



BROKER EXPRESS

Part of the Eaton Gate group

Trades & Professions Policy

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Trades & Professions Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through **Us**.

The Agreement

Your Policy is evidence of a legally binding contract of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

This is **Your Policy** for Trades & Professions insurance which is made up of several documents, which form the contract between **You** and the **Insurer** shown in **Your Schedule**. These documents are:

- ❖ the **Statement of Facts**.
- ❖ this **Policy** wording.
- ❖ the **Schedule**.

In addition, there may be further documents as follows:

- ❖ **Endorsements**.
- ❖ specification of Items/**Property** insured.
- ❖ security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the general terms and conditions and general exclusions. If there is anything You do not understand or You need to change please contact Us immediately

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each section of this **Policy**, the **Schedule**, any **Endorsements** and the definitions, general terms and conditions and general exclusions shall be read as one document.

The **Policy** will provide insurance as described herein for the **Period of Insurance** provided the premium(s) and other charges are paid to and accepted by the **Insurer** on or before the payment date shown in the **Schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

The name of **Your Insurer** can be found on the **Statement of Facts**, **Schedule** and certificate of employers' liability insurance (where issued).

Governing Law and Language

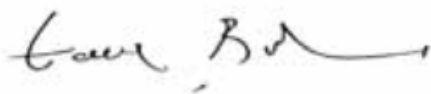
You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise in writing, this **Policy** (including any contractual and non-contractual obligations arising out of or in connection with it) shall be subject to English Law.

Save in respect of the arbitration language set out in this **Policy**, the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

Unless otherwise agreed the contractual terms and conditions and other information relating to this **Policy** will be in English.

For and on behalf of the **Insurers**



Gary Burke. Executive Chairman, Eaton Gate MGU Ltd

Customer complaints

We sincerely hope that **You** will be very happy with **Your Policy**, but **We** do recognise that on rare occasions mistakes can happen and things can go wrong. If **Your** complaint is about advice **You** may have received or the way **Your Policy** was sold to **You** please contact the insurance broker or intermediary firm who arranged **Your Policy**.

If **You** have a complaint about a claim under **Your Policy**, please contact the claims handling agent of **Your Insurer** directly. Their contact details can be found on the **Schedule** on the same numbers used by **You** to report a claim to **Your Insurer**.

Should **You** not be satisfied with the terms of cover provided under **Your Policy** or the service **You** have received please let **Us** know about it as soon as possible so that **We** can put things right and make sure it does not happen again. **You** can contact **Us** using the details set out in the **Schedule**.

If **You** fail to reach **Your Insurer** or its claims handling agent, please contact the Eaton Gate customer services team directly:

- Telephone: 0333 234 1741
- By e-mail: complaints@egmgu.co.uk
- In writing to: Customer Service Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

Details of any internal complaint-handling procedures are available on request.

We try to resolve all complaints internally. However, if **You** remain unhappy with **Our** response to **Your** complaint, or if **We** have not resolved it eight weeks after **You** first told **Us** about it, **You** have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

If **You** want the FOS to consider **Your** complaint, **You** must refer it to them within six months of the date of **Our** final response to **You**.

You can contact the FOS at:

- Website: www.financial-ombudsman.org.uk
- Telephone: **0800 023 4567** (Free for people phoning from a "fixed line" (for example, a landline at home).
0300 123 9 123 (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).
- Email: complaint.info@financial-ombudsman.org.uk
- Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

This is a free and impartial service and **You** are entitled to contact the FOS at any stage of **Your** complaint. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

If **You** were sold this product online or by other electronic means and within the **European Union (EU)**, **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

If **You** are unsure whether FOS will consider **Your** complaint or for more information please contact the ombudsman directly, or visit www.financialombudsman.org.uk.

Please check **Your Schedule** for any other service provided by **Us** to escalate and/or resolve **Your** complaint

Important Telephone Numbers

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

CALLS MAY BE MONITORED AND RECORDED, AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES.

CLAIMS LINE

[SEE SCHEDULE FOR DETAILS](#)

Please see Making a Claim in the Claims Condition Section of this **Policy**.

ADVICE AND COUNSELING HELPLINES

[SEE SCHEDULE FOR DETAILS](#)

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL SERVICES WEBSITES

[SEE SCHEDULE FOR DETAILS](#)

Your Policy may provide free access to **Our** legal services website to allow **You** to create many online documents and guides which can help **Your Business** with everything from employment contracts and settlement agreements to leases and health & safety statements. Some complex documents that need to be checked by a solicitor may incur a small additional charge.

About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Important Information

Data Protection

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** act as **Data Controllers** and **Data Processors** in relation to **Personal Data** that **You** may supply in connection with **Your Policy**. This means that **We** and **Our** agents decide how **Your Personal Data** is processed and for what purposes, as well as process **Your Personal Data**.

For further details on how **Your Personal Data** is used by **Us** and how **We** are **Processing Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our** Privacy Policies or Statements.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf who are **Processing Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Special Category Data** **We** will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance products and services;
- there exists an appropriate business need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** **Processing Your Personal Data**;
- where **We** are **Processing Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Should **You** wish to exercise any rights regarding **Your Personal Data** or contact **Us**, please write to:

Email: DPO@egmgu.co.uk
Post: The Data Protection Officer, 20 St Dunstan's Hill, London, EC3R 8HL

You also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at www.ico.org.uk.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

We and **Our** agents are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim. Further information about the scheme is available from the FSCS:

Website: www.fscs.org.uk
Telephone: 0800 678 1100 or 020 7741 4100
Email: enquiries@fscs.org.uk
Post: The Compensation Scheme, 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU

If **You** telephone FSCS then please have any relevant correspondence to hand.

Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office ("ELTO") and added to an electronic database, (the "ELTO Database"). This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The ELTO Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"): to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies. The ELTO Database will be managed by ELTO. The ELTO Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

Rights of Third Parties

A person or company who was not party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

This does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

Document management

We or **Our** agents or any other service providers appointed by **Us** may hold documents relating to this **Policy** and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as and carry the same weight as the original.

Notification of changes which may affect Your insurance – keeping Us updated

You should keep a complete record of all information **You** supplied to the insurance broker or intermediary firm that arranged **Your Policy** with **Us**, and to **Us** when taking out this **Policy**.

So that **You** understand what **You** are covered for, please read this **Policy** and the **Schedule** (which may make reference to clauses) very carefully. **You** should pay special attention to the General Exclusions, Sectional Conditions and General Terms and Conditions of this **Policy**.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the insurance broker or intermediary firm that arranged **Your Policy** with **Us** immediately.

Duties of Fair Presentation of a Risk under The Insurance Act 2015 before inception of this Policy

You have a duty to make a fair presentation of the risk which is covered by this **Policy** in accordance with the Insurance Act 2015. Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any **Statement of Fact** is accurate and complete.

This duty applies prior to the start of the **Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of the **Policy**. If **You** do not comply with this condition then **Your** insurance may not cover **You** fully or at all. Specifically:

- a) if the failure to make a fair presentation of the risk is deliberate or reckless **We** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premium; or
- b) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover had **You** made a fair presentation then **We** can elect to make the **Policy** void and return **Your** premium; or
- c) if the failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula **We** will divide the premium actually charged by the premium **We** would have charged had **You** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii. treat the **Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** made a fair presentation.
- d) Where **We** elect to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

If You do not comply with Your duty to make a fair presentation of the risk, the failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, reduction of a claim, refusal of a claim or Your Policy being cancelled, and may affect Your ability to gain insurance from other insurers.

We have used the information supplied by **You** to determine the terms on which **We** are prepared to provide the insurance and the premium **We** require. It is therefore extremely important that **You** check the **Statement of Facts**, the other documents comprising **Your Policy** and any other information provided to **Us** most carefully to ensure that **You** have taken care to honestly provide this information and, that to the best of **Your** knowledge and belief, it is accurate, and **You** have made a fair presentation of the risk. If **You** don't, then as described above **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim may be rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance broker.

Duties to provide further information after inception of this Policy

You must also tell **Us** immediately about any facts or changes which affect **Your** insurance, and which have occurred either since the **Policy** started or since the last renewal date.

Should any of the information **You** have provided and which is recorded on the **Statement of Facts** change during the **Period of Insurance**, **You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

You are also required to update **Us** with any changes to the information set out in the **Statement of Facts** which **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes, **We** may adjust the premium and the terms of this **Policy**. The changes **You** are required to notify **Us** of include but are not limited to the following:

- any change or addition to the contents of the **Property** that results in the need to increase the amounts insured or the limits that are shown on **Your Policy Schedule**;
- any changes to the **Business** description or activities undertaken;
- any change of address;
- if the **Business** ceases to trade.

This is not a full list and if **You** are in any doubt **You** should advise **Us** for **Your** own protection.

If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all. Specifically,

- a) if the failure to tell **Us** about changes is deliberate or reckless **We** can elect to make the **Policy** void and keep the premium. This means treating the **Policy** as if it had not existed and that **We** will not return **Your** premium; or
- b) if the failure to tell **Us** about changes is not deliberate or reckless and **We** would not have continued to provide cover had **You** told **Us** about the changes then **We** can elect to make the **Policy** void and return **Your** premium; or
- c) if the failure to tell **Us** about changes is not deliberate or reckless and **We** would have issued cover on different terms had **You** told **Us** about the changes then **We** can:
 - i. reduce proportionately any amount paid or payable in respect of a claim under the **Policy** using the following formula **We** will divide the premium actually charged by the premium **We** would have charged had **You** told **Us** about the changes and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - ii. treat the **Policy** as if it had included the different terms (other than payment of the premium) that **We** would have imposed had **You** told **Us** about the changes.
- d) Where **We** elect to make the **Policy** void this will be from the start of the **Policy** or the date of variation or from the date of renewal.

This condition operates in addition to any provisions relating to underinsurance in this **Policy**.

If You do not tell Us about these changes or inaccuracies, this may result in refusal of a claim or Your Policy being cancelled, and may affect Your ability to gain insurance from other insurers.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance broker or intermediary firm. If **You** do not tell **Us** about relevant changes, then as set out above **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker or intermediary firm, before and after inception of the **Policy**.

Fraudulent claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy** and **We** may recover from **You** any sums paid by **Us** to **You** in respect of the claim. **We** may also cancel the **Policy** and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

We may also tell the police about the circumstances of any fraud.

It is important that You check Your records for the information You have provided and notify Us immediately of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, reduction of a claim, refusal of a claim or Your Policy being cancelled.

Cancellation

Cancellation by You

To effect cancellation of **Your Policy**, **You** should contact the firm that arranged **Your** insurance with **Us**.

Cancellation by You during the cooling-off Period

This insurance provides **You** with a cooling-off **Period** to decide whether **You** wish to continue with this insurance. The cooling-off **Period** is for 14 days from the date **You** receive **Your Policy** documentation.

If a **Period** of less than 14 days has elapsed since **You** received **Your Policy** documentation, and **You** have not made a claim, **You** have the right to cancel the **Policy** and receive a refund of the premium **You** have paid:

- if at the date of cancellation **Your Policy** has not yet commenced, **You** will receive a full refund of the premium **You** have paid from **us**; or
- if **Your Policy** has already commenced, **You** will receive a refund of premium from **us**, equivalent to the unexpired **Period** of **Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

Cancellation by You – after the cooling-off Period

If **You** have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**, **You** will receive a refund of premium from **us** equivalent to the unexpired **Period of Cover** on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy** **You** will not be entitled to a refund of premium.

If **You** are paying the annual premium by monthly instalments, no further premiums will be collected from **You** once the firm that arranged **Your** insurance with **Us** received notice of cancellation from **You**, provided there have been no claims or incidents likely to result in a claim in the current **Period of Insurance**.

If **You** are cancelling the **Policy** and there has been a claim or incident likely to result in a claim in the current **Period of Insurance** the full annual premium must be paid by **You**. Cancellations will not be backdated.

Cancellation by Us

We have the right to cancel **Your Policy** at any time if there is a valid reason. **We** may cancel this **Policy** by giving either **You** or the firm that arranged **Your** insurance with **Us** 7 days written notice by post or e-mail.

We will return to **You** a refund of premium equivalent to the unexpired period of cover on a pro rata basis. **We** will not return any premium if the amount is less than twenty five pounds (£25).

Valid reasons for **Us** to cancel **Your Policy** may include but are not limited to:

- **You** failing to co-operate with **Us** or send **Us** information or documentation as required by the terms of **Your Policy** where this significantly affects **Our** ability to process **Your** claim or deal with **Your Policy**;
- **You** fail to pay the full premium, in which case there shall be no refund of premium.
- **You** fail to comply with **Our** risk improvements or recommendations within the timescales given following a survey of **Your Business**
- **You** provide **Us** with incorrect information and fail to correct this when **We** ask **You** to.
- **Your** circumstances change that mean **You** no longer meet **Our** criteria for providing cover under the **Policy**;

- **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.
- **You** make a fraudulent claim, in which case **We** may choose not to refund the premium, as set out under the heading of fraudulent claims above.

If **You** pay the premium by instalments and an instalment remains unpaid after 7 days, **We** may cancel this **Policy** immediately from the date the last instalment was due.

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in the **Policy** unless **We** state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the **Policy**, except for headings and titles. Each Section of the **Policy** may contain definitions which apply to that Section and they must be read in conjunction with the **Policy** definitions below. Please note that throughout this **Policy** a defined word or phrase will also be in bold text.

Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute or regulation will be construed to include all its amendments or replacements.

Please note that all headings within the **Policy** are included for convenience only and will not form part of this **Policy**

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Business

Activities directly connected with the business shown in the **Schedule** conducted solely within the **Territorial Limits** including:

- a) the ownership maintenance and repair of the **Premises**;
- b) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;
- c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials;
- d) participation in trade shows or exhibitions.

Computer and Electronic Business Equipment

All computers computer installations and operating and embedded systems networks integrated circuits microprocessors microchips hardware any electronic computing and data processing equipment related application software information repository telecommunication equipment computer controlled or programmed machinery equipment capable of processing **Data** and/or similar devices whether physical or remotely connected thereto.

Contract

Any contract or agreement entered into by **You** to carry out work in the course of the **Business** whether by virtue of express agreement or otherwise.

Contract Site

The site of the performance of any **Contract** undertaken by **You** within the **Territorial Limits**.

Damage

Accidental material loss, destruction or damage.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instruction.

Data Protection Regulations

Means:

- a) unless and until the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK (including the Data Protection Act 2018) and then;
- b) any successor legislation to the GDPR or the Data Protection Act 2018.

The terms **Data Controller**, **Data Processor**, **Data Subject**, **Processing**, **Personal Data** and **Special Category Data** shall have their respective meanings under the **Data Protection Regulations**.

Employee

Other than Section 5 (Commercial Legal Expenses) means:

- a) any person under a contract of employment, service or apprenticeship with **You** while working for **You** in connection with the **Business**;
- b) any of the following persons whilst working under **Your** supervision or control in connection with the **Business**:
 - i. any person who is hired to or borrowed by **You**;
 - ii. any person engaged in connection with a work experience training or similar scheme;
 - iii. any self-employed person working on a labour only basis;
 - iv. any person engaged by a labour only sub-contractor;
 - v. any labour master or person engaged by them;
 - vi. any volunteer or helper;
 - vii. any person the law deems to be an employee.

Employees’ Personal Effects

Personal possessions belonging to **Your Employees** worn or carried during transit up to a limit of £500 any one person excluding audio visual and telecommunications equipment, bank notes, cash, credit cards, jewellery and watches.

Endorsement

Attachments to the **Schedule** that alter the terms or scope of cover under the **Policy** in some way.

Excess

The first amount of each and every claim (as shown in the **Policy**, the **Schedule** or any **Endorsement**) for which **You** are responsible after the application of all other terms and conditions of the insurance including but not limited to any condition of average.

Flood

The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding **Storm** and earthquake.

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) manufactured sold supplied erected repaired altered treated transported serviced or installed by **You** in the course of the **Business**.

Hazardous Trades and Locations

Any work or process in connection with the following trades activities and occupations or at the following locations:

- a) demolition unless such work forms part of a **Contract** undertaken by **You** for rebuilding alteration maintenance or repair;
- b) collieries mines or quarries;
- c) chemical works, gas works, nuclear installations or establishments, oil refineries, petrochemical works, power stations, water treatment plants and bulk oil petrol gas or chemical storage tanks or chambers other than non-manual work;
- d) construction of or any work in or on blast furnaces canals chimney shafts dams docks harbours piers tunnels wharves;
- e) aircraft or any area accessible to aircraft, including runways, taxiways, hangers and aprons;
- f) any vehicle that moves on a railway track or any area immediately adjacent to railway tracks or where a Personal Track Safety (PTS) Certificate is required to gain access or carry out work;
- g) watercraft or underwater;
- h) use of explosives tunnelling or piling work;
- i) removal mining processing manufacturing distribution storage disposal sampling treatment maintenance or repair of **Asbestos** or products made entirely or mainly of **Asbestos**;
- j) construction of bridges and viaducts other than footbridges;
- k) roads where there is live traffic.

Indirect Loss

A loss that is not directly associated with the incident that caused **You** to claim.

Insured, You, Your

The person(s) or company named in the **Schedule**.

Insurer, Our, Us, We

The insurance company named in the **Schedule** on whose behalf this insurance document is issued. The **Insurer's** liability is several and each **Insurer** is liable only for the insurance cover provided in respect of that Section indicated under the **Schedule**.

Money

Includes **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

Current cash bank and currency notes, uncrossed cheques, giro-cheques, postal orders, money orders or bankers drafts unused, current postage stamps, unaffixed national insurance stamps, national savings and holiday with pay stamps, trading stamps, luncheon vouchers, mobile phone talk vouchers, gift tokens, consumer redemption vouchers, travel tickets, validated tickets or scratchcards for the national lottery and gaming machine tokens all belonging to **You** or for which **You** are responsible.

Non-Negotiable Money

Crossed cheques giro-cheques postal orders money orders bankers drafts giro drafts or warrants unexpired units in franking machines stamped national insurance cards national savings certificates premium bonds credit and debit card sales vouchers and value added tax purchase invoices all belonging to **You** or for which **You** are responsible.

Period of Insurance

The period beginning with the effective date shown in the **Schedule** and ending with the expiry date and any other period for which **We** have accepted **Your** premium.

Policy

The Policy wording, **Statement of Facts**, **Schedule**, any **Endorsements**, any specification of Items/**Property** insured and/or any security requirements.

Premises

The part of the premises at the address or addresses specified in the **Schedule** which **You** occupy own lease or rent for the purposes of the **Business**.

Property

Material property belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Schedule

The schedule details the **Insurers**, which Sections of the **Policy** are operative, and the major sums insured and limits that apply to each of those Sections. The **Schedule** also details the location(s) that are being insured by the **Policy**, the limits of cover and the **Excess** that applies to a claim. Finally, the **Schedule** will show if there are any additional **Endorsements** or extensions of cover applying.

Statement of Facts

This is a record of the statements that **You** made when applying for this insurance.

Storm

Rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing **Damage** caused by water that backs up from a sewer or drain as a direct result thereof, but excluding **Flood** and earthquake.

Terrorism

Any act as defined in the Terrorism Act 2000, whether involving violence or the use of force or not, or the threat or the preparation 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), which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives.

Territorial Limits

The territories and areas detailed in the **Schedule**.

Unattended Vehicle

A vehicle which is either:

- a) out of the direct line of sight of
 - i. the driver;
 - ii. any other able bodied adult carried in the vehicle as part of a conveyance immediately prior to the event giving rise to a claim.

or

- b) within the line of sight of
 - i. the driver;
 - ii. any other able bodied adult carried in the vehicle as part of a conveyance immediately prior to the event giving rise to a claim;

but where, at the time of the event giving rise to a claim, the vehicle is such a distance away so as to reasonably prevent all such individuals from interceding to prevent such an event occurring.

Section 1 – Public and Products Liability

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Definitions

Also refer to the definitions on pages 12 to 16. The following additional definitions apply to this Section 6 shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 16, where used in this Section the definitions set out in this Section shall prevail.

Abuse

- a) acts of hurting or injuring mentally or physically by maltreatment or ill-use acts of hurting or injuring mentally physically by maltreatment or ill-use;
- b) acts of forcing sexual activity rape or molestation; or
- c) repeated or continuing contemptuous coarse or insulting words or behaviours

Geographical Limits

- a) **Territorial Limits**; or
- b) elsewhere in the world arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits** or involving **Goods**.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

in connection with any event which is or may be the subject of indemnity under this Section

Costs and Expenses

- a) Costs and expenses of claimants for which **You** are legally liable.
- b) Other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Solicitors' fees incurred with **Our** written consent for:
 - i. defence in any court of summary jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a coroners court or fatal accident inquiry in respect of any death.

Injury

Bodily injury, death, illness, mental injury or nervous shock causing bodily injury.

Pollution and Contamination

- a) all pollution and contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all **Damage** to property or **Injury** directly or indirectly caused by such pollution and contamination.

Cover

What is Covered	What is not Covered
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in connection with the Business or caused by Goods in the course of the Business as a result of:</p> <ul style="list-style-type: none"> a) accidental Injury to any person; b) accidental loss of or Damage to property; c) obstruction trespass nuisance or interference with any right of way air or light or water or other easement; d) wrongful arrest malicious prosecution detention imprisonment eviction or accusation of shoplifting of any person (not being an Employee); <p>occurring within the Geographical Limits during the Period of Insurance.</p> <p>Our maximum liability payable for Compensation under this Section in respect of:</p> <ul style="list-style-type: none"> a) any one claim against You; b) the aggregate of any series of claims against You arising out of one occurrence; c) the aggregate of all claims occurring during any one Period of Insurance caused by and arising from Goods; d) the aggregate of all claims occurring during any one Period of Insurance caused by and arising from Pollution or Contamination <p>shall not exceed in the limit of indemnity stated in the Schedule</p> <p>Any Costs and Expenses which may be the subject of indemnity under this Policy will be payable in addition to the limit of indemnity</p>	<p>The amount of the Excess shown in the Schedule</p> <p>Any liability arising out of:</p> <ul style="list-style-type: none"> a) Injury to any Employee partner or proprietor which arises out of and in the course of their employment or engagement by You. b) loss of or Damage to any property owned loaned leased hired or rented to You. c) loss or Damage to any property held in trust or in the custody of You any Employee or any other party who is carrying out work on Your behalf other than: <ul style="list-style-type: none"> i. Employees' Personal Effects and Customers Personal Effects; ii. any premises including their contents not being premises leased or rented to You which are temporarily occupied by You for the purpose of carrying out work therein or thereon; iii. any other material property on which You or any Employee or agent of You is or has been carrying out work but We will not indemnify You in respect of loss or Damage to that part of any material property being worked upon. d) ownership possession or use under the control of You or of any Employee of: <ul style="list-style-type: none"> i. any motor vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security; ii. any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length). e) any Goods installed or incorporated in any craft designed to travel in or through air or space and which to Your knowledge was intended to be installed or incorporated in such craft. f) working or travelling Offshore or supplying Goods Offshore g) Damage to or the cost incurred by anyone in repairing removing installing erecting dismantling replacing re-applying rectifying modifying or reinstating any Goods supplied. h) advice instruction consultancy design formula

specification inspection certification or testing provided separately for a fee or in circumstances where a fee would normally be charged other than in connection with **Goods** for which indemnity is provided under this Section.

- i) or caused by:
 - i. any professional negligence wrongful or inadequate treatment examination prescription advice by **You** or anyone acting on **Your** behalf, provided that this Exclusion shall not apply to the provision of emergency first aid;
 - ii. the failure or inadequacy (whether full or partial) of any product supplied to perform the function for which it was intended.
- j) any **Goods** supplied which could affect the safety or operation of nuclear installations.
- k) **Pollution and Contamination** occurring:
 - i. in the United States of America (or any territory within its jurisdiction) Canada;
 - ii. elsewhere 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**.
- l) any work carried out on motor vehicles or motor cycles
- m) any work carried undertaken in any **Hazardous Trade or Location**.
- n) or directly or indirectly caused by or in connection with any fungus, (toxic) mould, mildew or allergens.
- o) any costs incurred in recalling or making refunds in respect of any **Goods** supplied;
- p) any action for damages brought in a court of law of any territory outside the **Territorial Limits** in which **You** have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding **Your** Power of Attorney;
- q) any claims against **You** or orders for **Compensation** and **Costs and Expenses** within the legal jurisdiction of the United States of America, Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world;
- r) **Injury** or property **Damage** caused by or in connection with any **Goods** sold or supplied by

You which to **Your** knowledge are directly or indirectly exported to the United States of America (or any territory within its jurisdiction) or Canada

- s) **Injury** loss **Damage** cost or expense of whatsoever nature directly or indirectly caused by or contributed to by or arising from the manufacture production storage or handling of **Asbestos** or materials containing **Asbestos**

Any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement

Any liability which is insured by or would but for the existence of this Section be insured by any other policy

Any amount in excess of £1,000,000 in respect of any one loss in relation to the use or application of heat including but not limited to the use of any blow lamp blow torch flame gun or hot air gun electric gas or other welding cutting portable grinding equipment or other form of naked flame carried out away from **Your Premises**

Any liability arising directly or indirectly from **Terrorism**

Any liability arising directly or indirectly from **Abuse**.

Extensions – Public Liability

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered	What is not Covered
<p>A Court Attendance</p> <p>In the event of any of the under mentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide compensation to You at the following rates per day for each day on which attendance is required:</p> <ul style="list-style-type: none"> a) any director or partner of the Insured - £250 b) any Employee - £150 	
<p>B Cross Liabilities</p> <p>If there is more than one Insured specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each.</p>	<p>Our total liability shall not exceed the limit of indemnity stated on the Schedule.</p>
<p>C Data Protection Regulations</p> <p>We will indemnify You in respect of legal liability to pay damages and claimants legal costs and expenses for damage or distress under the Data Protection Regulations not otherwise insured under the Policy and first made against You during the Period of Insurance</p> <p><u>Provided that</u> notwithstanding anything stated in the Schedule or elsewhere in this Policy to the contrary the said Limit of Indemnity shall for the purpose of this extension apply in respect of the total of all claims during any one Period of Insurance You have registered in accordance with the terms of the Data Protection Regulations or has applied for such registration which has not been refused or withdrawn.</p>	<p>Any liability in respect of:</p> <ul style="list-style-type: none"> a) 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000; b) Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission; c) any Damage or distress caused by any act of fraud or dishonesty; d) the Costs and Expenses of rectifying rewriting reinstating or erasing Personal Data; e) the recording processing or provision of Personal Data for reward or to determine the financial status of any person; f) a Contract; g) against liability in respect of Injury to any person or Damage to material property; h) any fines or penalties; i) the provision by You of the services of a Data Processor

Our liability shall not exceed the amount stated as the limit of indemnity in the **Schedule**

D Defective Premises Act

We will indemnify You in respect of **Injury** or loss or **Damage** to property which You may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by You and which prior to disposal were owned or occupied by You in connection with the **Business**.

Any liability for:

- a) which You are entitled to indemnity under any other insurance policy;
- b) **Injury** or loss or **Damage** prior to any such disposal; and
- c) the cost of repairing, replacing or reinstating any defect or alleged defect in such premises.

E Health and safety at work

We will indemnify You and at Your request any director, partner or **Employee** in respect of legal **Costs and Expenses** incurred with Our consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) the Corporate Manslaughter and Corporate Homicide Act 2007,

provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which You are entitled to indemnity under this **Policy**.

We shall not provide indemnity in respect of:

- a) any fines penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
- b) the costs and expenses of an appeal against improvement or prohibition notices;
- c) any costs and expenses covered by any other insurance policy;
- d) the costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**;
- e) the costs and expenses in respect of any deliberate act or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- f) the costs and expenses on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred in respect of a valid claim for **Compensation** under this Section
- g) the costs and expenses in respect of any activity or risk excluded from the **Policy**.

Our liability under this Extension for **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

F Indemnity to Principal

We will indemnify any principal under this Section against liability in respect of **Injury** or loss of or **Damage** to material property to the extent that any **Contract** or agreement entered into by You with any principal so requires,

provided that:

- a) indemnity under the **Policy** would have been provided had a claim been made against **You**;
- b) the principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this **Policy** as far as they can apply;
- c) the conduct and control of claims is vested in **Us**;

the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

G Leased or Rented Premises

We will indemnify **You** in respect of **Damage** to the **Premises** (including fixtures and fittings) leased or rented and occupied by **You** in connection with the **Business**.

We shall not provide indemnity against liability assumed by **You** under any agreement which would not have attached in the absence of such agreement.

H Overseas Personal Liability

We will within the terms of this Extension indemnify **You** and/or at **Your** request any director partner or **Employee** or any spouse or child of any such persons who are accompanying such persons in respect of liability incurred in a personal capacity in connection with an event occurring in a country outside of the **Geographical Limits** whilst on a temporary visit to such country in connection with the **Business**,

provided that:

- a) any person entitled to indemnity under this Extension shall as though they were **You** be subject to the terms Exclusions and Conditions of the **Policy** insofar as they can apply;
- b) nothing in this Extension shall increase **Our** liability to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified.

We shall not provide indemnity against liability:

- a) arising under a **Contract**;
- b) for which indemnity is provided by any other insurance policy;
- c) in respect of **Damage** to material property belonging to or in the custody or under the control of any person entitled to indemnity under this extension;
- d) in respect of **Injury** to any person entitled to indemnity under this extension;
- e) caused by or arising from:
 - i. the ownership or occupation of land or buildings;
 - ii. the carrying on of any **Business** profession trade or employment;
 - iii. the ownership possession or use of animals other than domestic dogs or cats.

Extensions – Products Liability

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered	What is not Covered
<p>A Consumer Protection and Food Safety Acts</p> <p>We will provide indemnity to You and at Your request any director, partner or Employee in respect of legal Costs and Expenses incurred with Our written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and sections 7 and 8 of the Food Safety Act 1990 including such legal Costs and Expenses incurred in an appeal against a conviction arising from such proceedings and prosecution costs awarded in connection therewith <u>provided that</u> the proceedings relate to an offence alleged to have been committed during the Period of Insurance and in the course of the Business</p>	<p>We shall not provide indemnity in respect of:</p> <ul style="list-style-type: none"> a) any fines penalties or awards; b) Any Costs and Expenses covered by any other insurance policy; c) proceedings consequent upon a deliberate act by or omission of any person entitled to indemnity under this section Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; d) proceedings which arise out of any activity or risk excluded from this Policy.
<p>B Cross Liabilities</p> <p>If there is more than one Insured specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each.</p>	<p>Our total liability shall not exceed the limit of indemnity stated on the Schedule.</p>

Conditions that apply to Section 1 – Public and Products Liability

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** may not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk a claim occurring under this **Policy**

If **You** do not comply with these conditions, **We** may not pay **Your** claim.

1.1 Heat Application Condition

It is a condition precedent to **Our** liability under this **Policy** that the following precautions are to be complied with in relation to any following work carried out away from **Your Premises**:

- a) Work involving application of heat including, but not limited to the use of any blow lamp, blow torch, flame gun or hot air gun, electric gas oxy-acetylene or other welding cutting, portable grinding equipment or other form of naked flame;
 - i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected and wherever practicable all combustible material is to be removed to a distance not less than 10 metres from the point of work. Where such material

- cannot be removed it must be covered by overlapping sheets of non-combustible material or afforded equivalent protection
- ii. Suitable fire extinguishing appliances, not less than 2 in number, are to be kept available for immediate use at the point of work. Fire extinguishers should be full and in working order with a capacity of at least 6 litres and located no more than 2 metres from the area of work
 - iii. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
 - iv. Hot air guns are to be switched off when unattended and immediately after use
 - v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use
 - vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
 - vii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
 - viii. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition). A further check is to be made 30 minutes and again at 60 minutes immediately following the completion of each period of work. A suitable **Employee** is to be responsible for fire safety for each period of work and to damp down the area of the proposed work whilst the hot works is being carried out and for at least 15 minutes following any interruption to and/or cessation of the hot work.
 - ix. any work involving the application of heat is only carried out by a suitably experienced **Employee** or contractor
 - x. any work involving the application of heat will cease at least 1 hour before work at the premises finishes for the day
- b) Work involving asphalt or bitumen tar boilers;
- i. Regulation spill trays are to be used
 - ii. All tar boilers are to be kept wholly at ground level
 - iii. The equipment and work is not to be left unattended at any time whilst in use
 - iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
 - v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)
- c) No such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and the occupier has specifically approved the applicable safety arrangements.

1.2 Bona Fide Sub Contractors

The following conditions apply to this Section in where work is undertaken on **Your** behalf by any sub-contractor other than a labour only sub-contractor:

- a) **You** must take reasonable steps to obtain confirmation from the sub-contractor prior to starting work that they have insurance in force throughout the period of the work they are undertaking;
- b) A written record must be retained by **You** for inspection by **Us** if a claim arises for which the sub-contractor may have a responsibility showing evidence of:
 - i. Employers' liability insurance in the name of the sub-contractor covering liability to employees in accordance with any law relating to compulsory insurance;
 - ii. Public liability insurance covering the legal liability of the sub-contractor to anyone who is not one of their employees and which:

- I. has a limit of indemnity not less than the public liability limit of liability shown in **Your Schedule** or any other amount agreed by **Us** in writing;
- II. includes a clause providing benefit of cover to **You** in similar terms to Extension F (Indemnity to Principal) of Section 1 - Public and Products Liability;
- III. covers the type of work carried out by the sub-contractor in connection with works being undertaken

1.3 Housing Grants Construction and Regeneration Act 1996

The following conditions apply to this Section, in respect of any event and/or occurrence which may be the subject of indemnity under this Section arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants Construction and Regeneration Act 1996 that:

- a) **You** give immediate notice directly to **Us** of:
 - i. receipt of any notice of intent or other documents making reference to adjudication;
 - ii. becoming aware that a dispute is likely to be referred to adjudication;
 - iii. a decision by **You** to refer a dispute to adjudication.
- b) **You** will:
 - i. provide full written details and/or any other applicable evidence in respect of any matter notified under (a) above directly to **Us** within 48 hours of it occurring by registered post;
 - ii. meet any request direction or timetable of the adjudicator.
- c) **You** will not without **Our** written consent:
 - i. make any admission offer promise payment in respect of any matter which is the subject of indemnity under this **Policy**;
 - ii. agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution.
- d) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim for indemnity or **Damages** or otherwise involving a dispute referred to adjudication subject always to the terms exclusions conditions and limitations of this **Policy**.

1.4 Underground Services Condition

We shall not indemnify **You** in respect of **Damage** to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations unless the undernoted precautions are complied with on each occasion:

- a) prior to the commencement of any excavation digging boring or earth moving work **You** shall take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures;
- b) **You** shall convey the location of such underground pipes cables mains and other services to those **Employees** or contractors carrying out such work on **Your** behalf;
- c) **You Your Employees** or any contractors carrying out work shall adopt or cause to be adopted a method of work which minimises the risk of **Damage** to such underground pipes cables mains and other services.

Section 2 – Employers’ Liability

This section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this section.

Definitions

Also refer to the definitions on pages 12 to 16. The following additional definitions apply to Section 2 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 16, where used in this Section the definitions set out in this Section shall prevail.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

Costs and Expenses

- a) Costs and expenses of claimants for which **You** are legally liable.
- b) Other costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this Section.
- c) Solicitors’ fees incurred with **Our** written consent for:
 - i. defence in any court of summary jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**;
 - ii. representation at a coroner’s court or fatal accident inquiry in respect of any death

in connection with any event which is or may be the subject of indemnity under this Section.

Geographical Limits

- a) **Territorial Limits**; or
- b) elsewhere in the world arising out of temporary visits by **Employees** ordinarily resident in the **Territorial Limits**.

Injury

Bodily injury, death, illness, disease, mental injury or nervous shock causing bodily injury.

Offshore

From the moment in time that an **Employee** shall embark onto any conveyance at the point of final departure on land to any offshore rig offshore platform or offshore installation in the sea or tidal waters until the moment in time that an **Employee** shall disembark from any conveyance onto land upon their return.

Cover

What is Covered

We will indemnify You against all sums that You become legally liable to pay as **Compensation and Costs and Expenses** in respect of **Injury** sustained by any **Employee** caused during the **Period of Insurance** within the **Geographical Limits** and arising out of their employment by You in the course of the **Business**.

Our liability under this Section for **Compensation and Costs and Expenses** payable in respect of any one claim against You or series of claims against You arising out of one event will not exceed:

- a) £5,000,000 where a link has been or is established to the manufacture, mining, processing, distribution, survey, investigation, testing, remediation, management of, or, removal, storage, disposal, sale, use or exposure to **Asbestos** or materials or products containing **Asbestos**;
- b) the amount stated in the **Schedule** for all other claims not linked to **Asbestos**.

What is not Covered

We will exclude liability:

- a) arising out of **Injury** to any **Employee** who is working visiting or travelling **Offshore**;
- b) as a result of **Terrorism** but as far as concerns **Injury** as a result of **Terrorism** to any **Employee** which arises out of and in the course of employment or engagement by You the limit of liability under this Section shall not exceed £5,000,000.
- c) for which compulsory motor insurance or security is required to be arranged by You under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other subsequent legislation amending or replacing such Act or Order and other compulsory road traffic act legislation
- d) of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i. ionising radiation 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 but as far as concerns **Injury** to any **Employee** which arises out of and in the course of his employment or engagement by You.
- e) arising out of employment practices, disputes related to employment or prospective employment of any person or persons including but not limited to:
 - i. wrongful, unfair or constructive dismissal;
 - ii. denial of natural justice, defamation, misleading representation or advertising;
 - iii. refusal to employ a suitably qualified applicant or failure to promote; or
 - iv. coercion demotion, evaluation, relocation, punishment, slander, humiliation,

harassment, bullying or discrimination;

but this exclusion does not apply in respect of any damages for **Injury** required by any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

Extensions

All General Exclusions, General Conditions and General Claims Conditions apply to these extensions. These extensions are not operative if there is no limit shown in the **Schedule** for this section, otherwise cover under this section is extended to include:

What is Covered

A Court Attendance

A In the event of any of the persons below attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this Section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required.

- a) any director or partner of the **Insured** - £250
- b) any **Employee** - £150

What is not Covered

B Health and safety at work

We will indemnify **You** and at **Your** request any director, partner or **Employee** in respect of legal **Costs and Expenses** incurred with **Our** consent in the defence of any prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- a) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978;
- b) the Corporate Manslaughter and Corporate Homicide Act 2007,

Provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business** and in connection with a claim in respect of which **You** are entitled to indemnity under this **Policy**.

Our liability under this Extension for **Compensation** and **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

We shall not provide indemnity in respect of:

- a) any fines penalties of any kind remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution;
- b) the costs and expenses of an appeal against improvement or prohibition notices;
- c) any costs and expenses covered by any other insurance policy;
- d) the costs and expenses of any investigation or prosecution brought other than under the laws of the **Territorial Limits**;
- e) the costs and expenses in respect of any deliberate act or omission of any person entitled to indemnity under this Extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- f) the costs and expenses on indictment for manslaughter, corporate manslaughter corporate homicide or culpable homicide other than costs already incurred in respect of a valid claim for **Compensation** under this

Section

- g) the costs and expenses in respect of any activity or risk excluded from the **Policy**.

Our liability under this Extension for **Costs and Expenses** payable as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

C Indemnity to Principal

We will subject to the terms of this **Policy** indemnify at **Your** request any principal in respect of liability in respect of **Injury** or loss of or **Damage** to material property to the extent that any **Contract** entered into by **You** with such principal so requires provided that:

- a) **You** would have been entitled to indemnity under this Section if the claim had been made against **You**;
- b) the principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this **Policy** as far as they can apply
- c) the conduct and control of any claim is vested in **Us**;
- d) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause;
- e) the indemnity granted this section shall only apply in respect of liability to any person who is an **Employee**.

D Unsatisfied Court judgements

At **Your** request **We** will pay to the **Employee** or the legal personal representatives of the **Employee** the amount of any **Compensation** and any awarded costs to the extent that they remain unsatisfied where a judgement has been obtained by such **Employee** or the legal personal representatives of such **Employee**:

- a) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in the **Business**;
 - b) against any company partnership or individual other than **You** operating from or resident in the **Premises** within the **Geographical Limits** in any court situated in the **Geographical Limits** and such judgement remains unsatisfied in whole or in part 6 months after the date of
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judgement.

Provided that:

- i. the judgement is obtained in a court of law within the **Territorial Limits** against a company partnership or individual other than **You** conducting **Business** at or from **Premises** within the **Territorial Limits**;
- ii. there is no appeal outstanding;
- iii. the judgement relates to **Injury** which would otherwise be within the terms of the **Policy**.
- iv. If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

E Injury to working partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury**

Provided that:

- a) such **Injury** is sustained whilst working in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**;
- b) such **Injury** is caused by another working partner proprietor or **Employee**;
- c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**.

Special Provisions that apply to Section 2 – Employers' Liability

These special provisions apply only to this Section.

2.1 Discharge of Liability

We may pay the limit of indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the limit of liability.

2.2 Rights of Recovery

The indemnity granted by under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Section 3 - Contract Works Own and Hired in Plant and Tools

This Section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 16. The following additional definitions apply to this Section 3 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 16, where used in this Section the definitions set out in this Section shall prevail.

Contract Price

The sum agreed between **You** and **Your** principal or his employee as payment or completion of the **Contract Works** or where there is no principal or employee the value of the **Contract Works** to be completed on site.

Contract Works

- a) temporary or permanent works completed or to be completed as part of any **Contract**; and/or
- b) materials and **Property** for incorporation whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Territorial Limits** to the extent that **You** are responsible under any **Contract**.

Existing Structures

Any property (including fixtures fittings and contents) which prior to the commencement of any **Contract** forms part of any structure.

Hired in Plant

Plant scaffolding, site huts and temporary buildings hired in by **You** for use in connection with any **Contract** while anywhere within the **Territorial Limits** and including transit other than by sea or air.

Insured

Each of **Your** directors partners principals or any person under a permanent contract of service with **You**.

Maintenance Period

The period during which **You** are responsible for rectifying defects following **Practical Completion** indicated in the conditions of the **Contract** but not exceeding 12 months.

Own Plant

Plant scaffolding, site huts and temporary buildings owned by **You** while anywhere within the **Territorial Limits** and including while in transit other than by sea or air.

Practical Completion

Contract Works which are:

- a) completed; or
- b) complete except for the prospective buyers or tenant's choice of decorations or final fitments.

Property Insured



- a) the **Contract Works**;
- b) **Own Plant** and **Hired in Plant** which **You** own or for which **You** are responsible as stated in the **Schedule**;
- c) **Tools and Business Equipment**.

Tools and Business Equipment

Hand tools handheld portable power tools ladders and **Business** materials and mobile phones belonging to or borrowed or leased by any **Insured**.

Cover

What is Covered	What is not Covered
<p>We will indemnify You in respect of Damage to the Property Insured sustained within the Territorial Limits during the Period of Insurance.</p>	<p>We shall not indemnify You under this Section for:</p> <ul style="list-style-type: none"> a) the amount of the Excess; b) liquidated damages fines or any other penalties under Contract for delay or non-completion or loss of market; c) Damage due to any wilful act or wilful neglect by You; d) Damage: <ul style="list-style-type: none"> i. by disappearance or shortage discovered only when an inventory is taken, or which is not traceable to an event; ii. caused by pollution or contamination other than that of or to the Property Insured. e) Damage to any part of the permanent works: <ul style="list-style-type: none"> i. for which a certificate of completion has been issued; ii. which has been completed and handed over to Your employer or principal; or iii. taken into use unless the Damage occurs: <ul style="list-style-type: none"> I. during the Maintenance Period but caused before the beginning of the Maintenance Period; II. while You are carrying out Your obligations under the Maintenance Period; III. within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract. f) Damage as a result of: <ul style="list-style-type: none"> i. normal upkeep maintenance repair or making good wear and tear or gradual deterioration depreciation erosion the action of light change in temperature or atmosphere moths vermin

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- insects or parasites;
- ii. frost corrosion dampness rust dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising mildew mould or toxic mould or other deterioration;
 - iii. mechanical or electrical breakdown or derangement or from adjustment or repair;
 - iv. confiscation nationalisation requisition seizure or wilful destruction by any government public municipal local or customs authority.
 - v. any process of cleaning restoring adjusting normal maintenance or repair use contrary to the manufacturer's instructions or interference with any component part;
- g) **Damage to:**
- i. **Existing Structures;**
 - ii. any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than any such vehicle used solely as a tool of trade;
 - iii. any aircraft drone or waterborne vessel;
 - iv. property for which **You** are relieved of responsibility by the conditions of the **Contract**;
 - v. rubber tyres by the application of brakes or by punctures cuts or bursts;
 - vi. **Contract Works** in connection with **Hazardous Trades and Locations**.
- h) In respect of **Tools and Business Equipment**, any **Damage**:
- i. by theft or attempted theft:
 - I. from any **Unattended Vehicle** or open or soft-topped motor vehicle unless;
 - all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the **Property Insured** is hidden from view;
 - such vehicle is in a securely locked building or compound which has secure walls and/or fences and

- securely locked gates between the hours of 9.00pm and 6.00am.
- II. whilst left unattended:
 - on any site or premises where **You** are or any **Employee** is carrying out work;
 - elsewhere unless stored in a securely locked room or building.
- III. by any **Insured** or **Employee**.
 - ii. to cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature unless caused by fire, lightning or **Storm** or the theft of a complete item.
 - i) **Indirect Loss** of any kind;
 - j) unexplained disappearance or inventory shortage;
 - k) property more specifically insured.

Extensions

What is Covered	What is not Covered
<p>A Architects surveyors legal and consulting engineers' fees</p> <p>The reasonable fees necessarily incurred following Damage insured by this Section to reinstate or repair the Contract Works</p>	<p>Our liability under this extension will not extend to include any fees incurred for preparing any claim where more specifically insured.</p>
<p>B Continuing hire charges</p> <p>We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any Hired in Plant insured under this Section provided that the cover for Your Own Plant and/or Hired in Plant is operative</p>	<p>Our liability under this extension will not extend to include Damage due to any wilful act or wilful neglect by You or any amount in excess of £50,000 in respect of any one loss.</p>
<p>C Debris removal</p> <p>The reasonable costs and expenses necessarily incurred with Our consentin:</p> <ul style="list-style-type: none"> a) removing debris from the Contract Site and the area immediately adjacent; b) dismantling and / or demolishing shoring up or propping of the portion or portions of the Property Insured; c) clearing and/or repairing drains and service mains on site. 	<p>Any costs or expenses arising from pollution or contamination of property not insured by this Section or any property more specifically insured.</p> <p>Any amount in excess of 25% of the estimated Contract Price.</p>

D European Community and public authorities (including undamaged property)

The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of:

- a) European Community Legislation;
- b) buildings or other regulations under or framed in pursuance of any acts of parliament or local authority bye-laws provided that the work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months).

The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this extension not being increased.

Provided also that if **Our** liability under this Section apart from this extension is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability under this extension will be reduced in proportion.

Our liability under this extension will not extend to include:

- a) any **Damage** occurring prior to the granting of this extension;
- b) any amount in excess of 50% of the **Contract Price**;
- c) in respect of undamaged **Property Insured** any amount in excess of 15% of the amount **We** would have been liable to pay had the **Property Insured** been wholly destroyed;
- d) any costs incurred in respect of **Damage** not insured by this Section;
- e) associated with an existing requirement which has to be implemented within a given period;
- f) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulation of by laws;
- g) where notice was served upon **You** before the **Damage** occurred.

E Expediting costs

The reasonable costs and additional charges for overtime night-work work on public holidays express freight and the like necessarily incurred following **Damage** to reinstate or repair the **Contract Works** as part of a claim under this Section.

Our liability under this extension will not extend to include:

- a) any costs in excess of 10% of the estimated **Contract Price** or £10,000 whichever is the lesser;
- b) any costs incurred which would result in the completion of the **Contract** at a faster rate than would have been obtained had **Damage** not occurred.

F Free issue materials

The **Contract Works** will include any free issue material for incorporation into the **Contract** which are:

- a) issued free to **You** or on behalf of **Your** employer; and
- b) for which **You** are responsible under conditions of the **Contract**.

G Immobilised plant

We will indemnify **You** for the necessary costs

Our liability under this extension will not extend to

incurred in the recovery of **Your Own Plant** and/or **Hired in Plant** which may become immobilised or immovable as a result of **Damage** insured by this Section whilst being used in connection with any **Contract** undertaken by **You** provided that the **Cover** for **Your Own Plant** and/or **Hired in Plant** is operative.

include immobilisation or immovability due to mechanical or electrical breakdown.

H Indemnity to principals

The interest of **Your** employer/principal solely to the extent required by the conditions of **Contract** in force between **You** and **Your** employer/principal is included provided that each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply.

I Off-site storage

The insurance by this Section extends to apply to materials allocated to any **Contract** whilst temporarily stored anywhere within the **Territorial Limits** provided **You** are responsible for them under the **Contract**.

J Re-drawing plans and documents

The reasonable costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other **Contract** documents following **Damage**.

Our liability under this Extension will not extend to include any costs and expenses in excess of £50,000 in respect of any one loss

Special Provisions that apply to Section 3 – Contract Works Own and Hired in Plant and Tools

These special provisions apply only to this Section.

3.1 Automatic Reinstatement of sum insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the sum insured provided that **You** undertake to pay the appropriate additional premium.

3.2 Basis of Claims Settlement

In the event of **Damage** to **Contract Works** the basis of settlement shall be the cost of reinstatement meaning the rebuilding replacement repair or restoration of such **Contract Works** to a condition substantially the same as but not better or more extensive than its condition at the time of the **Damage**.

We shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of repair.

In the event of **Damage** to **Tools and Business Equipment Own Plant** or **Hired in Plant** the basis of settlement shall be the replacement repair or restoration of such items and shall be limited to the market value at the time of the **Damage** of such items

3.3 Average

If at the time of the **Damage** the sum insured is less than the total value of the **Property Insured** **You** will be

considered as **Your** own Insurer for the difference and bear a proportionate share of the loss

3.4 Limit of Liability

- a) Our liability for the repair or restoration of the **Contract Works Damaged** in part only shall not exceed the amount which would had been payable had such **Contract Works** been wholly destroyed.
- b) Our liability for the replacement repair or restoration of **Tools and Business Equipment Own Plant** or **Hired in Plant** in part only shall not exceed the amount which would had been payable had such **Own Plant** or **Hired in Plant** been wholly destroyed.
- c) The maximum amount payable in respect of any one loss under this Section shall not exceed the sum insured stated against each item in the **Schedule**

Section 4 – All Risks (Specified Items)

This Section is only operative if shown as Insured on the **Schedule**.

All General Exclusions, General Conditions and General Claims Conditions also apply to this Section.

Definitions

Also refer to the **Policy** definitions on pages 12 to 16. The following additional definition applies to this Section 4 and shall keep the same meaning wherever it appears in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 16, where used in this Section the definitions set out in this Section shall prevail.

Geographical Area

- a) the **Premises**
- b) anywhere in the **Territorial Limits**
- c) anywhere in the **Territorial Limits** or in any country of the European Union
- d) anywhere in the world

Cover

What is Covered	What is not Covered
<p>We will indemnify You against Damage to the Property specified in the Schedule by any accident or misfortune of a fortuitous nature occurring anywhere in the Geographical Area shown on the Schedule for an amount in respect of:</p> <ol style="list-style-type: none"> a) Property lost or stolen - such sum as shall be equal to the intrinsic value of the Property at the time of the loss. b) Damage to Property - such sum as shall be sufficient to make good the Damage. 	<p>The amount of the Excess shown in the Schedule next to each item insured under this Section</p> <p>Damage:</p> <ol style="list-style-type: none"> a) by theft or attempted theft from any Unattended Vehicle or open or soft-topped motor vehicle unless <ul style="list-style-type: none"> • all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the Property is hidden from view; • such vehicle is in a securely locked building or compound which has secure walls and/or fences and securely locked gates between the hours of 9.00pm and 6.00am. b) by theft or attempted theft to Property left unattended unless contained in a securely locked building or compound c) by wear and tear depreciation erosion the action of light or atmosphere moths vermin insects or parasites; d) any process of cleaning dyeing restoring adjusting or repairing; e) by normal maintenance or repair; f) by frost corrosion dampness dryness evaporation loss of weight contamination wet or dry rot marring

scratching bruising or deterioration mildew mould or toxic mould;

- g) due to any change in temperature;
- h) arising during installation maintenance removal or use contrary to the manufacturer's instructions or interference with any component part;
- i) arising from its own mechanical or electrical breakdown or derangement or arising from adjustment or repair other than by fire;
- j) by official confiscation or detention;
- k) due to the erasure or distortion of information on **Computer and Electronic Business Equipment** or their records.
- l) to any **Property** more specifically insured by **You** or on **Your** behalf
- m) to glass china earthenware marble or other fragile or brittle objects
- n) in respect of jewellery, precious stones, precious metals, bullion, furs, curiosities works of art or rare books
- o) to **Money**
- p) by unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information
- q) to motor vehicles licensed for road use (including accessories thereon) caravans, trailers, railway locomotives, rolling stock, watercraft aircraft or drones
- r) to livestock growing crops or trees
- s) caused by or consisting of inherent vice latent defect or its own faulty or defective design or materials
- t) by acts of fraud or dishonesty by **Your Employees**;
- u) to hand tools handheld portable power tools ladders and **Business** materials and mobile phones.

Special Provisions that apply to Section 4 – All Risks (Specified Items)

These special provisions apply only to this **Policy** Section.

4.1 Average

If at the time of the **Damage** the sum insured is less than the total value of the **Property** **You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss.

4.2 Automatic Reinstatement

In the event of loss, the limits stated in the **Policy** will be automatically reinstated from the date of the loss unless written notice to the contrary is given either by **Us** or **You** and **You** shall pay any required premiums for reinstatement from that date.

Section 5 – Commercial Legal Expenses

All General Exclusions, General Conditions and some General Claims Conditions also apply to this section

Definitions

Also refer to the **Policy** definitions on pages 12 to 16. The following additional definitions apply to this Section 5 and shall keep the same meaning wherever they appear in this Section. In the event of any contradiction between the definitions set out in this Section and the definitions set out on pages 12 to 16, where used in this Section the definitions set out in this Section shall prevail.

Appointed Advisor

The

- a) solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- b) mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Business

The occupation, trade profession or enterprise carried out by the entity shown in the **Schedule** that attaches to this **Policy**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either:

- a) 100% “no-win no-fee” or
- b) where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between **You** and the **Appointed Advisor** for paying their professional fees on the basis of either:

- a) 100% “no-win no-fee” or
- b) where discounted, that a discounted fee is payable.

Legal Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.2;
- b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee’s** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual adverse or negative publicity or media attention under insured event 10 – Crisis Communication.
- f) health and safety executive fees for Intervention
- g) the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 9 c) where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service

Employee

A worker who has or alleges they have entered into a contract of service with **You**, provided they have been declared to **Us**.

Insured

- a) **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business** .
- b) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

Insurer/We/Us/Our

The insurance company named in the **Schedule** on whose behalf this insurance document is issued.

Period of Insurance

The period shown in the **Schedule** to which this **Policy** attaches. (The period of insurance shall otherwise expire on earlier cancellation of this **Policy**.)

Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 11 Contract and Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- b) in criminal prosecution claims where the **Insured**:
 - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
 - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limits

- a) For Insured Events 4 Legal Defence, 5 Compliance & Regulation and 11 Contract & Debt Recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union
- b) For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

You, Your

The individual, partnership or corporate body named in the **Schedule**, including any subsidiary and/or associated companies declared to **Us**.

Cover

Following an insured event, the **Insurer** will pay **Legal Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B – Employment Compensation Awards) up to:

- a) the limit of indemnity specified in the **Schedule** to which this **Policy** attaches for all claims related by time or originating cause;
- b) an aggregate limit of £1,000,000 for compensation awards under Insured event 1.B Employment compensation awards;

subject to all of the following requirements being met:

- a) **You** have paid the insurance premium;
- b) The **Insured** keeps to the terms of this **Policy** and cooperates fully with **Us**;
- c) Unless otherwise stated in this **Policy**, the insured event arises in connection with **Your Business** and occurs within the **Territorial Limits**;
- d) the claim:
 - i. always has **Reasonable Prospects of Success**;
 - ii. is reported to **Us**:
 - I. during the **Period of Insurance**; and
 - II. as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.
- e) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us**:
 - i. in any claim to be heard by an Employment Tribunal; and/or
 - ii. before proceedings have been or need to be issued.
- f) any dispute will be dealt with through mediation or by a court, tribunal, advisory conciliation and arbitration service or a relevant regulatory or licensing body within the **Territorial Limits**.

We consider that a claim has been reported to **Us** when **We** have received the **Insured's** fully completed claim form.

1. Employment Disputes and Compensation Awards

What is Covered

A. Employment Disputes

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their:

- a) contract of service with **You**; and/or
- b) related legal rights.

A claim can be made under this Section if the **Policy** provided that all internal procedures as set out in the:

- i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in

What is not Covered

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal;
- b) actual or alleged redundancy that is notified to **Employees** within 180 days of the start of this **Policy**, except where **You** have had equivalent cover in force up until the start of this **Policy**;
- c) costs **You** incur to prepare for an internal disciplinary hearing, grievance or appeal;
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-

Northern Ireland

Employees.

have been or ought to have been concluded.

B. Employment Compensation Awards

Following a claim **We** have accepted under insured event 1.A. above – Employment, the **Insurer** will pay any:

- a) basic and compensatory award awarded against **You** by a tribunal or;
- b) an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

- i. agreed through mediation or conciliation or under a settlement approved by **Us** in advance;
- ii. or awarded by a tribunal judgment after full argument unless given by default.

Compensation awards and settlements relating to:

- a) money due to an **Employee** under a contract or a statutory provision relating thereto;
- b) trade union membership, industrial or labour arbitration or collective bargaining agreements;
- c) civil claims or statutory rights relating to trustees of occupational pension schemes.

C. Employment Restrictive Covenants

- a) a dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i. is designed to protect **Your** legitimate **Business** interests, for a period not exceeding 12 months; and
 - ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee**; and
 - iii. extends no further than is reasonably necessary to protect the **Business** interests.
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.
-

2. Tax Disputes

What is Covered

- a) a formally notified enquiry into **Your Business** tax;
- b) a dispute about **Your** compliance with HMRC regulations relating to **Your Employees**, workers or payments to contractors;
- c) a dispute with HMRC about value added tax.

Provided that:

- i. **You** keep proper records in accordance with legal requirements; and
- ii. in respect of any appealable matter **You** have requested an Internal Review from HMRC where available.

What is not Covered

Any claim relating to:

- a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions;
- b) an investigation by the Fraud Investigation Service of HMRC;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **Your** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom;
- e) **Your** failure to register for VAT.

3. Property

What is Covered

A dispute relating to material property which **You** own or is **Your** responsibility:

- a) following an event which causes physical damage to **Your** material property;
- b) following a public or private nuisance or trespass;
- c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not Covered

Any claim relating to:

- a) a contract between **You** and a third party except for a claim under 3 (c);
- b) goods lent or hired out;
- c) compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

4. Legal Defence

What is Covered

- a) a criminal investigation and/or enquiry by:
 - i. the police; or
 - ii. other body with the power to prosecute;
 where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted.
- b) The charge for an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction.

What is not Covered

Any claim relating to a parking offence.

5. Compliance & Regulation

What is Covered	What is not Covered
<ul style="list-style-type: none"> a) Receipt of a Statutory Notice that imposes terms against which You wish to appeal. b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) A civil action alleging wrongful arrest arising from an allegation of theft. d) A claim against You for compensation under the Data Protection Act 2018 provided that: <ul style="list-style-type: none"> i. You are registered with the Information Commissioner; ii. You are able to evidence that You have in place a process to <ul style="list-style-type: none"> I. investigate complaints from Data Subjects regarding a breach of their privacy rights II. offer suitable redress where a breach has occurred and that Your complaints process has been fully engaged. e) A civil action alleging that an Insured has: <ul style="list-style-type: none"> i. committed an act of unlawful discrimination; or ii. failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of Your Employees 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) the pursuit of an action by You other than an appeal; b) a routine inspection by a regulatory authority; c) an enquiry, investigation or enforcement action by HMRC; d) a claim brought against Your Business where unlawful discrimination has been alleged.

6. Statutory Licence Appeals

What is Covered	What is not Covered
<p>An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a statutory licence or compulsory registration required to run Your Business.</p>	

7. Loss of Earnings

What is Covered

The **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on Jury Service which results in loss of earnings.

What is not Covered

Any sum which can be recovered from the court or tribunal.

8. Personal Injury

What is Covered

An event that causes bodily injury to, or the death of, an **Insured**.

What is not Covered

Any claim arising from or relating to a condition, illness or disease which develops gradually over time.

9. Executive Suite

What is Covered

This insured event applies only to the principal, executive officers, directors and partners of **Your Business**.

- a) A HMRC enquiry into the executive's personal tax affairs
- b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **Your Business**
- c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline
- d) A dispute that arises from the terms of **Your Business** partnership agreement that is to be referred to mediation
- e) Crisis communication as described in Insured event 10 below shall be available to the principal, executive officers, directors and partners of the **Business** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage

What is not Covered

Any claim arising from or relating to:

- a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions;
- b) an investigation by the Fraud Investigation Service of HMRC;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom;
- e) a parking offence;
- f) costs incurred in excess of £25,000 for a claim under 9d) and 9e).

Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

10. Crisis Communication

What is Covered

Following an event which causes **Your Business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business**, **We** will

- a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this **Policy**, or acts on **Your** behalf under any other **Policy**), to draft a media statement or press release; and/or
- b) prepare communication for **Your** customers/staff and/or a telephone or website script and/or or social media messaging;
- c) arrange, support and represent an **Insured** at an event which media will be reporting;
- d) support the **Insured** by taking phone calls/email messages and managing interaction with media outlets;
- e) support and prepare the **Insured** for media interviews;

provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

What is not Covered

Any claim relating to:

- a) matters that should be dealt with through **Your** normal complaints procedures;
- b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;
- c) **Legal Costs & Expenses** in excess of £25,000.

11. Contract and Debt Recovery

What is Covered

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

What is not Covered

Any claim relating to:

- a) an amount which is less than £200;
- b) a dispute with a tenant or lessee where **You** are the landlord or lessor;
- c) the sale or purchase of land or buildings;
- d) loans, mortgages, endowments, pensions or any other financial product;
- e) computer hardware, software, internet services or systems which:
 - i. have been supplied by **You**; or
 - ii. have been tailored to **Your** requirements.
- f) a breach or alleged breach of a professional duty by an **Insured**;
- g) the settlement payable under an insurance policy;
- h) a dispute relating to an **Employee** or ex-

Employee

- i) adjudication or arbitration.
-

General Conditions applicable to Section 5 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of the **Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Legal Costs and Expenses** from the **Insured** if this happens.

A. The Insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.
- c) take reasonable steps to claim back **Legal Costs and Expenses** and, where recovered, pay them to the **Insurer**.
- d) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

B. Freedom to choose an Appointed Advisor

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) if:
 - i. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**; or
 - ii. there is a conflict of interest;the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal, **We** shall always choose the **Appointed Advisor**.
- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- d) Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- e) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- f) in respect of pursuing a claim under insured event 11 – Contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

C. Consent

- a) the **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) an **Insured** must have **Your** agreement to claim under this **Policy**.

D. Settlement

- a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- b) the **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs and Expenses** without **Our** written agreement.
- c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Legal Costs and Expenses**.

E. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister at the **Insured's** own cost if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Condition F below.

F. Arbitration

If any dispute between the **Insured** and **Us** arises from this **Policy**, the **Insured** can make a complaint to **Us** as described in the customer complaints section. If **We** are unable to satisfy the **Insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **We** and the **Insured** fail to agree on a suitable person to arbitrate the matter, **We** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

G. Other Insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this **Policy** did not exist; even if the other insurer refuses the claim.

H. Fraudulent claims and claims tainted by dishonesty

- a) If the **Insured** makes any claim which is fraudulent or false, the **Policy** shall immediately become void and all benefit under it will be lost.
- b) An **Insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of any claim, it appears to the **Appointed Advisor** that the **Insured** has breached this condition and that the breach has:
 - i. affected **Our** assessment of **Reasonable Prospects of Success**; and/or
 - ii. prejudiced in any part the outcome of the **Insured's** claim;

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

I. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments, bodies and rules referred to within this Section of the **Policy** shall include the equivalent in

Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This Section of the **Policy** will be governed by English law.

J. Contracts (Rights of Third Parties) Act 1999

A person who is not insured by this contract has no right to enforce the terms and conditions of this **Policy** under the Contracts (Rights of Third Parties) Act 1999.

General Exclusions applicable to Section 5 Commercial Legal Expenses

The **Insured** is not covered for any claim arising from or relating to:

- a) costs or compensation awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the insurance provided by this **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation against the **Insured** involving:
 - i. assault, violence, malicious falsehood or defamation;
 - ii. indecent or obscene materials;
 - iii. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs;
 - iv. illegal immigration;
 - v. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activitiesexcept in relation to Insured event 10 Crisis communication
- d) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to insured event 1.A – Employment), or loss or damage to property owned by the **Insured**;
- e) National Minimum Wage and/or National Living Wage Regulations;
- f) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C – Employment Restrictive Covenants).
- g) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Insured event 9 d);
- h)
 - i. a franchise agreement;
 - ii. an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- i) a judicial review;
- j) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Condition F – Arbitration;
- k) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under insured event 1.B – Employment Compensation Awards) or costs awarded against the **Insured** by a court of criminal jurisdiction.

Claims Procedure for Section 5 – (Commercial Legal Expenses)

Telling Us about Your claim

- 1) If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
- 2) If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this **Policy**.
- 3) A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning **Us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **Us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

- 1) **We** will send the **Insured** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the **Policy**, **We** will write to the **Insured** either:
 - a) confirming cover under the terms of this **Policy** and advising the **Insured** of the next steps to progress their claim; or
 - b) if the claim is not covered, **We** will explain in full the reason why and advise whether **We** can assist in another way
- 3) When a representative is appointed they will try to resolve the **Insured's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **Insured's** claim with the **Appointed Advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

General Policy Conditions

You must comply with the following conditions to have the full protection of the **Policy**. If **You** do not comply with these conditions **We** may not pay **Your** claim.

Each Section of the **Policy** has conditions and they must be read in conjunction with the following General Policy Conditions:

A. Alteration of risk

You or **Your** broker or intermediary firm who arranged **Your Policy** must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of injury, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or the **Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

- a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have canceled the **Policy** had **You** told **Us** of the alteration in risk;
- b) proportionately reduce the amount payable in respect of a claim; and/or
- c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

B. Identification

This **Policy**, the **Schedule** and any **Endorsements** will be read as one document. A particular word or phrase which is not defined will have its ordinary meaning.

C. Insurable Interest

The insurable interest in the insurance by this **Policy** shall not be transferred without **Our** written consent.

This **Policy** shall be avoided if:

- a) **Your** interest ceases other than by death;
- b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

D. Interest Clause

The interests of third parties which **You** are required to include on the **Policy** under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

E. Non Invalidation

Cover under the **Policy** will not be invalidated by anything which increases the risk of **Damage** provided that:

- a) it is without **Your** authority or knowledge or beyond **Your** control;
- b) **You** tell **Us** as soon as **You** become aware of the increased risk of **Damage**;
- c) **You** pay any additional premium.

F. Reasonable Precautions

You must:

- a) take all reasonable precautions to prevent occurrences which may give rise to loss destruction or **Damage**;
- b) take all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require

G. Subrogation

In the event of a claim arising under this **Policy** **We** waive any rights remedies or relief to which **We** might become entitled by subrogation against:

- a) any company standing in the relation of parent to subsidiary (or subsidiary to parent) to **You**;
- b) any company which is a subsidiary of a parent company of which **You** are a subsidiary in each case as defined by current legislation.

H. Fraud

If **You** or anyone acting for **You**:

- a) knowingly makes a fraudulent [dishonest] or exaggerated claim under the **Policy**;
- b) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- i. refuse to pay the claim;
- ii. declare the **Policy** void from the date of the fraud without any refund of premium; and
- iii. recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the Police of the circumstances.

I. Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

J. Number of Persons

The premium for this **Policy** is based on the total number of persons stated in the **Schedule**. It is **Your** responsibility to notify **Us** immediately if the number of persons changes.

General Policy Exclusions

The following General Policy Exclusions apply to all Sections of the **Policy** and all clauses extensions and **Endorsements** unless otherwise stated. Other exclusions are contained within the Sections of the **Policy** where they apply.

We will not be liable for any claim in respect of:

A. Date Recognition

Damage or liability of whatsoever nature directly or indirectly caused by contributed to by or arising from:

- a) any actual or alleged failure of any **Computer and Electronic Business Equipment** whether or not owned by **You** or in **Your** possession to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute):
 - i. any **Date/Time Material**;
 - ii. any **Data** or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it.
- b) any actual or alleged failure to provide or inadequacy of any services whether provided by **You** or by any other person or persons due to any actual or alleged failure or inability described in paragraph (a) above;
- c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by **You** or on **Your** behalf to determine rectify or test any potential or actual problem described in paragraph (a) above.

The following definition applies to this exclusion and will keep the same meaning wherever it appears in this exclusion:

Date/Time Material

The dates times or **Data** or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

B. Deliberate or Criminal Acts

Any loss or **Damage**:

- a) deliberately caused by; or
- b) arising from a criminal act caused by;

You or any person living with **You**.

C. Events before cover

Loss, **Damage**, injury or liability which occurred before the cover under this **Policy** started.

D. Cyber and Data Exclusion

- 1) Notwithstanding any provision to the contrary within this **Policy** or any **Endorsement** thereto, this **Policy** excludes any:
 - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;

- ii) loss, **Damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 2) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any **Endorsement** thereto, this **Policy** covers physical loss or physical damage to **Your Property** insured under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
- 3) Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should any **Computer and Electronic Business Equipment** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Computer and Electronic Business Equipment** itself plus the costs of clerical labour and computer time expended in reinstating any **Data** up to a limit of £10,000. If such **Computer and Electronic Business Equipment** is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Computer and Electronic Business Equipment**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
- 4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5) This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Computer and Electronic Business Equipment**, replaces that wording.

For the purposes of this exclusion:

Cyber Act shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer and Electronic Business Equipment**.

Cyber Incident shall mean

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer and Electronic Business Equipment**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer and Electronic Business Equipment**.

Cyber Loss shall mean any loss, **Damage**, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

E. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances
- b) **Terrorism**.

In any action suit or other proceedings where **We** allege that by reason of this exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by the **Policy** the burden of proving such **Damage** loss or expense or **Indirect Loss** is covered will be upon **You**.

F. Pollution or Contamination

Other than in relation to Section 1 (Public and Products Liability) and Section 2 (Employer's Liability), **Damage** to the **Property** or any **Indirect Loss** caused by or arising from **Pollution or Contamination** (unless otherwise excluded).

This exclusion does not apply if such loss or **Damage** arises out of one or more of the following perils:

- a) fire, lightning, explosion, impact of aircraft;
- b) motor vehicle impact sonic boom;
- c) accidental escape of water from any tank apparatus or pipe;
- d) riot, civil commotion, malicious **Damage**;
- e) **Storm** hail **Flood** inundation earthquake;
- f) **Landslide Subsidence** pressure of snow, avalanche volcanic eruption;

If a peril not excluded from this **Policy** arises directly from **Pollution or Contamination** any **Damage** arising directly from that peril shall be covered.

All other terms and conditions of this **Policy** shall be unaltered and especially the exclusions shall not be superseded by this exclusion.

The following definition applies to this exclusion and will keep the same meaning wherever it appears in this exclusion:

Pollution or Contamination

Contamination pollution soot deposition impairment with dust chemical precipitation adulteration poisoning impurity epidemic and disease or due to any limitation or prevention of the use of objects because of hazards to health.

G. Pressure Waves

Damage directly caused by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

H. Radioactive Contamination and Nuclear Risks

Damage, expense or **Your** legal liability directly or indirectly caused by or contributed by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or

- e) any chemical, biological, bio-chemical, or electromagnetic weapon.

I. Terrorism

Subject otherwise to the terms definitions exclusions provisions and conditions of the **Policy** and other than in relation to Section 2 (Employer's Liability), **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising from or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **Terrorism**;
- b) any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

J. War and government action

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

- a) **War**;
- b) **Government Action**.

The following definitions apply to this exclusion and will keep the same meanings wherever they appear in this exclusion:

War

Means war invasion acts of foreign enemies hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power.

Government Action

Means martial law confiscation nationalisation requisition seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling preventing suppressing or in any way relating to **War**.

K. Water Table

Any **Damage** attributable solely to a change in the water table level.

L. Disease Exclusion

Any **Damage** or **Your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

This exclusion shall not apply in relation to Section 5 (Employer's Liability) or Section 9 (Commercial Legal Expenses).

Claims Conditions

A. Making a claim – Applicable to all Policy Sections other than Section 5 – (Commercial Legal Expenses)

Where an event which could give rise to a claim under the **Policy** happens **You** will:

- a) tell **Us** immediately and no later than:
 - i. 30 days of **Your** becoming aware of the event or occurrence or
 - ii. 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons;
- b) provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or injury including the amount of the claim;
- c) notify the police immediately of **Damage** caused by malicious persons or thieves and obtain a crime reference number
- d) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;
- e) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;
- f) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under the **Policy**;
- g) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;
- h) provide **Us** with such business records books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;
- i) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter;

If **You** do not comply with these conditions **We** may not pay **Your** claim.

B. Our control of claims - Applicable to all Policy Sections other than Section 5 – (Commercial Legal Expenses)

We will be entitled:

- a) on the happening of any **Damage** to the **Property** to enter take and keep possession of the **Premises** where **Damage** has happened and to take and keep possession of the **Property** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of the **Policy** and the **Policy** will be proof of leave and license for such purpose.
- b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by the **Policy** and **You** will give all information and assistance **We** may reasonably require.
- c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable but **You** will not be entitled to abandon any **Property** to **Us**.
- d) at **Our** option to either:
 - i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under the

Policy; or

- ii. make payment in money to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under the **Policy**.

C. Arbitration - Applicable to all **Policy Sections other than Section 2 (Employers' Liability and Section 1 (Public and Products Liability))**

- a) If **We** accept liability but **You** disagree with the amount **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions;
- b) An award made by the arbitrator will be a condition precedent to a right of legal action against **Us**;
- c) This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the Courts of England.

D. Contribution - Applicable to all **Policy Sections other than Section 5 – (Commercial Legal Expenses)**

In relation to Section 2 (Employer's Liability) and Section 1 (Public and Products Liability) if the insurance provided by these Sections are also covered by any other insurance policy (or would be but for the existence of these Sections) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been affected;

In relation to all Sections other than Section 2 (Employer's Liability), Section 1 (Public and Products Liability) and Section 5 (Commercial Legal Expenses):

- a) where **Damage** or liability covered by the **Policy** is also covered by any other insurance policy (or would be but for the existence of the **Policy**) **We** will only pay a rateable share of the loss;
- b) if the other insurance policy is subject to a condition of average and the **Policy** is not, the **Policy** will become subject to the same condition of average applicable in the other insurance policy;
- c) if the **Property** covered by the other insurance policy is subject to a provision excluding proportional payment in whole or in part, the payment **We** make will be limited to the proportion of **Damage** as the sum insured bears to the value of the **Property**.

E. Discharge of Liability - Applicable to all **Policy Sections other than Section 5 – (Commercial Legal Expenses) and Section 2 (Employers' Liability)**

We may pay the limit of indemnity or the sum insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

F. Excess aggregation - Applicable to all **Policy Sections other than Section 5 – (Commercial Legal Expenses)**

Where a claim is to be dealt with under two or more Sections under the terms of the **Policy**, provided the claim arises out of the same single cause, **We** will apply the highest single **Excess** as if the claim was payable under a single Section.

G. Repayment of Excess – (Applicable to all **Policy Sections other than Section 5 – (Commercial Legal Expenses)**

You will repay to **Us** the amount of any **Excess** for which **We** have made payment.