residual employers' liability for overseas employees, in the same manner and to the same extent as we would have indemnified the deceased person, provided that the personal representatives observe, fulfil and adhere to the terms and conditions of this <b>policy</b> where they could reasonably be expected to do so.</p>
<p>First aid</p>	<p>If any <b>employee</b> or <b>overseas 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 actions of any other <b>employee</b> or <b>overseas employee</b> administering first aid, <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>.</p> <p><b>We</b> will not make any payment where the <b>employee</b> or <b>overseas employee</b> administering first aid or medical arrangements is a medical practitioner who is supplied to a client by <b>you</b> under contract.</p>
<p><b>Additional cover</b></p>	
<p>Residual employers' liability for overseas employees</p>	<p><b>We</b> will indemnify <b>you</b> up to the limit of indemnity against the sums <b>you</b> have to pay as compensation for <b>bodily injury</b> occurring during the <b>period of insurance</b> to an <b>overseas employee</b> arising out of their work for <b>you</b>. 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 additional cover.</p> <p><b>We</b> will also pay any amount for which <b>you</b> are liable arising from the exercise of rights of recovery against <b>you</b> by any state social security or similar scheme of an <b>overseas territory</b> following <b>bodily injury</b> to an <b>overseas employee</b> occurring during the <b>period of insurance</b>.</p>
<p>Representation costs</p>	<p><b>We</b> will pay legal fees incurred with <b>our</b> consent to represent <b>you</b> at any coroner's inquest, fatal accident enquiry or similar judicial process in an <b>overseas territory</b> in respect of any death directly relating to any actual or potential claim under this section.</p>
<p>Court attendance compensation</p>	<p>If any of <b>your</b> partners, directors, <b>employees</b> or <b>overseas employees</b> 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, or part of a day, that their attendance is required by <b>our</b> solicitor.</p>

### What is not covered

- A. **We** will not make any payment for:
1. any claim or loss directly or indirectly due to:
    - a. any **bodily injury** caused to any of **your employees** or **overseas employees** while they are offshore. An **employee** or **overseas employee** 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.
    - b. any **bodily injury** to any **employee** or **overseas employee** 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 **you** are entitled to indemnity from any other source.
  2. any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts. This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.  
However, this does not apply to any claim which falls within the scope of What is covered, Additional cover, Residual employers' liability for overseas employees.
  3. any claim which falls within the scope of What is covered, Additional cover, Residual employers' liability for overseas employees where:
    - a. **you** have failed to comply with any legislation requiring the provision of compulsory insurance under any employers' liability, workers' compensation or disability benefits laws or any similar or successor legislation for **your overseas employees** in the **overseas territory** where they are working for **you**; or
    - b. **we** are legally unable to pay a claim.

### How much we will pay

**We** will pay up to the limit of indemnity shown in the schedule, unless limited below.

All claims, losses and **defence costs** relating to one or more **employees** or **overseas employees** which arise from any one incident or event will be regarded as one claim. This includes such claims, losses and **defence costs** arising after, as well as during, the **period of insurance**, but does not include criminal proceedings costs.

### Special limits

- Terrorism  
The most **we** will pay for claims and their **defence costs** arising from **terrorism** is the amount shown in the schedule. If **we** decide that this limit applies to a claim, it is **your** responsibility to prove that the claim does not arise from **terrorism**.
- Criminal proceedings costs  
**We** will pay up to the amount shown in the schedule for the costs to defend criminal or regulatory actions or proceedings. This applies to all actions and proceedings brought against **you** and **your** partners, directors, **employees** and **overseas employees** during the **period of insurance**.

### Additional cover

- Overseas employees  
Where **your** legal liability for **bodily injury** to **overseas employees** is compulsorily insurable in the **overseas territory** under any employers' liability, workers' compensation or disability benefits laws or any similar or successor legislation, **we** will indemnify **you** in respect of those amounts only, for which **you** are liable in excess of:
  1. the limit of indemnity provided by the employers' liability or workers' compensation policy arranged by **you** in the **overseas territory**; or
  2. the applicable minimum limit required by legislation in the **overseas territory** where the **bodily injury** occurred,
- Representation costs  
The most **we** will pay for representation costs is the amount shown in the schedule. This applies to all costs incurred in relation to any and all deaths occurring during the **period of insurance**.

Court attendance  
compensation

**We** will pay **you** the following compensation for each day, or part day:

1. **your** partner or director £500
2. any other **employee** or **overseas employee** £250

The most **we** will pay for the total of all court attendance compensation is £10,000.

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**Your obligations**

**You** must provide **us** with the following information for each entity insured under this section of the **policy**:

1. employer name; and
2. full address of employer including postcode; and
3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, **you** must confirm to **us** which of the following reasons applies:

- a. the entity has no **employees**; or
- b. all staff employed earn below the current Pay As You Earn (PAYE) threshold; or
- c. the entity is not registered in England, Wales, Scotland or Northern Ireland.

**You** must inform **us** immediately of any changes to the above information.

## If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us**:
  - a. promptly of anything which may give rise to a claim under this section;
  - b. as soon as practicable of any threatened criminal action by any governmental, administrative or regulatory body.

At **our** request, **you** must confirm the facts in writing within 30 days with as much information as is available.

**You** should make this notification directly to **us** (and **your** insurance adviser) as follows, ensuring **you** quote **your** policy number:

by email to: liability.claims@hiscox.com; or

by post to: Hiscox Liability Claims, 25 London Road, Sittingbourne ME10 1PE.

2. When dealing with **your employee** or **overseas employee** or a third party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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**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.

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**Compulsory insurance clause**

This insurance is in accordance with the provisions of any law relating to compulsory insurance of liability to employees in the United Kingdom of Great Britain and 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. However, this does not apply to any payments for which **we** are liable under What is covered, Additional cover, Residual employers' liability for overseas employees.

**Employers' Liability  
Tracing Office**

**Your policy** details will be added to the employers' liability database, managed by the Employers' Liability Tracing Office (ELTO). This data will be available for search by registered users as well as individual claimants on a limited basis, who wish to verify the employers' liability insurer of an employer at a particular point in time. **You** can find out more:

- from **your** insurance adviser (if **you** have one); or
- by contacting **us**; or
- at [www.elto.org.uk](http://www.elto.org.uk)