

## Section 3A

# Employers' Liability

(Operative only if so stated in the schedule)

## Definitions

### The business

The business means the business stated in the specification to this section and includes:

- a) the provision and management of canteen, sports, social, educational and welfare organisations for the benefit of the Insured's **employees** and the provision of first aid, fire, security and ambulance services in connection with the business
- b) private work undertaken by an **employee**, with the consent of the Insured, for any director, partner or senior official of the Insured.

### Geographical limits

Geographical limits means

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- b) elsewhere in the world where an **employee** is temporarily employed, provided that the **employee** is normally resident within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Employee

Employee means any of the persons described below, while working for the Insured in connection with **the business**:

- a) a person under a contract of service or apprenticeship with the Insured
- b) a labour master, a labour-only sub-contractor or a person supplied by either of them
- c) a person working for the Insured under a recognised work experience training scheme or youth training scheme
- d) a self-employed person
- e) a person borrowed by or hired to the Insured.
- f) voluntary helpers

### Injury

Injury means bodily injury, disease or illness.

### Costs

Costs means

- a) all costs recoverable from the Insured by any claimant in respect of any claim to which the indemnity expressed in this section relates and which have been incurred before NFU Mutual has paid or offered to pay the full amount of the claim
- b) all costs and expenses incurred by the Insured with NFU Mutual's written consent
- c) the legal costs of defending, in any court of summary jurisdiction, any proceedings brought against the Insured or an employee in respect of a breach, or alleged breach, of any statutory duty, resulting in **injury** that may be the subject of a

claim under this section, provided that the payment of such costs in respect of the defence of any **employee** will be made only if so requested by the Insured.

## Cover

NFU Mutual will indemnify the Insured against all sums which the Insured is legally liable to pay for damages in respect of **injury**

- a) sustained by an **employee** and
- b) arising out of and in the course of the **employee's** employment by the Insured in **the business** and
- c) happening during the period of insurance within the **geographical limits**.

Provided that

the liability of NFU Mutual under this section (including any cover extension, special condition or endorsement) in respect of all claims, including **costs**, arising out of one occurrence or series of occurrences arising directly or indirectly from one source or cause will not in total exceed the indemnity limit stated in the specification to this section.

## Exclusions

- 1) In so far as concerns liability
  - a) of any principal or plant owner, or
  - b) assumed by the Insured under any agreement and which would not have attached in the absence of such agreement,

NFU Mutual will not provide an indemnity in respect of

- a) any liability of whatsoever nature directly or indirectly caused by, contributed to by, or arising from
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - b) liquidated damages
  - c) any liability arising solely by virtue of the terms of an **employee's** contract of employment with the Insured.
- 2) NFU Mutual will not indemnify the Insured in respect

of any action for damages which is brought against the Insured in a country outside The European Union, the Isle of Man or the Channel Islands.

3) NFU Mutual will not indemnify the Insured in respect of any claim arising from or in connection with work on or at or transit by sea or air to or from:

- a) any offshore oil/gas installation and/or
- b) any supply, support or accommodation vessel or structure relating to such an installation.

4) NFU Mutual will not indemnify the Insured in respect of any liability for which compulsory motor insurance is required under any compulsory Road Traffic Act legislation.

## Cover Extensions

### Court Attendance Costs

In the event of the Insured or any director or **employee** attending Court as a witness at the request of NFU Mutual in connection with any claim to which this cover applies, NFU Mutual will pay the undernoted daily rates for each day on which attendance is required

- a) the insured or any director of the Insured £150
- b) any **employee** £150.

### Indemnity to other persons

NFU Mutual will

- a) in the event of the death of the Insured, indemnify the Insured's legal personal representatives
- b) at the Insured's request, indemnify
  - i) any principal for whom the Insured, in the course of **the business**, is, or has been, carrying out a contract for the performance of work
  - ii) any director or **employee**
  - iii) any officer, committee member or other member of the Insured's canteen, sports, social, educational or welfare organisations or first aid, fire, security or ambulance services, in his or her respective capacity as such
  - iv) the owner of plant hired in by the Insured, but only to the extent required by the terms of the contract
  - v) in the event of the death of any person listed above, the legal personal representatives of the deceased person.

Provided that, in circumstances in which this extension may apply

- a) the Insured would have been entitled to indemnity, if the claim had been made against the Insured
- b) the total liability of NFU Mutual will not exceed the amount which would have been payable if the claim had been made against the Insured
- c) every person, company or firm to whom or to which indemnity is afforded will, as though the Insured, be subject to the terms, conditions and limitations of the section in so far as they apply
- d) claims control will be vested sole in NFU Mutual.

### Injuries to Working Partners or Proprietors

NFU Mutual will regard any working partner or proprietor named as the Insured as an **employee** for any **injury** sustained by such person.

- a) the **injury** is sustained while such working partner or proprietor is working in connection with **the business**
- b) **the injury** is caused by the negligence of another working partner, proprietor or **employee** in the course of **the business**.

### Trade shows

The definition of **the business** is extended to include the participation by the Insured in trade shows or exhibitions.

### Unsatisfied Court Judgements

In the event of a judgement for damages

- a) obtained in any court in the European Union, the Isle of Man or the Channel Islands
- b) against any company or individual operating from those territories described in a) above
- c) in favour of any **employee** for **injury** arising out of and in the course of employment by the Insured

Which remains unsatisfied in whole or in part six months after the date of judgement, NFU Mutual will at the Insured's request pay the **employee** or his legal personal representative the amount of such damages or awarded costs to the extent that they remain unsatisfied.

Provided that

- i) there is no appeal outstanding.
- ii) where any payments is made under this extension the **employee** or their personal representative will assign to NFU Mutual all the benefits and advantages of the said judgement
- iii) the total liability of NFU Mutual will not exceed the indemnity limit stated in the specification to this section.

## Special Condition

### Statutory requirements

The cover is deemed to be in accordance with provisions of any laws relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Provided that the Insured will repay to NFU Mutual all sums paid by NFU Mutual which NFU Mutual would not have been liable to pay but for provisions of such law.