

A large circular graphic composed of two concentric rings. The outer ring is filled with red and white diagonal stripes, while the inner ring is a solid red color. A small red arrow points towards the center of the circle.

TRADESMAN &
PROFESSIONALS

Policy Wording

Contents

Introduction.....	3
Customer Information	4
Data Protection Notice.....	6
General Definitions	9
General Conditions.....	13
Claims Conditions.....	16
General Exclusions.....	18
Section 1 – Employers’ Liability	21
Section 2 – Public and Products Liability	24
Section 3 – Contract Works	31
Section 4 – Own or Hired in Plant.....	40
Section 5 – Tools and Transit	45
Section 6 – Property Damage All Risks	47
Section 7 – Business Interruption All Risks.....	55
Section 8 – Professional Indemnity.....	56
Section 9 – Legal Expenses	61

Introduction

Thank **You** for choosing this Tradesman and Professionals **Policy** underwritten by Q Underwriting Services Ltd.

This is **Your Policy**, and it sets out the details of **Your** insurance contract with **Us** except for Section 9 - Legal Expenses which is a contract between **You** and Markel Legal Expenses Insurance.

Your premium has been calculated upon the information shown in **Your Policy Schedule** and recorded in **Your Statement of Fact**.

Please read **Your Policy** together with **Your Schedule** to ensure that it meets with **Your** requirements.

If **You** have any queries, please contact **Your** Insurance Broker.

Please also refer to the **Complaints Procedure** in **Customer Information**.

Each section of **Your Policy** together with this Introduction, General Definitions, General Conditions and General Exclusions are to be read as one document.

We will cover **You** for loss **Damage** or liability or pay other benefits which fall within the operative sections of **Your Policy** subject to:

- a) **You** having paid or agreed to pay the premium for the **Period of Insurance**
- b) the terms and conditions contained in or endorsed on **Your Policy**

provided that the loss, **Damage** or **Injury** which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the **Period of Insurance** and is in connection with the **Business**.

Your Schedule shows the sections of **Your Policy** that are insured.

IMPORTANT

Your Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by **Your Policy**.

You should ensure that any information **You** have provided to **Us** and the content of any declaration and /or proposal and/or electronic submission is accurate and complete.

If information **You** have provided to is based on **Your** expectation or belief, it does not matter if such information turns out to be inaccurate if **You** acted in good faith when **You** provided **Us** with such information.

Your Policy may not be valid or may not cover **You** fully or at all if **You** do not comply with **Your** duty to:

- a) make a fair presentation of the risk,
- b) also tell **Us** about any facts or changes which affect **Your** insurance, and which have occurred either since **Your Policy** started or since the last renewal date.

Please ask **Your** Insurance Broker if **You** are not sure whether certain facts are relevant.

You should keep a written record (including copies of letters) of any information **You** give to **Us** or to **Your** Insurance Broker.

Customer Information

Making a Claim

In respect of Sections 1 and 2

If any incident occurs which might result in a claim, **You** must contact **Us** as soon as possible via **Your** Insurance Broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.

Tel: 0345 900 4185, Option 3
or Email: LiabilityClaims.ins@axa-insurance.co.uk

You should refer to the Claims Conditions in **Your Policy** for full details of the procedures and conditions applying.

In respect of Sections 3-7

If any incident occurs which might result in a claim, **You** must contact **Us** as soon as possible via **Your** Insurance Broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.

Tel: 0370 900 0867, Option 2
or Email: spclaims.ins@axa-insurance.co.uk

You should refer to the Claims Conditions in Your Policy for full details of the procedures and conditions applying

In respect of Section 8

If any incident occurs which might result in a claim, **You** must contact **Us** as soon as possible via **Your** Insurance Broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.

Tel: 01204 877556
or Email: prof.indclaims@axa-insurance.co.uk

You should refer to the Claims Conditions in Your Policy for full details of the procedures and conditions applying

In respect of Section 9

Claims will be handled by Markel Legal Expenses Insurance

You should refer to 'How to contact us – to make a claim' at the beginning of Section 9 for full details of the procedures and conditions applying.

Choice of Law

We are free to choose the law that will apply to **Your Policy**.

Unless **We** agree in writing with **You** otherwise, this insurance will be subject to the law applying in the part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business.

If there is any dispute, the law of England and Wales shall apply.

Registration and Regulatory Information

Q Underwriting Services Ltd t/as Q Underwriting acting in an underwriting capacity on behalf of:

In respect of Sections 1 - 8

AXA Insurance UK plc Registered in England and Wales No 78950.

Registered Office: 20 Gracechurch Street, London EC3V 0BG.

A member of the AXA Group of companies. AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

In respect of Section 9 (Unique Market Reference B6027/1020046 and any subsequent amendments to it)

Markel Legal Expenses Insurance which is a trading name of Markel International Insurance Company Limited. Registered in England and Wales No. 00966670. Registered office: 20 Fenchurch Street, London, EC3M 3AZ.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Prudential Regulation Authority registration number 202570.

You can check the above details on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our Complaints Procedure

The following does not apply to Section 9 - Legal Expenses. Please refer to Section 9 for separate instructions.

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact the Insurance Broker who arranged this insurance.

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Q Underwriting at the address shown below. Please ensure that **You** provide details of **Your Policy** and particularly **Your Policy** number to help **Us** deal with **Your** complaint efficiently and promptly.

Q Underwriting
3rd Floor,
St. David's Court
Union Street
Wolverhampton
WV1 3JE
Tel: 01902 714 000
Email: complaints@qunderwriting.com

If **You** remain dissatisfied following receipt of the final response, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

Exchange Tower
Harbour Exchange Square
London
E14 9SR

Useful telephone numbers:
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Calling from abroad: +44 7964 0500

www.financial-ombudsman.org.uk

Please note that not all businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information.

Financial Services Compensation Scheme

AXA Insurance UK plc and Markel Legal Expenses Insurance are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to receive compensation if either AXA or Markel Legal Expenses Insurance (or both) cannot meet their financial obligations.

Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)
10th Floor Beaufort House
15 St Botolph Street
London
EC3A 7QU
Tel: 0800 678 1100
www.fscs.org.uk

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.

Data Protection Notice

The following does not apply to Section 9 - Legal Expenses. Please refer to Section 9 for a separate **Personal information/Privacy policy** statement.

Who Controls Your Personal Information?

Further information and how to contact us

If **You** have any questions regarding **Your** personal information, about how **We** use it or wish to complain about its use **You** can ask for further information, in the first instance, by contacting **Our** Data Protection Officer at:

PIB Group Limited
1 Minster Court
London EC3R 7AA
Tel: 0330 058 9700
Email: dpo@pib-insurance.com

Additional Concerns

If **You** have any concerns regarding **Our** processing of **Your** personal information, or are not satisfied with **Our** handling of any request by **You** in relation to **Your** rights **You** also have the right to complain to the Information Commissioner's Office at:

First Contact Team
Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire SK9 5AF
Tel: 0303 123 1113
www.ico.org.uk

What Personal Information Do We Collect About You?

When **You** get a quote or when **You** buy or use **Our** products and services, **We** may obtain information directly from:

- a) **You** that **You** give **Us** by telephone, emails, filling in forms including on **Our** website;
- b) third parties such as **Your** Insurance Broker;
- c) other sources for example from credit reference agencies and other insurance companies;
- d) publicly available sources of information which **You** have volunteered to be in the public domain and other industrywide sources.

The only personal information **We** will collect (unless **You** consent to provide additional information) will be the type needed to fulfil our contractual or legal requirements. This includes:

- a) personal information (i.e. name, address and date of birth);
 - b) occupation and financial details;
 - c) health and family information;
 - d) **Your** history of claims and convictions;
 - e) the personal information of other individuals where **You** have requested that they be included in the arrangement.
- By providing personal information on other individuals. **You** agree to have their permission to do so except when **You** are managing the contract on another's behalf. Please ensure that the individual knows how their personal information will be used by **Us**.

More information can be found in the '**How We use Your personal information**' Section.

How We use Your personal information

The personal information **We** collect may be used by **Us**, **Our** employees and service providers who are acting under **Our** instruction to provide **Our** products and services:

- a) where the processing is necessary to provide **You** with a quotation and/or contract of insurance;
- b) to meet **Our** legal or regulatory obligations; or
- c) for **Our** “legitimate interests”. It is in **Our** legitimate interests to collect **Your** personal information as it provides **Us** with the information that **We** need to provide **Our** services to **You** more effectively including providing **You** with information about **Our** products and services. To meet this legitimate interest, **We** will ensure the amount of information collected and the extent of any processing will be kept to an absolute minimum.

Below are examples of the purposes for which **We** will collect and use **Your** personal information:

- a) when providing **You** with a quotation and/or contract of insurance;
- b) to identify **You** when **You** contact **Us**;
- c) for dealing with administration and assessing claims;
- d) when making and receiving payments;
- e) to obtain feedback on the service **We** provide to **You**;
- f) to administer **Our** site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- g) for fraud prevention and detection purposes.

Unless **We** already have consent to do so **We** will contact **You** to obtain consent before processing **Your** personal information for any other purpose (including that of targeted marketing).

For further information about how and when **We** process **Your** personal information, please refer to **Our** full Privacy and Cookie Policy. Please visit www.Qunderwriting.com/privacy/

Who Do We Share Your Personal Information With?

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with third parties, including:

- a) reinsurers, regulators and authorised/statutory bodies;
- b) credit reference agencies;
- c) fraud prevention agencies;
- d) crime prevention agencies, including the police;
- e) suppliers carrying out a service on **Our**, or **Your** behalf;
- f) product providers where **You** have opted to buy additional cover;
- g) other insurers, business partners and agents;
- h) other companies within the PIB Insurance Group.

International Transfers

Occasionally **We** might need to process some of **Your** personal information in countries outside of the European Economic Area. If this happens, **We** will make sure there is an agreement in place which gives equivalent assurances to those contained in current data protection laws.

How Long Will We Keep Your Information?

We will keep **Your** personal information for as long as is necessary to provide **You** with services and products, defend future legal claims and to meet **Our** legal and regulatory obligations.

Your Data Protection Rights

Under data protection laws, **You** have the right to:

- a) access to **Your** personal information (by way of a subject access request);
- b) have **Your** personal information rectified if it is incomplete or inaccurate;
- c) delete or remove **Your** personal information in certain circumstances;
- d) restrict processing of **Your** personal information;
- e) object to direct marketing;
- f) object to a decision made by automated means (including profiling) if the decision has a significant effect on **You**
- g) claim compensation caused by a breach of the data protection legislation.

Failure to Provide Your Personal Information to Us

We will not be able to provide **You** with a contract or assess future claims for the service **You** have requested if **You** do not provide **Us** with **Your** personal information.

Employers' Liability Tracing Office

If **We** cover **You** for Employers' Liability in accordance with the Employers' Liability (Compulsory Insurance) Regulations 1998, regulation requires **Us** to maintain a database of all customers, companies and subsidiary companies covered by such insurance.

As a result, **We** will add details of all to the Employers' Liability Tracing Office database.

It is a Condition of **Your Policy** that **You** agree to supply full details (as required by the Employers' Liability Tracing Office) about **You** or **Your** company (and all its subsidiaries) to **Us** at inception of **Your Policy** and straightaway afterwards following acquisition or disposal of any subsidiary company.

For further information please visit **www.elto.org.uk**

General Definitions

The following do not apply to Section 9 - Legal Expenses

Wherever one of the following defined terms or phrases is used, it will have the same meaning wherever it appears in **Your Policy** unless stated otherwise.

A defined term or phrase will be shown in bold and start with a capital letter each time it appears in **Your Policy** (except where incorporated in headings and titles) or a capital letter in endorsements attaching to **Your Schedule**

Each section of **Your Policy** contains definitions which apply to that section and which must be read in conjunction with the following **General Policy Definitions**.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Business

Your business stated in **Your Schedule** including the following activities:

- a) the ownership, repair, maintenance and decoration of **Your Premises**;
- b) the provision and management of canteen, social, sports, educational, dental and welfare organisations or nursery or creche or childcare facilities for the benefit of **Your Employees** and first aid, fire, security and ambulance services;
- c) private work undertaken by any **Employee** with **Your** consent for any director or partner or senior official of the **Business**;
- d) the repair maintenance or servicing of **Your** own vehicles and plant;
- e) sponsorship of events or organisations or entities or individuals;
- f) participation in any exhibition, conference, trade fair or similar;
- g) provision of gifts and promotional material.

Compensation

All sums which **You** shall be legally liable to pay as damages including interest other than punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Costs and Expenses

- a) of any claimants' which **You** or any additional insured person become legally liable to pay
- b) incurred with **Our** written consent in investigating or defending any claim against **You** or any additional insured person and solicitor's fees at:
 - i) any coroner's inquest or fatal accident enquiry.
 - ii) summary court proceedings.

Cyber Act

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 System**.

Cyber Incident

- a) Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**
- 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 System**.

Damage or Damaged

Accidental physical loss, destruction or damage unless otherwise excluded.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Defined Peril

Fire, lightning, explosion, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, vandals, earthquake, storm, flood escape of water from any tank, apparatus or pipe, escape of oil from any fixed heating installation or impact by any vehicle or animal.

Denial of service attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other computer systems.

Employee or Employees

In connection with the **Business** any:

- a) person under a contract of service or apprenticeship to **You**;
- b) other person who is borrowed by **You** or hired to **You**;
- c) labour master or labour only subcontractor or person supplied by them;
- d) self-employed person providing labour only;
- e) driver or operator of plant hired to **You** under Construction Plant Hire Association conditions or similar;
- g) person undertaking study, a training scheme or work experience;
- h) voluntary workers or temporary workers;
- i) outworkers or homeworkers.

Excess

The amount stated in **Your Policy**, **Your Schedule** or any Endorsement for which **You** will be responsible and which will be deducted from every claim.

Hacking

Unauthorised access to any **Computer Systems**, whether **Your** property or not.

Injury

Bodily Injury and includes death, illness, disease, nervous shock, mental injury, mental anguish or psychiatric illness or sickness but excluding defamation.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National Saving Certificates.

Occurrence

Any one loss or series of losses consequent upon or attributable to one source or original cause.

Period of Insurance

The period stated in **Your Schedule** and any other period for which **We** accept payment for renewal of **Your Policy**.

Policy

Your Policy is made up of several documents. These documents are:

- a) The Policy;
- b) **Schedule**;
- c) Endorsements;
- d) Notice to Policyholders;
- e) **Statement of Fact**.

Pollution or Contamination

- a) All Pollution or Contamination of buildings or other structures or of water or land or the atmosphere and
- b) **Damage** or **Injury** directly or indirectly caused by such Pollution or Contamination.

Premises

The premises at the address(es) stated in **Your Schedule** occupied by **You** for the purposes of **Your Business**.

Principal

Any person (which expression includes any employer, firm, company, ministry, Public or Local authority) who has by a contract made with **You** and engaged **You** to perform work for them.

Products

- a) all Products pertaining to the **Business** including their containers, parts, components, materials, accessories, labels, instructions and packaging sold, supplied, distributed, repaired, altered, treated, installed, processed, manufactured or tested by or on **Your** behalf and no longer in **Your** possession or under **Your** control; or
- b) any structure constructed, erected or installed or contract work undertaken by **You** or on **Your** behalf in the course of **Your Business**.

Schedule

The document that specifies **Your** details, the **Premises**, the property insured and any **Excesses**, endorsements and conditions applicable. **Your** Schedule shows the sections of **Your Policy** that are operative.

Statement of Fact

This is a record of the information that **You** have provided to **Your** Insurance Broker upon which **Your** insurance quotation is based.

Territorial Limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorism

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or threat 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) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

Virus or similar mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability or purposely used to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our/The Insurer

Q Underwriting Services Ltd acting in an underwriting capacity on behalf of:

Sections 1 - 8

AXA Insurance UK plc.
Registered in England and Wales no. 78950.
Registered Office: 20 Gracechurch Street, London EC3V0BG.

Section 9

Markel Legal Expenses Insurance which is a trading name of Markel International Insurance Limited
Registered in England and Wales No. 00966670.
Registered office: 20 Fenchurch Street, London, EC3M 3AZ.

You/Your/The Insured

The person, persons or limited or public limited company named in **Your Schedule**.

General Conditions

Each section of **Your Policy** contains conditions which apply to that section and which must be read in conjunction with the following **General Policy Conditions**.

Alteration of Risk

Your Policy will be voided after the inception of the **Period of Insurance** if there is any alteration where:

- a) **Your** interest ceases except by will or operation of law; or
 - b) the **Business** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
 - c) the **Business** description is changed
- unless such alteration has been accepted by **Us** in writing.

Automatic Reinstatement of Sum Insured

We will in the event of **Damage** under **Your Policy** automatically reinstate the sum insured unless there is written notice by **Us** to the contrary. Provided that:

- a) **You** undertake to pay the appropriate additional premium;
- b) **You** immediately implement any recommendations **We** make to prevent further **Damage** and effect all repair or replacement work without delay.

Cancellation

Your Rights

a) during the cooling off period

You have the right to cancel **Your Policy** during a period of 14 days either from the day:

- i) of purchase of the contract; or
 - ii) on which **You** receive **Your Policy** documentation
- whichever is the later.

When giving **Your** instructions to cancel **You** must return **Your Policy** documentation to **Your** broker.

You will be entitled to a full refund of the premium paid (including any fee) plus the prevailing rate of Insurance Premium Tax (stated on **Your Schedule**) as follows:

- i) if cover has not yet started a full refund will be given;
- ii) If cover has started **We** will refund the premium for the exact number of days left on **Your Policy**.

We will not refund any part of the premium if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

b) outside the cooling off period

You may cancel **Your Policy** at any time by giving written notice to **Your** broker or **Us**.

You will be entitled to a return of premium in respect of the exact number of days left of the **Period of Insurance** less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Schedule**.

We will not refund any part of the premium (and fee) if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

Our Rights

We have the right to cancel **Your Policy** where there is a valid reason for doing so.

Your Policy may be cancelled by **Us**, giving **You** 30 days' notice of cancellation in writing and sent by recorded delivery to **Your** last known address. The letter will explain **Our** reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a) not paying a premium when it is due;
- b) defaulting in the payment of any instalment in which case this Insurance shall cease from the date of non-payment. Any outstanding monies owed to **Us** must be paid;
- c) not taking all reasonable precautions to prevent or minimise **Damage** or **Injury** as required by the **General Condition – Precautions to Your Policy** and failing to put this right when **We** request it;
- d) the use by **You** of threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Where **We** exercise this condition, **You** will be entitled to a return of premium in respect of the exact number of days left of the **Period of Insurance** less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on **Your Schedule**.

We will not refund any part of the premium if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**.

Change in Facts

During the **Period of Insurance** **You** must tell **Us** immediately if there is any alteration in risk or to the facts which **You** disclosed when **You** took out **Your Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within **Your 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 **Your Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel **Your Policy** in accordance with the **General Condition – Our Rights of Cancellation**.

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

- a) terminate **Your Policy** as from the date when the alteration occurred, if **We** would have cancelled **Your 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 **Your Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to **Your 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** choose 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. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

Fair Presentation of Risk

You must make a fair presentation of the risk when **You** first take out **Your Policy** and whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid **Your Policy** and refuse to pay all claims where:

- a) such failure was deliberate or reckless; or
- b) **We** would not have agreed to **Your Policy** on any terms had **You** made a fair presentation of the risk.

Should **We** avoid **Your Policy** **We**:

- a) shall treat **Your Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred;
- b) shall return the premium paid for the period for which **Your Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless;
- c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which **Your Policy** is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless.

If **We** would have agreed to or renewed **Your Policy**, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- a) proportionately reduce the amount payable in respect of a claim; and/or
- b) treat **Your Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to **Your Policy** had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which **Your Policy** started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** choose 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** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

Where **Your Policy** provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of **Your Policy** unaffected.

Payment by Instalments

Where **We** refer in **Your Policy** to the payment of premiums this will include payment by monthly instalments.

If **You** pay by this method **Your Policy** remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement.

If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and **Your Policy** will be cancelled immediately.

Reasonable Precautions

You shall take all reasonable precautions to:

- a) avoid, prevent or minimise **Damage** or **Injury**;
- b) prevent the sale or supply of **Products** which are defective in any way;
- c) exercise reasonable care in the selection and supervision of **Employees**;
- d) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property and the safety of persons.

Renewing Your Policy

We may automatically renew **Your Policy** on the renewal date.

If **You** pay for **Your** insurance by direct debit, **We** will continue to take payments from **Your** bank account for the renewal premium, but **We** retain the right:

- a) not to offer renewal of the insurance;
- b) vary the terms of **Your Policy** including the premium at renewal.

If **You** do not want to renew, **You** must tell **Your** broker or **Us** before the renewal date. **We** will then refund any payment **We** have taken for **Your** renewal premium.

If **You** do not want to renew, but **You** only tell **Your** broker or **Us**, after the renewal date, **We** will work out the refund as though **You** had cancelled **Your Policy** as shown in the **Cancellation – Your rights** Condition above.

Sanctions

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **Your Policy** that **We** will not provide cover, or pay any claim or provide any benefit under **Your Policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us**, or **Our** parent subsidiary or any insurers group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Third Party Rights

The rights under **Your Policy** will not be enforceable by any party other than **You** or **Us** because of the Contract (Rights of Third Parties) Act 1999.

Underinsurance (Average)

Where a sum insured is subject to average if at the time of the **Damage** the sum insured is less than the actual value of the property **You** will be considered as **Your** own insurer for the difference and bear a proportionate share of the loss.

Claims Conditions

The following Claims Conditions do not apply to apply to Section 9 - Legal Expenses.

Each section of **Your Policy** contains conditions which apply to that section and which must be read in conjunction with the following **General Policy Claims Conditions**.

Arbitration

If **We** admit liability for a claim but the amount to be paid is in dispute the dispute will be referred to an arbitrator. In accordance with the law at the time the arbitrator will be appointed jointly by both **You** and **Us**. **You** may not take any legal action against **Us** over the dispute before the arbitrator has reached a decision.

Claims Notification – Your Duties

It is a condition precedent to **Our** liability once **You** are aware of any circumstance likely to give rise to a claim and as soon as is reasonably possible that **You**:

- a) tell **Us** and give **Us** any assistance **We** may reasonably require
- b) tell the police if the **Damage** is caused by:
 - i) theft or attempted theft; or,
 - ii) riot; or,
 - iii) civil labour or political disturbances; or
 - iv) vandals; or malicious people.
- c) forward to **Us** unanswered every letter of claim, writ, summons or process and all documents relating to them and any other written notification of any incident that might give rise to a claim.
- d) supply to **Us** at **Your** own expense full details of the claim in writing including any supporting evidence and information that **We** require within the following periods:
 - i) 28 days in the case of **Damage** caused by riot, civil labour or political disturbances or vandals or malicious people;
 - ii) 43 days following any other **Damage**, interruption or **Injury**;
- e) act to minimise the **Damage** and to prevent further **Injury** or **Damage**.

Claims Settlement

We will have the right to settle a claim by:

- a) the payment of money;
- b) reinstatement or replacement of the property lost or **Damaged**;
- c) repair of the property lost or **Damaged**.

If **We** decide upon reinstatement, replacement or repair **We** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

Discharge of Liability

We may at any time pay:

- a) the Limit of Indemnity; or
- b) the sum insured; or
- c) a smaller amount for which a claim can be settled after deduction of any sum already paid.

We will have no further liability under **Your Policy** for any further payment of such claim except for **Costs and Expenses** incurred prior to the payment of the claim or with **Our** written consent.

Fraudulent Claims

If **You** or anyone acting on **Your** behalf:

- a) makes a fraudulent or exaggerated claim under **Your Policy**;
- b) uses fraudulent means or devices including the submission of false or forged documents;
- c) makes a false statement;
- d) submits a claim for loss or **Damage** which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused;
- e) realises after submitting what **You** reasonably believed was a genuine claim and then fails to tell **Us** that **You** have not suffered any loss or **Damage**;
- f) suppresses information which **You** know would otherwise enable **Us** to refuse to pay a claim.

We will be entitled to:

- a) refuse to pay the whole of the claim;
- b) recover any sums that **We** have already paid in respect of the claim;
- c) notify **You** that **We** will be treating **Your Policy** as having terminated with effect from the date of any of the acts or omissions set out in above clauses a) to f) of this condition.

If **We** terminate **Your Policy** under this condition **You** will have no cover from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on **Your** behalf this condition should be read as if it applies only to that insured person's claim. References to **Your Policy** should be read as if they were references to the cover effected for that person alone and not to **Your Policy** as a whole.

Other Insurances

At the time of any circumstance or claim if there is any other policy providing an indemnity in respect of such circumstance or claim **We** will be liable only for **Our** proportionate share.

If any other policy has a provision preventing it from contributing in like manner then **Our** share of the claim will be limited to the amount in excess of that which would be payable under such other policy had **Your Policy** not been effected.

Right of Entry and Salvage

We have the right to enter the buildings where the **Damage** has happened, take and keep any of the property insured and to deal with salvage in a reasonable manner.

Subrogation Rights

We have the right to take:

- a) the benefit of **Your** rights against another person prior to or after **We** have paid a claim;
- b) over the defence or settlement of a claim against **You** by another person.

Subrogation Waiver (against subsidiaries)

Regardless of the Subrogation Rights Condition above, in the event of a claim arising under **Your Policy** **We** agree to waive any rights, remedies or relief to which **We** might become entitled by subrogation against any company:

- a) standing in the relation of parent to or subsidiary (or subsidiary to parent) to **You**;
- b) which is a subsidiary of a parent Company of which **You** are a subsidiary;

in each case within the meaning of the Companies Act(s).

Terms not Relevant to Actual Loss

Should payment of a claim be conditional upon compliance with any term of **Your Policy** which has not been complied with **We** will not pay for any claim except where the term concerned:

- a) operates solely:
 - i) in connection with a certain premises or locations; or
 - ii) at certain times
- b) is intended to reduce the risk of certain types of **Injury**, loss, **Damage** or liability

We will pay for claims where the above circumstances apply providing **You** can prove that non-compliance with the term could not have increased the risk of the **Injury**, loss, **Damage** or liability which occurred.

Value Added Tax (VAT)

If **You** are registered for VAT **We** will not pay the VAT element of any claim.

General Exclusions

The following General Exclusions do not apply to Section 9 - Legal Expenses.

Each section of **Your Policy** contains exclusions which apply to that section and which must be read in conjunction with the following **General Policy Exclusions**.

This **Policy** excludes and does not cover:

Communicable Disease

(not applicable to Section 1 - Employers' Liability and Section 2 - Public and Products Liability - if insured by this Policy)

1. All loss, **Damage**, liability, claim cost or expenses of whatsoever nature directly or indirectly caused by, contributed to, resulting from, arising out of or in connection with any:
 - a) a **Communicable Disease**; or
 - b) the fear or threat (whether actual or perceived) of a **Communicable Disease**regardless of any other cause or event contributing concurrently or in any other sequence thereto. The above exclusion includes, without limitation to the scope of the foregoing:
 - a) any cost to clean up, detoxify, remove, monitor or test:
 - i) for a **Communicable Disease**; or
 - ii) any property insured hereunder that is affected by such **Communicable Disease**,and
 - b) any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any **Communicable Disease**.
2. However, paragraph 1. shall not apply to **Damage** to any property insured and any resulting consequential loss, to the extent that **You** establish that such **Damage** was directly caused by:
 - a) **Terrorism** (as defined in this **Policy**), or
 - b) a **Defined Peril**where specifically insured by this insurance.

All other terms, conditions and exclusions of the insurance remain the same.

For the purposes of this exclusion the following Definition applies:

Communicable Disease

means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas, or between organisms, and
- c) the disease, illness, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property of any type.

Electronic Date Recognition (performance and functionality)

(not applicable to Section 1 - Employers' Liability Section 2 – Public and Products Liability)

Damage or consequential loss or legal liability directly or indirectly caused by or consisting from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether **Your** property not to:

- a) correctly recognise any date as its true calendar date;
- b) capture, save, retain and/or correctly to manipulate, interpret or process any data or information or command or instruction because of treating any date otherwise than as its true calendar date;
- c) capture, save, retain or correctly to process any data because of the operation of any command which has been programmed into any computer software, being a command, which causes the loss of data or the inability to capture, save or retain or correctly process such data on or after any date;

but this shall not exclude subsequent **Damage** to **Your** property or consequential loss resulting from it not otherwise excluded under **Your Policy**, which itself results from a **Defined Peril**

Electronic Risks

(not applicable to Section 1 - Employers' Liability Section 2 - Public and Products Liability Section 8 - Professional Indemnity - if insured by this Policy)

We will not cover **You** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- a) damage to or the destruction of any **Computer Systems**; or
- b) any alteration, modification, distortion, erasure or corruption of **Data**

in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from a **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

We will cover subsequent **Damage** which is covered by this **Policy**, which itself results from a **Defined Peril** covered by this **Policy**, except for **Damage** caused by malicious persons other than thieves.

Hazardous Locations

Damage or **Injury** caused by or in connection with work at, on or in:

- a) motorways
- b) airports, airfields
- c) offshore
- d) chemical or petro-chemical plants
- e) nuclear installations
- f) power installations
- g) quarries, mines or collieries
- h) aircraft or watercraft
- i) railways, railway tracks, signals or rolling stock or red zones
- j) oil refineries, gas works or fuel storage facilities
- k) chimney shafts, towers steeples or spires
- l) dams, viaducts, reservoirs, tunnels or bridges
- m) docks or harbours

Hazardous work

Damage or **Injury** caused by or in connection with:

- a) the use of explosives
- b) tunnelling
- c) piling
- d) demolition of structures exceeding 5 metres in height by:
 - i) **You**
 - ii) **Your Employees**
 - iii) bona fide subcontractors working for **You**

other than when:

- a) such work forms an ancillary part of a contract for construction, alteration or repair
- b) **Your Business** is that of a demolition contractor.

Pressure Waves and Sonic Bangs

Damage, death or **Injury** caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Radioactive Contamination

Damage, death, **Injury**, disablement or loss to any property or any loss or expense arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed from or arising from:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive toxic explosive or other hazardous properties of any explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or any associated nuclear component
- 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 but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes.
- e) any chemical biological bio-chemical or electronic weapon

As far as concerns **Injury** sustained by any of **Your Employees** if such **Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- i) the liability of any **Principal**
- ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

Terrorism

We will not cover **You** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with:

1. In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
2. In Northern Ireland
 - a) any act of **Terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**
 - c) riot, civil commotion and (except for **Damage** or interruption to the **Business** caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **We** state that any loss, damage, cost or expense is not covered by this section it will be **Your** responsibility to prove that they are covered.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of **Your Policy** **We** will indemnify **You** to the extent of the Terrorism Provisions in the following sections (if insured)

Section 1: Employers' Liability

Section 2: Public and Products Liability

War Risks and Government Action

Damage, death, **Injury**, disablement or loss to any property or any loss or expense arising from or any consequential loss or legal liability of whatsoever nature directly or indirectly caused by or contributed from or arising from:

- a) War or Government Action
- b) civil commotion in Northern Ireland

For the purpose of this exclusion the following definitions apply:

Government Action

means martial law, nationalisation, confiscation, requisition, seizure or destruction of property by any government or public authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

War

means war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) civil war, mutiny, rebellion, civil commotion (amounting to a popular rising) military rising, revolution, insurrection, military or usurped power.

Section 1 – Employers' Liability

The Cover

We will cover **You** against all sums for which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained by any **Employee** within the **Territorial Limits** and during the **Period of Insurance** arising out of and during employment or engagement by **You** in connection with **Your Business**.

Limit of Indemnity

The maximum **We** will pay for all **Compensation** and **Costs and Expenses** in respect of any one claim against **You** or series of claims against **You** arising out of any one **Occurrence** is the Limit of Indemnity stated in **Your Schedule**.

Terrorism Provision

The maximum **We** will pay for all **Compensation** and **Costs and Expenses** in respect of any one claim against **You** or series of claims arising out of one **Occurrence** arising from or in connection with or directly or indirectly caused by any act of **Terrorism** shall not exceed the Limit of Indemnity stated in **Your Schedule** or £5,000,000 (whichever is the less).

If **We** allege that by reason of this limitation any liability for **Compensation** and **Costs and Expenses** is covered only up to the specified Limit of Indemnity the burden of proving the contrary shall be upon **You**.

Section Extensions

Compensation for Court Attendance Costs

If **You** or any of **Your** directors, partners or **Employees** attend 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 compensate **You** at the following rates for each day on which attendance is required:

- a) any director or partner £500 per day
- b) any **Employee** £250 per day

Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **You** for:

- a) **Cost and Expenses** with **Our** written consent
- b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The maximum **We** will pay in respect of all claims occurring during any one **Period of Insurance** is £1,000,000.

We will not cover **You** for:

- a) any prosecutions unless they relate to death sustained by any **Employee** within the **Territorial Limits** during the **Period of Insurance** and arising out of and in the course of employment or engagement of the **Employee** by **You** in the **Business**
- b) i) the payment of fines or penalties
ii) any remedial or publicity orders or any steps required to be taken by such orders
- c) **Cost and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or section or would have been entitled to an indemnity but for the existence of **Your Policy**
- d) any proceedings resulting from any deliberate act or omission by **You**.

Cross Liabilities

If more than one **Insured** is referred to in **Your Schedule** **We** will treat each party as if a separate **Policy** had been issued to each provided that **Our** liability shall not exceed the Limit of Indemnity stated in **Your Schedule** regardless of the number of parties and/or entities entitled to indemnity.

General Data Protection Regulations

We will cover **You** (and at **Your** request any **Employee**) in respect of their legal liability against all sums payable in respect of:

- a) **Injury** or distress under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You**
- b) **Costs and Expenses** relating to a prosecution brought under the above Regulation

in relation to claims made by **Employees**.

Provided that:

- a) a claim is first made against **You** during the **Period of Insurance**
- b) **You** have registered in accordance with terms of the Regulation
- c) this extension shall not apply in respect of:
 - i) the payment of fines or penalties; and/or
 - ii) the cost of replacing, re-instating, rectifying or erasing any personal data; and/or
 - iii) liability caused by or arising from a deliberate or intentional act by **You** or any other party entitled to an indemnity by this section the effect of which will knowingly result in liability under the Regulation and/or
 - iv) claims which arise out of circumstances notified to previous insurer or are known to **You** at inception of this cover; and/or
 - v) liability for which indemnity is provided under any other insurance.

The maximum **We** will pay in respect of all claims occurring during any one **Period of Insurance** is £1,000,000.

Health and Safety at Work (legal defence costs)

We will cover **You** (and at **Your** request any of **Your** directors, partners or **Employees**) in respect of **Costs and Expenses** (with **Our** written consent) as a result of a breach of any applicable legislation provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This extension shall not apply to:

- a) fines or penalties of any kind
- b) proceedings consequent upon any deliberate act or omission by:
 - i) **You**; and/or
 - ii) any partner, director or **Employee** of the **Business**

which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission.

- c) where cover is provided by any other insurance.

Indemnity to Other Persons

This section extends to cover:

- a) any **Principal** for whom **You** are carrying out a contract away from **Your Premises** but only to the extent required by such contract.
- b) at **Your** request any of **Your** directors, partners or **Employees** in respect of:
 - i) **Your** liability for which **You** would have been entitled to claim under this section if a claim had been made against **You**
 - ii) private work undertaken by any **Employee** for directors or partners with **Your** prior consent
- c) any officer or member of **Your** catering, social, sports or welfare organisations, first aid, fire or ambulance services in their respective capacity as such.
- d) in the event of **Your** death any of **Your** personal representatives in respect of liability incurred by **You**.

Overseas Work

This section extends to cover **Injury** sustained by any **Employee** normally resident in the **Territorial Limits** and engaged in:

- a) work undertaken within the European Union (including Iceland Norway and Switzerland)
- b) non-manual work outside the **Territorial Limits**.

Temporary Employees

This section extends to cover **You** in respect **Injury** to temporary **Employees** for a maximum 50 man-days during any one **Period of Insurance**.

Unsatisfied Court Judgements

In the event of a judgement for **Compensation** being obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Injury** sustained by the **Employee** during the **Period of Insurance** and happening in connection with the **Business** against any person or company operating from a premises within the **Territorial Limits** in any court within the **Territorial Limits** and remaining unsatisfied in whole or in part six months after the judgement **We** will pay at **Your** request to the **Employee** or the personal representatives of the **Employee** the amount of **Compensation** and any awarded costs that remain unsatisfied.

Provided that:

- a) there is no appeal outstanding
- b) if any payment is made under the terms of this clause the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

Section Exclusions

We will not cover **Injury** sustained by any **Employee**:

Offshore

Undertaking work directly or indirectly Offshore.

For the purposes of this exclusion Offshore means from the time of embarkation by an **Employee** onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform

Motor Vehicles (passengers)

- a) being carried in or upon a vehicle; and/or
- b) entering or getting onto or alighting from a vehicle in circumstances where any Road Traffic legislation requires insurance or security

This exclusion shall not apply to **Injury** to any **Employee** who at the time the **Injury** occurs is the driver of a vehicle or is the person in charge of the vehicle for the purposes of driving.

Section 2 – Public and Products Liability

The Cover

a) Public Liability

We will cover **You** against all sums for which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of accidental:

- a) **Injury** to any person (other than an **Employee**)
 - b) **Damage** to material property
 - c) obstruction, trespass or nuisance
 - d) interference with any easement, any right of way, light, air, water, pedestrian road, rail, air or waterborne traffic
 - e) invasion of the right of privacy
 - f) wrongful arrest, detention, imprisonment or eviction of any person malicious prosecution
- arising in connection with **Your Business** and which happens during the **Period of Insurance** and within the **Territorial Limits**.

b) Products Liability

We will cover **You** against all sums for which **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of accidental:

- a) **Injury** to any person (other than an **Employee**)
 - b) **Damage** to material property
- arising in connection with **Your Business** and which happens during the **Period of Insurance** and occurring anywhere in the world caused by **Products** supplied by **You** from within the **Territorial Limits**.

Limit of Indemnity

The maximum **We** will pay as **Compensation** in respect of any one claim against **You** or series of claims against **You** arising out of any one **Occurrence** is the Limit of Indemnity stated in **Your Schedule** other than as described in the **Provisions** below. For:

- a) Public Liability this means in respect of any one claim
- b) Products Liability this means in respect of the total of all claims

Costs and Expenses are payable in addition to the Limit of Indemnity

Provisions

a) Pollution

The maximum **We** will pay for all **Compensation** resulting from **Pollution or Contamination** is in respect of all **Occurrences** during any one **Period of Insurance**.

Costs and Expenses are payable in addition to the Limit of Indemnity.

b) Terrorism

The maximum **We** will pay for all **Compensation** arising from or in connection with or directly or indirectly caused by any act of **Terrorism** is in respect of any one claim against **You** or series of claims arising out of one **Occurrence** and shall not exceed the Limit of Indemnity stated in **Your Schedule** or £2,000,000 (whichever is the less).

If **We** allege that by reason of this limitation any liability for **Compensation** and **Costs and Expenses** is covered only up to the specified Limit of Indemnity the burden of proving the contrary shall be upon **You**.

c) Communicable Disease

The maximum **We** will pay for all **Compensation** in respect of all **Occurrences** and in the aggregate arising directly or indirectly from **Communicable Disease** during any one **Period of Insurance** shall not exceed £1,000,000 inclusive of all **Costs and Expenses**.

This limit will form part of and not be in addition to the Limit of Indemnity stated in **Your Schedule**.

Section Definitions

Communicable Disease

- a) Coronavirus being:
 - i) any coronavirus; or
 - ii) any disease caused by any coronavirus; or
 - iii) any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
- b) Any other infectious disease in humans which has been determined or declared to:
 - i) constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
 - ii) an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room

Section Conditions

Damage to Underground Services

It is a condition precedent to **Our** liability before the start of any groundwork involving digging, drilling, boring, excavation or earth moving operation, that **You** must:

- a) take all reasonable measures to ascertain the location of all pipes, cables, mains or other underground services before any work is commenced which may involve risk of **Damage** to such pipes, cables, mains or other underground services including but not limited to:
 - i) use of any local utility or other free phone service for the area in which **You** are working
 - ii) use of any appropriate detection system;
- b) retain a written record of the measure that was used to locate such pipes, cables, mains or other underground services;
- c) convey the location of such pipes, cables, mains or other underground services to any party carrying on such work on **Your** behalf and retain a record;
- d) adopt or cause to be adopted a method of work that minimises risk of **Damage** to pipes, cables, mains and other underground services.

Use of Heat

It is a condition precedent to **Our** liability whenever the equipment mentioned below is used by **You** or any of **Your Employees** anywhere other than at **Your Premises** that a person shall be made responsible for fire safety and for ensuring that the undernoted precautions shall be complied with.

Precautions:

Before work starts

- a) **Blow lamps, blow torches or hot air strippers and hot air guns**
 - i) the area in which the equipment is to be used is cleared of combustible material to a distance not less than ten (10) metres from and beneath the place where such work is being carried out. Where such precautions are impossible to do or carry out all combustible material (including combustible parts of premises) is to be covered with non-combustible blankets or screens
- b) **Welding, flame cutting equipment or cutting or grinding equipment using abrasive discs or wheels where sparks are emitted**
 - i) the area in which the equipment is to be used is cleared of combustible material to a distance, not less than ten (10) metres from and beneath the place where such work is being carried out. Where such precautions are impossible to do or carry out all combustible material (including combustible parts of premises) is to be covered with non-combustible blankets or screens
 - ii) before applying heat to metal work built into or projecting through walls partitions ceilings or floors examination is made to ensure that the other side of the metal work would not cause damage by ignition by direct or conducted heat to combustible material

During work

- a) **Blow lamps, blow torches or hot air strippers and hot air guns**
 - i) lighted blow lamps or blow torches are continuously attended and extinguished immediately after use
 - ii) blow lamps are filled only in the open
 - iii) at least one multi-purpose fire extinguisher in full working order and serviced in accordance with current European standards is kept available for instant use in or next to the area of work
 - iv) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions

- b) **Welding, flame cutting equipment or cutting or grinding equipment using abrasive discs or wheels where sparks are emitted**
 - i) lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
 - ii) at least one multi-purpose fire extinguisher in full working order and serviced in accordance with current European standards is kept available for instant use in or next to the area of work
 - iii) gas cylinders not required for immediate use shall be removed outside the premises or kept at least fifteen (15) metres from where the heat is being applied
 - iv) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions.
- c) **Vessels for Heating of Bitumen or Bituminous Compounds including Asphalt, Tar, Pitch or Lead**
 - i) all heating of materials is carried out in a suitable vessel in the open using bottled gas
 - ii) such vessels are continuously attended whilst being lit and whilst in use
 - iii) if used within a building such vessels shall be placed on a flat surface of non-combustible material
 - iv) at least one multi-purpose fire extinguisher in full working order and serviced in accordance with current European standards is kept available for instant use in or next to the area of work
 - v) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions.
- d) **Irons**

all electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continually attended.

Once work finishes

- a) **Blow lamps, blow torches or hot air strippers and hot air guns**

a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after the termination of each operation. This examination to take place at regular intervals for a period of at least one hour after completion of such work for the day.
- b) **Welding, flame cutting equipment or cutting or grinding equipment using abrasive discs or wheels where sparks are emitted**

a thorough examination is made in and about the area, including behind walls partitions ceilings or floors in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after the termination of each operation. This examination to take place at regular intervals for a period of at least one hour after completion of such work for the day.

Additional Requirement

If, at **Your** request or on **Your** behalf such work is undertaken by anyone else **You** will require the party undertaking the work to comply either with this condition or, where applicable, in accordance with a materially similar provision in the insurance held by such party.

Section Extensions

Bona fide Subcontractors

We will cover **You** in respect of **Your** legal liability for work carried out by bona fide subcontractors working on **Your** behalf but it is a condition precedent to **Our** liability that:

- a) **You** take reasonable steps, before appointing any bona fide subcontractors, to obtain confirmation from them that they hold public liability insurance which:
 - i) has a limit of indemnity of not less than that provided by **Your Policy**
 - ii) includes a clause that provides an indemnity to **You** as **Principal**
 - iii) covers the type of work being carried out by them
 - iv) remains in force for the duration of the work for **You**
- b) **You** retain a written record of the public liability insurance for inspection by **Us** if a claim arises for which the bona fide subcontractors may be responsible.

Compensation for Court Attendance Costs

If **You** or any of **Your** directors, partners or **Employees** attend 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 for each day on which attendance is required:

- a) any director or partner £500 per day
- b) any **Employee** £250 per day.

Consumer Protection and Food Safety Act

We will cover **You** for **Costs and Expenses** as a result of a breach of:

- a) Part 2 of the Consumer Protection Act 1987 or
- b) Section(s) 7, 8, 14 and/or 15 of the Food Safety Act 1990

committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will not cover **You** in respect of liability for:

- a) the payment of fines or penalties
- b) proceedings or appeals in respect of any deliberate act or omission by **You**
- c) costs or expenses insured by any other policy

Contingent Motor Liability (non-owned vehicles)

Despite the **Motor Liability Exclusion**, **We** will cover **You** in respect of **Your** legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** in the course of the **Business** anywhere in the **Territorial Limits**.

We will not cover **You** in respect of liability:

- a) for **Damage** to the vehicle or to any property carried in or on it.
- b) whilst the vehicle is being driven by any person with **Your** general consent who to **Your** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- c) where **You** are entitled to indemnity under any other insurance.
- d) arising from circumstances in which it is compulsory for **You** to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation.

Corporate Manslaughter and Corporate Homicide Act 2007

We will cover **You** for:

- a) **Cost and Expenses** against convictions
- b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The maximum **We** will pay in respect of all claims occurring during any one **Period of Insurance** is £1,000,000. All amounts payable will form part of and not be in addition to the Limit of Indemnity stated in **Your Schedule**.

We will not cover **You** for:

- a) any prosecutions unless they relate to death sustained by any person (other than an **Employee**) within the **Territorial Limits** during the **Period of Insurance** and arising in connection with **Your Business**
- b) i) the payment of fines or penalties
ii) any remedial or publicity orders or any steps required to be taken by such orders
- c) **Cost and Expenses** and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or section or would have been entitled to an indemnity but for the existence of **Your Policy**
- d) any proceedings resulting from any deliberate act or omission by **You**.

Cross Liabilities

If more than one **Insured** is referred to in **Your Schedule** **We** will treat each party as if a separate **Policy** had been issued to each provided that **Our** liability shall not exceed the Limit of Indemnity stated in **Your Schedule** regardless of the number of parties and/or entities entitled to indemnity.

Defective Premises Act 1972

We will cover **You** against liability arising from defective work carried out by **You** or on behalf to any **Premises** within the **Territorial Limits** disposed of by **You** prior to the **Occurrence** of the **Damage** to property giving rise to liability.

We will not cover **You** in respect of liability for:

- a) the cost of making good replacements or reinstatement of any defect or workmanship giving rise to such liability
- b) any **Damage** to such **Premises**.

General Data Protection Regulations

This section extends to cover **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You**.

We will cover **You** in respect of liability for the:

- a) payment of fines and penalties
- b) cost of replacing reinstating rectifying or erasing any personal data.

The maximum **We** will pay will be £1,000,000 or the Limit of Indemnity shown in **Your Schedule**, whichever is the lower, during any one **Period of Insurance** both inclusive of **Costs and Expenses**.

Health and Safety at Work (legal defence costs)

We will cover **You** (and at **Your** request any of **Your** directors partners or **Employees**) for **Costs and Expenses** as a result of a breach of any applicable legislation provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This extension shall not apply to:

- a) fines or penalties of any kind
- b) proceedings consequent upon any deliberate act or omission by:
 - i) **You**; and/or
 - ii) any partner, director or **Employee** of the **Business**

which could reasonably have been expected to constitute a breach of the applicable legislation having regard to the nature and circumstances of such act or omission.

- c) where cover is provided by any other insurance.

Indemnity to Other Persons

This section extends to cover:

- a) any **Principal** for whom **You** are carrying out a contract away from **Your Premises** but only to the extent required by such contract.
- b) at **Your** request any of **Your** directors partners or **Employees** in respect of
 - i) **Your** liability for which **You** would have been entitled to claim under this section if a claim had been made against **You**; and/or
 - ii) private work undertaken by any **Employee** for directors or partners with **Your** prior consent
- c) any officer or member of **Your** catering, social, sports or welfare organisations, first aid, fire or ambulance services in their respective capacity as such.
- d) in the event of **Your** death any of **Your** personal representatives in respect of liability incurred by **You**.

Movement of Obstructing Vehicles

This section extends to cover **You** in respect of **Your** legal liability arising from any vehicle (not owned or hired by or lent to **You**) being driven by **You** or any **Employees** with **Your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle hired by or let to **You** or any **Employees**.

Provided that:

- a) movements are limited to vehicles parked on or obstructing **Your Premises** or any site at which **You** are working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing the obstruction is driven by use of the owner's ignition key
- d) there shall be no cover for **Damage** to such vehicle or for liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle.

Overseas Personal Liability

We will cover **You** and at **Your** request any:

- a) director partner or **Employee** or
- b) spouse or child of such director partner or **Employee** accompanying such persons

against all sums **You** become legally liable to pay as **Compensation** incurred in a personal capacity whilst outside their usual country of residence in connection with the **Business**.

We will not cover **You** in respect of liability:

- a) where cover is provided by any other insurance.
- b) arising from ownership possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft.
- c) arising from ownership or occupation of land or buildings.
- d) arising from the carrying on of any trade or profession.

Overseas Work

This section extends to cover:

- a) work undertaken within the European Union (including Iceland, Norway and Switzerland)
- b) non-manual work outside the **Territorial Limits**

Provided that:

- i) work is undertaken by directors, partners or **Employees** normally resident in the **Territorial Limits** and
- ii) an action for **Compensation** is brought in a court within the **Territorial Limits**.

Temporary Employees

This section extends to cover **You** in respect of **Injury** (other than to **Employees**) and **Damage** to property caused by temporary **Employees** for a maximum 50 man-days during any one **Period of Insurance**.

Section Exclusions

Asbestos

We will not cover claims caused by or arising from:

- a) inhalation or ingestion of **Asbestos**
- b) exposure to or fear of the consequences of exposure to **Asbestos**
- c) the presence of **Asbestos** in any property or on land
- d) investigating, managing, removing, controlling or remediation of **Asbestos**.

Contractual Liability

We will not cover **You** for legal liability assumed by **You** resulting from an agreement or contract for work in connection with the **Business** unless **We** are given management and control of any claim. In addition, **We** will not provide cover for:

- a) liquidated damages fines or penalties imposed by or payable under any penalty clause.
- b) property which is the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) where the terms require **You** to effect insurance
- c) liability which arises solely by reason of an agreement or contract for work outside the **Territorial Limits**.

Cyber and Data

We will not cover **You** for any claim directly or indirectly caused by contributed to by resulting from or arising out of or in connection with

- a) 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**
- b) loss of use reduction in functionality repair replacement restoration reproduction loss or theft distortion erasure corruption or alteration of any **Data** including any amount pertaining to the value of such **Data**.

This Exclusion does not apply to claims

- a) for death, bodily injury, illness or disease
- b) for **Damage** to material property
- c) under the **General Data Protection Regulations** Extension of Section 2

directly or indirectly caused by contributed to by resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident**.

Damage to Products and Defective work

We will not cover **You** for:

- a) **Damage** to the **Products**
- b) the cost of repair alteration or replacement of
 - i) defective work
 - ii) the **Products**

including the cost of demolition, breaking out dismantling delivery rebuilding supply and installation of the **Products** and any other property (unless physically **Damaged** by the **Products**) to such repair alteration or replacement.

- c) to make any refund of the payment received for the **Products**.

Damage to Property

We will not cover **You** for **Damage** to property belonging to or in **Your** custody or control or of any **Employee** other than:

- a) personal effects (including vehicles and their contents) of any visitor, directors, partner or any of **Your Employees**
- b) buildings (including their contents therein) which are temporarily occupied by **You** for the purpose of work in connection with the **Business** (not being any buildings which are owned by or, leased, rented or hired to **You**)
- c) premises (or its internal fixtures and fittings) hired, rented, leased or lent to **You** other than **Damage** by any cause against which the lease or tenancy agreement stipulates that insurance shall be effected by the lessee or tenant.

Provided that **You** will be responsible for the first £100 of each claim for **Damage** to premises unless caused by fire or explosion.

Intellectual Property

We will not cover liability arising from the infringement of plans, copyright, patent, trade name, trademark or registered design.

Libel and Slander

We will not cover **You** for libel and slander.

Marine and Aviation

We will not cover **You** for:

- a) the ownership possession or use of any aircraft, air, space or other aerial devices, hovercraft, drilling platform or rig or mechanically propelled watercraft other than barges, motor launches and non-powered craft used on inland waterways
- b) any **Products** which **You** know are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort.

Motor Liability

We will not cover **You** for the ownership possession or use by **You** or on **Your** behalf of any mechanically propelled vehicle or mobile plant:

- a) which is licensed for road use or
- b) for which compulsory motor insurance or security is required or
- c) which is more specifically insured

This exclusion does not apply to:

- a) the use or movement of any mechanically propelled vehicle as a tool or plant;
- b) the loading or unloading of any mechanically propelled vehicle or trailer when carried out beyond the limits of any carriageway or thoroughfare but this extension shall not apply to **Damage** to any property being loaded or unloaded;
- c) the movement of any mechanically propelled vehicle not owned, hired or borrowed by or leased to **You** or any other insured party on or under any premises occupied by **You** where such vehicle is causing an obstruction and interfering with the performance of the **Business**
- d) **Damage** to visitors' or **Employees'** mechanically propelled vehicle (including contents and/or accessories) while parked within any car park for which **You** are responsible or on any premises occupied by **You** provided that:
 - i) such vehicle is not lent or hired to **You**;
 - ii) the **Damage** to an **Employee's** vehicle does not arise out of the maintenance, operation or use of a vehicle by that **Employee**;
- e) the unauthorised use of any mechanically propelled vehicle by any person in **Your** employment providing **You** will have taken all reasonable precautions to ensure that **Employees** are made aware of and comply with restrictions applicable to the use of the vehicle;
- f) **Damage** to any bridge, weighbridge, road or anything beneath caused by the weight of any mechanically propelled vehicle or trailer or of the load carried on it.

North American Exports

We will not cover **You** for claims caused by or in connection with any **Products** which with **Your** knowledge are exported directly or indirectly to the United States of America and/or Canada and/or their dependencies or trust territories.

Non-Performance or Delay

We will not cover **You** for liability in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) aggravated, exemplary, punitive or vindictive damages awarded by any Court of Law outside the **Territorial Limits**

Pollution or Contamination

We will not cover **You** for **Pollution or Contamination**

- a) other than when 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**.
- b) occurring in the United States of America and/or Canada and/or their dependencies or trust territories.

Professional Services

We will not cover **You** for liability arising directly or indirectly in connection with professional services rendered by **You** or on **Your** behalf including any advice, design, instruction, information, plan, formula or specification given by **You** or on **Your** behalf for a fee or where a fee would normally be charged.

Section 3 – Contract Works

Section Definitions

Contract

The agreement under which the **Contract Works** are undertaken.

Contractor

The party undertaking the **Contract Works** on behalf of the **Employer**.

Contract Price

For any one **Contract** the amount of the estimated cost of the **Contract Works** at the commencement date of the **Contract**.

Contract Site

The situation of the **Contract Works** within the **Territorial Limits** and any area immediately adjacent occupied by **You** directly and solely for the performance of the **Contract Works**.

Contract Works

The permanent and temporary works undertaken in the performance of the **Contract** or **Speculative Development** and allocated to or incorporated in the works including all materials supplied by reason of the **Contract** whilst on or adjacent to the **Contract Site** or in transit (including temporary storage) in the **Territorial Limits** to the extent **You** are responsible under the **Contract**.

Employer

The party on whose behalf the **Contract Works** are undertaken.

Free Issue Materials

Materials for incorporation into the **Contract Works**

- a) issued free to **You** by or on behalf of **Your Employer** or **Principal** and
- b) for which **You** are responsible under the conditions of the **Contract** the value of which will not be included in the final valuation of the **Contract Works** carried out or the final **Contract Price** and which are not otherwise excluded.

Maintenance Period

The period not exceeding 12 months specified in the **Contract** during which **You** are responsible for rectifying defects arising from the **Contract Works**.

Pollution or Contamination

Pollution or Contamination of building(s) or other structures or of water, or land or the atmosphere and **Damage** directly or indirectly caused by such Pollution or Contamination.

Practical Completion

Completion apart from the decorations, finishes and the installation of fixtures and fittings.

Speculative Development

Building or buildings constructed by **You** other than under **Contract**.

Stock in Trade

All stock and materials in trade including finished stock and work in progress belonging to **You** or held by **You** in trust and for which **You** are responsible.

Unattended

Where the property can be stolen or removed without immediate intervention by **You** or any **Employee**.

Vitiating Act

Fraud material misrepresentation material non-disclosure or breach of any section condition in this section.

The Cover

We will cover **You** against **Damage** to the **Contract Works** occurring during:

- a) the **Period of Insurance**
 - b) any **Maintenance Period** and arising from a cause occurring prior to the start of the **Maintenance Period**
- Provided that **You** demonstrate that any loss or **Damage** which is first revealed during the period of maintenance or defects liability is **Your** responsibility under the terms of the **Contract**.

Limit of Liability

We will pay **You** for the value of the **Contract Works** at the time of its **Damage** or for the amount of the **Damage**, or at **Our** option reinstate or replace the property or any part of it in accordance with the following Basis of Claims Settlement.

Basis of Claims Settlement

For **Contract Works** We will cover **You** up to the sum insured shown in **Your Schedule** plus any additional amount shown in the Inflation Protection clause below.

Inflation Protection

The sum insured in respect of **Contract Works** will be increased by not more than 25% should the **Contract Price** plus the cost of any additions amendments inflation or variations including the value of any **Free Issue Materials** exceed the Limit of Liability.

The Excess

We will not cover **You** for the **Excess** specified in **Your Schedule**.

Section Conditions

Non-Ferrous Metals

It is a condition precedent to **Our** liability in respect of **Damage** by theft or attempted theft of **Unattended** and unfixed non-ferrous metals of any description that such metals are kept in a:

- a) securely locked building or container or
- b) vehicle providing that the vehicle is in a locked compound or garage overnight.

Use of Heat

It is a condition precedent to **Our** liability whenever the equipment mentioned below is used by **You** or any of **Your Employees** anywhere other than at **Your Premises** that a person shall be made responsible for fire safety and for ensuring that the undernoted precautions shall be complied with.

Precautions:

Before work starts

- a) **Blow lamps, blow torches or hot air strippers and hot air guns**
 - i) the area in which the equipment is to be used is cleared of combustible material to a distance not less than ten (10) metres from and beneath the place where such work is being carried out. Where such precautions are impossible to do or carry out all combustible material (including combustible parts of premises) is to be covered with non-combustible blankets or screens.
- b) **Welding, flame cutting equipment or cutting or grinding equipment using abrasive discs or wheels where sparks are emitted**
 - i) the area in which the equipment is to be used is cleared of combustible material to a distance, not less than ten (10) metres from and beneath the place where such work is being carried out. Where such precautions are impossible to do or carry out all combustible material (including combustible parts of premises) is to be covered with non-combustible blankets or screens
 - ii) before applying heat to metal work built into or projecting through walls partitions ceilings or floors examination is made to ensure that the other side of the metal work would not cause damage by ignition by direct or conducted heat to combustible material.

During work

- a) **Blow lamps, blow torches or hot air strippers and hot air guns**
 - i) lighted blow lamps or blow torches are continuously attended and extinguished immediately after use
 - ii) blow lamps are filled only in the open
 - iii) at least one multi-purpose fire extinguisher in full working order and serviced in accordance with current European standards is kept available for instant use in or next to the area of work
 - iv) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions.

- b) **Welding, flame cutting equipment or cutting or grinding equipment using abrasive discs or wheels where sparks are emitted**
 - i) lighted welding or flame cutting equipment is continuously attended and extinguished immediately after use
 - ii) at least one multi-purpose fire extinguisher in full working order and serviced in accordance with current European standards is kept available for instant use in or next to the area of work
 - iii) gas cylinders not required for immediate use shall be removed outside the premises or kept at least fifteen (15) metres from where the heat is being applied.
 - iv) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions.
- c) **Vessels for Heating of Bitumen or Bituminous Compounds including Asphalt, Tar, Pitch or Lead**
 - i) all heating of materials is carried out in a suitable vessel in the open using bottled gas
 - ii) such vessels are continuously attended whilst being lit and whilst in use
 - iii) if used within a building such vessels shall be placed on a flat surface of non-combustible material
 - iv) at least one multi-purpose fire extinguisher in full working order and serviced in accordance with current European standards is kept available for instant use in or next to the area of work
 - v) the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions.
- d) **Irons**

All electric soldering, carpet seaming or aspirated irons must be thermostatically controlled and whenever they are switched on or hot they must be continually attended.

Once work finishes

- a) **Blow lamps, blow torches or hot air strippers and hot air guns**

a thorough examination is made in and about the area in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after the termination of each operation. This examination to take place at regular intervals for a period of at least one hour after completion of such work for the day.
- b) **Welding, flame cutting equipment or cutting or grinding equipment using abrasive discs or wheels where sparks are emitted**

a thorough examination is made in and about the area, including behind walls partitions ceilings or floors in which the work has been undertaken immediately after each period of work and again between 30 and 60 minutes after the termination of each operation. This examination to take place at regular intervals for a period of at least one hour after completion of such work for the day.

Additional Requirement

If, at **Your** request or on **Your** behalf such work is undertaken by anyone else **You** will require the party undertaking the work to comply either with this condition or, where applicable, in accordance with a materially similar provision in the insurance held by such party.

Section Clauses

72 Hours Clause

Damage caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one **Period of Insurance** shall constitute one **Occurrence** for the purposes of this section. The **Excess** shall apply separately to each selected period as follows:

You will select the time when any such period commences but no two such selected periods will overlap.

Additional Costs

In the event of **Damage** to the **Contract Works** and subject to **Our** consent **We** will cover **You** for the cost of repair, reinstatement or replacement including the additional costs of:

- a) overtime
- b) weekend shift working
- c) plant hire charges
- d) express delivery (including air freight)

necessarily and reasonably incurred in expediting repair, reinstatement or replacement of such **Damage** but excluding any such costs solely to expedite the completion of any construction, erection or installation of the **Contract Works** not **Damaged**.

Our liability under this extension will not exceed 25% of the sum insured of the **Contract Price**.

Additional Interest

This section duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the **Contract Works** covered by this section.

Avoidance of Impending Damage

This section includes the costs incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending **Damage** which would have resulted in a claim under this section.

Provided that:

- a) the impending **Damage** did not arise from any defect in the **Contract Works**
- b) the impending **Damage** did not arise from a reasonably foreseeable cause
- c) the **Damage** would have been the natural outcome to be expected in the absence of the measures taken
- d) **We** are satisfied **Damage** which would have been insured under this section has been avoided or reduced in consequence of the measures taken
- e) **Our** liability will not exceed the cost which would have been incurred had the measures not been taken and **Damage** insured by this section had occurred.

Debris Removal

This section extends to cover the cost necessarily and reasonably incurred by **You** with **Our** prior consent to:

- a) remove debris
- b) dismantling or demolishing
- c) shoring up or propping
- d) fencing off
- e) repairing or cleaning drains sewers service mains gullies manholes and the like and/or dewatering
- f) temporary boarding up of windows following breakage of glass following **Damage** for which **We** have admitted liability

Provided that:

- a) **Our** liability will not exceed more than 10% of the **Contract Works** sum insured or the **Contract Price**, whichever is the lower
- b) **We** will not be liable for the cost incurred arising from **Pollution or Contamination** of property not insured by this section.

Employees Effects

This section extends to cover **Employees** personal effects but not motor vehicles, precious metals or stones watches jewellery or **Money** whilst at the **Contract Site**.

Our liability under this extension will not exceed £500 per person.

Fire Brigade Charges

This section extends to cover the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of **Damage** for which **We** have admitted liability.

Our liability under this extension will not exceed £10,000 any one **Occurrence**.

Fly Tipping

We will cover **You** for the reasonable cost of clearing and removing any property illegally deposited on the **Contract Site**.

Our liability under this extension will not exceed £10,000 any one **Occurrence**.

Joint Names or Multiple Insureds

This section extends to indemnify to any party that is required under the terms of the **Contract** to be a joint named insured to **Your Policy**. If there is more than one insured party each operating as a separate and distinct entity then cover will apply in the same manner and to the same extent as if individual policies had been issued to each party.

Provided that:

- a) **Our** total liability to all parties collectively shall not exceed the total stated in **Your Schedule**
- b) any payment or payments by **Us** to any one or more insured party shall reduce to the extent of that payment **Our** liability to all parties arising from any one event giving rise to a claim under this section
- c) **Your** parties shall always preserve any available contractual rights agreements and remedies in the event of **Damage**

d) the **Contract** is performed in the **Territorial Limits**.

It is however agreed that:

- a) a **Vitiating Act** committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a **Vitiating Act**
- b) **We** agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation arise from a **Vitiating Act**
- c) any lenders to the project shall not be entitled to any indemnity under this section for loss or **Damage** in respect of which by reason of a **Vitiating Act** **We** are no longer liable to indemnify any one or more other insured party.

Local Authorities

The insurance in respect of the permanent works extends to include such additional cost of reinstatement following loss or **Damage** to the **Contract Works** as may be incurred solely by reason of the necessity to comply with Building or Other Regulations under or framed in pursuance of any Act of Parliament or with Bye-Laws of any Public Authority.

We will not cover **You** for:

- a) such cost incurred
 - i) which can be recovered elsewhere
 - ii) where notice has been served upon **You** prior to loss or **Damage**
 - iii) for which there is an existing requirement which must be implemented within a given period
 - iv) in respect of any part of such **Contract Works** which is undamaged other than the foundations or that part which is the subject of loss or **Damage**
- b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which maybe payable by reason of compliance with any of the aforesaid Regulation or Byelaws.

Provided that the work of reinstatement will be started and carried out without unreasonable delay.

Our liability under this extension will not exceed 10% of the **Contract Price**.

Off-Site Storage

This section extends to cover **Damage** to materials allocated to any **Contract** while stored at any location in the **Territorial Limits** other than the **Contract Site** for a period not exceeding six months.

Provided that:

- a) the **Contract Works** are ready for delivery to the **Contract Site**
- b) allocation to an insured **Contract** or **Speculative Development** can be proved

Our liability under this extension will not exceed £250,000.

Payments on Account

Where **We** have admitted liability and, if **We** have agreed between **Us**, payments on account may be made to **You**, if **You** request it, in advance of final settlement of a claim under this section.

Plans

The **Contract Works** extends to include plans, specifications and other documentation necessary for the execution of the **Contract**.

Our liability under this extension for **Damage** to such plans, specifications and documentation will be limited to the cost of reproducing such plans, specifications and documentation and will not exceed £50,000 any one **Occurrence**.

Professional Fees

This section includes Professional Fees necessarily and reasonably incurred with **Our** consent in the reinstatement of the **Damage**.

Provided that:

- a) such Professional Fees will not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges prevailing at the time of the **Damage**;
- b) **We** will not provide cover for any fees incurred in preparing or pursuing any claim.

Repair Costs Investigation

This section extends to include the costs incurred in repair investigations and tests by consulting engineers following **Damage** to the **Contract Works** for which **We** have admitted liability. Provided that:

- a) **We** have agreed in writing
- b) **We** will not be liable under this extension for any cost incurred in preparing a claim

Our liability under this extension will not exceed £50,000 during any one **Period of Insurance**.

Series Defects

If the development or discovery of a defect in any part of the **Contract Works** indicates that a similar defect exists elsewhere in the **Contract Works** **You** will investigate as soon as possible and if necessary, rectify the defects in any **Contract Works** at **Your** own expense or alternatively bear the cost of all loss or **Damage** arising out of the defect.

Show Property Contents

This section extends to cover loss of or **Damage** to the contents contained within show properties constructed by **You** other than under **Contract** occurring after **Practical Completion**:

- a) in respect of buildings comprising of flats within a single block
 - i) for a period not exceeding 90 (ninety) days following **Practical Completion** of the last flat in that single block of flats or
 - ii) until the date that more specific insurance is initiated on the contents or the buildingwhichever occurs first.
- b) in respect of other buildings
 - i) until the date of sale occupation or hand over or
 - ii) for a period not exceeding 90 (ninety) days following **Practical Completion** of the last building on the **Contract Site**whichever occurs first.

Provided that:

- a) loss or **Damage** due to theft or attempted theft is excluded unless entry to or exit from the building is gained by forcible and violent means
- b) during the period from 1st December to 1st March an effective heating system shall always be left on or the water system drained
- c) no cover under this extension will extend beyond the date of expiration or non-renewal of this section

Our liability under this extension in respect of the contents of any one show house or show flat or show office shall not exceed £50,000.

Speculative Developments – (property awaiting sale)

This section extends to cover loss of or **Damage** to **Speculative Developments**

- a) in respect of buildings comprising of flats within a single block
 - i) for a period not exceeding 90 (ninety) days following **Practical Completion** of the last flat in that single block of flats or
 - ii) until the date that more specific insurance is initiatedwhichever occurs first.
- b) in respect of other buildings
 - i) until the date of sale occupation or hand over or
 - ii) for a period not exceeding 90 (ninety) days following **Practical Completion** of the last building on the **Contract Site**whichever occurs first.

No cover under this extension will extend beyond the date of expiration or non-renewal of this section.

Stoppage of Work

In the event of **You** having to stop work on the **Contract Site** from any cause for a period of 3 consecutive months cover for **Contract Works** will be suspended unless otherwise agreed in writing by **Us**. In the event of such total or partial cessation of work **You** will use due diligence and do all things reasonably practicable to protect both the **Contract Works** and **Contract Site**.

Subcontractors

Where **You** have engaged sub-contractors the above reference to a Certificate of Completion does not include any Certificate of Completion issued in respect of sub-contract works for the purpose of transferring responsibility for such works to **You**.

Subrogation Waiver

Where **You** are awarded a **Contract** under the Joint Contracts Tribunal Standard Form of Building Contract 1998 (or its equivalent) the understated agreement applies to the **Contract Works** and to the extent required by the **Contract**.

In respect of **Damage** to the **Contract Works** by any of the Specified Perils defined in the JCT Standard Form of Building Contract **We** agree so far as is required by a subcontractor that **We** will not pursue any right of subrogation against subcontractors directly engaged by **You**.

Section Exclusions

Aircraft and Watercraft

We will not cover **You** in respect of **Damage** to:

- a) aircraft, aerospace devices or hovercraft;
- b) waterborne craft other than safety boats or other craft up to 4 metres in length on or about the **Contract Site**.

Breakdown, Wear and Tear

We will not cover **You** in respect of the cost of making good:

- a) mechanical or electrical breakdown or derangement;
- b) wear, tear, rust or other gradual deterioration;

but this exclusion will be limited to the parts immediately affected but not subsequent **Damage**.

Consequential Loss

We will not cover **You** in respect of:

- a) consequential loss, loss of use, liquidated damages, penalties for delay or non-completion;
- b) **Damage** occurring on any **Contract Site** where work has ceased for a continuous period in excess of 90 consecutive days.

Defective Design (limited DE3)

We will not cover **You** in respect of **Damage** to or the cost necessary to replace, repair or rectify:

- a) any part of the **Contract Works** (or any part of it) which is in a defective condition due to a defect in design, plan, specification, materials or workmanship
- b) the **Contract Works** lost or **Damaged** to enable the replacement, repair or rectification of the **Contract Works** excluded by (a) above

Exclusion a) above shall not apply to other part of the **Contract Works** which is free of the defective condition but is **Damaged** as a result.

For the purposes of this section and not merely this exclusion the **Contract Works** (or any part of it) will not be regarded **Damaged** solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship.

Existing Structures

We will not cover **You** in respect of **Damage** to any property forming or which has formed part of any structure (including its contents) existing at the time of the commencement of the **Contract Works**.

Nuclear Material/Decommissioning

We will not cover **You** in respect of **Damage** to:

- a) nuclear material;
- b) any works including decommissioning in or of any building, plant, equipment or other property which has been used or is designated to be used for the production or use of nuclear material without **Our** prior agreement.

Pollution or Contamination

We will not cover **You** in respect of loss or destruction or **Damage** or any consequential loss resulting from **Pollution or Contamination** but this shall not exclude **Damage** caused by:

- a) **Pollution or Contamination** which itself results from a **Defined Peril**;
- b) a **Defined Peril** which itself results from **Pollution or Contamination**; unless resulting from an excepted cause or otherwise excluded.

Relieved of Responsibility

We will not cover **You** in respect of **Damage** for which **You** are relieved of responsibility under the terms of any **Contract**.

Scratching

We will not cover **You** in respect of scratching scouring or spoiling of glass painted polished smooth or similar finished surfaces but not **Damage** insured by this section resulting from such **Occurrence** unless otherwise excluded.

Shortages

We will not cover **You** in respect of any loss of either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an **Occurrence**.

Stock in Trade and Money

We will not cover **You** in respect of **Damage** to:

- a) **Stock in Trade** whilst at any premises owned, leased or rented by **You** unless specifically designated for use in the **Contract Works**;
- b) deeds, bonds and/or **Money** of whatsoever nature or other securities for **Money**.

Taken into use

We will not cover **You** in respect of **Damage** to the **Contract Works** after being taken into use by any **Principal** with **Your** consent or any of **Your Employees** during the period of 14 days from the date of hand over or the date of certified completion where so required by the terms of the **Contract**.

Where **You** have engaged subcontractors the reference to a Certificate of Completion does not include any Certificate of Completion issued in respect of subcontract works for the purpose of transferring responsibility for such works to **You**.

Section 4 – Own or Hired in Plant

Section Definitions

Commissioning

The operational **Testing** commencing either with the introduction into the **Contract Works** of feedstock or other materials for processing or handling or when supply to a system commences.

Contract

The agreement under which the **Contract Works** are undertaken.

Contractor

The party undertaking the **Contract Works** on behalf of the **Employer**.

Contract Site

The situation of the **Contract Works** within the **Territorial Limits** and any area immediately adjacent occupied by **You** directly and solely for the performance of the **Contract Works**.

Contract Works

The permanent and temporary works undertaken in the performance of the **Contract** or **Speculative Development** including all materials supplied by reason of the **Contract** whilst on or adjacent to the **Contract Site** to the extent **You** are responsible under the **Contract**.

Hired in Plant

All plant including constructional plant and equipment, tools, scaffolding, tackle, site huts, caravans, or other temporary accommodation hired by **You** or any **Employer** and for which **You** are responsible under the terms of the hiring agreement or otherwise (excluding plant on hire purchase or subject to a lease agreement or on free loan) for use in connection with **Your Business** whilst at the **Contract Site**, in transit (including in temporary storage) or elsewhere within the **Territorial Limits**.

Own Plant

All plant including constructional plant and equipment, tools, scaffolding and tackle belonging to **You** or for which **You** are responsible under a hire purchase or lease agreement for use in connection with **Your Business** whilst at the **Contract Site**, in transit (including temporary storage) or elsewhere within the **Territorial Limits**.

Pollution or Contamination

Pollution or Contamination of building(s) or other structures or of water, or land or the atmosphere and **Damage** directly or indirectly caused by such Pollution or Contamination.

Property/Property Insured

Own Plant and Hired in Plant

Temporary Buildings

Site huts, caravans or other temporary accommodation belonging to **You** or for which **You** are responsible for under a hire purchase or lease agreement for use in connection with the **Business** whilst at the **Contract Site** in transit (including in temporary storage) or elsewhere within the **Territorial Limits**.

Testing

The application of power or driving force to an item of machinery prior to the introduction of feedstock or raw materials or the application of a load.

Unattended

Where the **Property Insured** can be stolen or removed without immediate intervention by **You** or any **Employee**.

Vitiating Act

Fraud material misrepresentation material non-disclosure or breach of any section condition in this section.

The Cover

We will cover **You** against **Damage** to the **Property Insured** occurring during the **Period of Insurance**.

Limit of Liability

We will pay **You** for the value of each item of the **Property Insured** at the time of its **Damage** or for the amount of the **Damage**, or at **Our** option reinstate or replace the property or any part of it in accordance with the following Basis of Claims settlement.

Basis of Claims Settlement

a) Own Plant

We will pay either:

- i) up to the value of the item at the time of the **Damage** with an adjustment for wear and tear but no more than the suminsured shown in **Your Schedule**
- ii) if purchased from new and the **Damage** occurs less than 12 months after the purchase date, up to the cost of replacement of the item similar to but no better or more extensive than the item when new and no more than the suminsured shown in **Your Schedule**.

b) Hired in Plant

We will pay up to the sum insured shown in **Your Schedule** for any one item but only for **Your** liability under any hire conditions.

The Excess

We will not cover **You** for the **Excess** specified in **Your Schedule**.

Section Conditions

72 Hours Clause

Damage caused by storm, tempest, flood, subsidence or landslip occurring in any one period of 72 consecutive hours during any one **Period of Insurance** shall constitute one **Occurrence** for the purposes of this section. The **Excess** shall apply separately to each selected period as follows:

You will select the time when any such period commences but no two such selected periods will overlap.

Stoppage of Work

In the event of stoppage of work by **You** on the **Contract Site** from any cause for a period of 3 consecutive months cover for **Contract Works** will be suspended unless otherwise agreed in writing by us. In the event of such total or partial cessation of work **You** will use due diligence and do all things reasonably practicable to protect the **Property Insured**.

Section Clauses

Additional Interest

This section duly notes the interest of any Bank, Finance Company, Building Society or other institution or concern that has a financial interest in the **Property Insured** covered by this section including plant owners to the extent required by hire conditions.

Avoidance of Impending Damage

This section includes the costs incurred by **You** in taking exceptional measures that are reasonable to avoid or reduce impending **Damage** which would have resulted in a claim under this section.

Provided that:

- a) the impending **Damage** did not arise from any defect in the **Property Insured**
- b) the impending **Damage** did not arise from a reasonably foreseeable cause
- c) the **Damage** would have been the natural outcome to be expected in the absence of the measures taken
- d) We are satisfied **Damage** which would have been insured under this section has been avoided or reduced in consequence of the measures taken
- e) **Our** liability will not exceed the cost which would have been incurred had the measures not been taken and **Damage** insured by this section had occurred.

Breakdown or Explosion

This section extends to include **Damage** to new and unused machinery caused by electrical or mechanical breakdown or explosion. This extension will continue for a period of:

- a) seven days from the commencement of **Testing** of an individual item; and
- b) one calendar month from the commencement of **Commissioning**.

Continuing Hire Charges/Negligent Breakdown

This section is extended to indemnify **You** in respect of **Your** legal liability for the payment of hiring charges in respect of **Hired in Plant** following **Damage** to such property.

Provided that:

- a) this extension will not apply in respect of **Hired in Plant** for which a valid claim has not otherwise been admitted under this **Policy**
- b) **We** will not be liable under this extension for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
- c) the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of Plant of the Contractors Plant Association

Our liability under this extension will not exceed £25,000 in respect of any one item of plant during any hiring period.

Damage to Security Devices

This section includes the costs incurred in repairing or replacing any immobiliser locating tracking or other security device permanently fitted to any item of the **Property Insured** following **Damage** due to theft or attempted theft for which **We** have admitted liability.

Provided that:

- a) **Our** liability in respect of any one **Occurrence** will not exceed £1,000
- b) no **Excess** will apply to this extension.

Expediting expenses and temporary repairs cover

In the event of **Damage** and subject to **Our** agreement **We** will cover **You** for the necessary and reasonably incurred costs of repair, reinstatement or replacement of such plant including the additional costs of:

- a) overtime,
- b) weekend shift working,
- c) plant hire charges,
- d) express delivery (including air freight)

Our liability under this extension will not exceed £10,000.

Fire Brigade Charges

This section extends to cover the cost of charges arising from the activities of the Fire Brigade in dealing with the consequences of **Damage** for which **We** have admitted liability.

Our liability under this extension will not exceed £10,000 any one **Occurrence**.

Immobilised Plant

The insurance by this section extends to include any necessary costs incurred in the recovery of **Own Plant** or **Hired in Plant** which may become immobilised or immovable whilst being used in connection with the **Contract** provided that the cause of such immobilisation or immovability is the subject of an admissible claim under this section.

The sum insured under this extension will not exceed the lesser of:

- a) the market value of the item at the time of the immobilisation or
- b) £25,000.

Payments on Account

Where **We** have admitted liability and, if **We** have agreed between **Us**, payments on account may be made to **You**, if **You** request it in advance of final settlement of a claim under this section.

Testing and Commissioning

The cover provided does not apply to **Damage** caused by or arising out of electrical or mechanical **Testing** of any machinery or plant at the **Contract Site** except during a period not exceeding 45 (not necessarily consecutive) days from the start of such **Testing**.

Exclusions

Aircraft and Watercraft

We will not cover **You** in respect of **Damage** to:

- a) aircraft, aerospace devices or hovercraft;
- b) waterborne craft other than safety boats or other craft up to 4 metres in length on or about the **Contract Site**.

Consequential Loss

We will not cover **You** in respect of:

- a) consequential loss, loss of use, liquidated damages, penalties for delay or non-completion;
- b) **Damage** occurring on any **Contract Site** where work has ceased for a continuous period in excess of 90 consecutive days.

Excluded Parts and Components

We will not cover **You** in respect of **Damage** to cutting edges machine tools trailing cables flexible pipes driving belts and chains or conveyor bands unless accompanied by **Damage** to the complete item.

Materials Processed or Foreign Bodies

We will not cover **You** in respect of **Damage** to **Own Plant or Hired in Plant** caused by materials processed or treated or by foreign bodies entering such plant with the materials being processed.

Nuclear Material/Decommissioning

We will not cover **You** in respect of **Damage** to:

- a) nuclear material;
- b) any works including decommissioning in of any plant, equipment or other property which has been used or is designated to be used for the production or use of nuclear material without **Our** prior agreement.

Overloading or Abnormal Conditions

We will not cover **You** in respect of **Damage** to any item of **Hired in Plant**

- a) caused by or arising from the imposition of abnormal conditions deliberate overloading **Testing** other than **Testing** in accordance with the Code of Practice for the Safe use of Cranes BS7121 including any subsequent amendments or revisions
- b) during overload **Testing** in accordance with the Code of Practice for the Safe use of Cranes BS7121 including any subsequent amendments or revisions and caused by or arising from a defect in the item.

Pollution or Contamination

We will not cover **You** in respect of Loss or destruction or **Damage** or any consequential loss resulting from **Pollution or Contamination** but this shall not exclude **Damage** caused by:

- a) **Pollution or Contamination** which itself results from a **Defined Peril**;
- b) a **Defined Peril** which itself results from **Pollution or Contamination**, unless resulting from an excepted cause or otherwise excluded.

Relieved of Responsibility

We will not cover **You** in respect of **Damage** for which **You** are relieved of responsibility under the terms of any **Contract**.

Shortages

We will not cover **You** in respect of loss of **Property Insured** either by disappearance or by shortage if such disappearance or shortage is only revealed when a routine inventory is made or is not traceable to an **Occurrence**.

Tyres

We will not cover **You** in respect of **Damage** to any tyres by punctures, cuts or bursts.

Unattended Theft

We will not cover **You** in respect of **Damage** to **Own Plant** and **Hired in Plant** caused by theft, attempted theft or malicious persons between 1800 and 0600 hours and during weekends unless such property is in a building or sited in a fully enclosed yard or compound which is securely closed and locked or under constant surveillance.

If the property is in a vehicle(s) and/or trailer(s) and/or container(s) it/they must be sited within a fully enclosed yard or compound which is securely closed and locked or under constant surveillance and additionally have all doors, windows, boots and other openings closed and securely locked and all additional protective devices put into full and proper operation, and have all keys removed so far as local fire regulations permit.

For the purposes of this exclusion a fully enclosed yard or compound is an enclosure comprising of perimeter fencing, gate and lock defined as:

Perimeter Fencing

At a minimum height of no less than 2 metres, comprised of close board hoarding, chain link metal mesh palisade fencing on hardwood concrete or steel uprights set in concrete at no more than three metre spacing or anti-climb demountable fencing with panels held together by at least two security devices.

Gate

single or double leaf gates with anti-lift hinges and fitted with a Lock.

Lock

a centrally positioned security close shackle padlock and matching padlock bar to at least CEN grade 5 standard fitted in accordance with the manufacturer's instructions.

Vehicles

We will not cover **You** in respect of **Damage** to mechanically propelled vehicles, including trailers attached to them, other than:

- a) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a **Contract Site**); or
- b) vehicles not licensed for road use and used in circumstances which do not require insurance under any road traffic legislation.

Wear and Tear

We will not cover **You** in respect of the cost of making good wear, tear, rust or other gradual deterioration. This exclusion will be limited to the parts immediately affected but not subsequent **Damage**.

Section 5 – Tools and Transit

Section Definitions

Property/Property insured

Tools and Equipment and Trade Materials and Business Goods.

Tools and Equipment

Business tools being portable hand tools (including power driven hand tools) and ladders, business and office equipment, computer equipment and software either belonging to **You** and/or **Your Employees** or for which **You** and/or **Your Employees** are responsible under a written contract of hire anywhere within the **Territorial Limits** and whilst in transit within such area.

Trade Materials and Business Goods

All other goods (excluding **Tools and Equipment**) belonging to **You** or held by **You** in trust or on commission whilst in or on or being loaded into or onto or unloaded from any motor vehicle owned or operated by **You** within the **Territorial Limits**.

Unattended

Where the **Property Insured** can be stolen or removed without immediate intervention by **You** or any **Employee**.

The Cover

We will cover **You** against **Damage** to the **Property Insured** occurring during the **Period of Insurance**.

Limit of Liability

We will pay **You** for the value of each item of the **Property Insured** at the time of its **Damage** or for the amount of the **Damage**, or at **Our** option reinstate or replace the property or any part of it in accordance with the following Basis of Claims Settlement.

Basis of Claims Settlement

a) Tools and Equipment

- i) when any item is destroyed or lost its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new
- ii) when any item is **Damaged** by any other cause repair of the **Damage** and the restoration of the **Damaged** portion of the item to a condition substantially the same but not better or more extensive than its condition when new.

b) Trade Materials and Business Goods

- i) by payment for the value of such materials at the time of **Damage**, or
- ii) by replacement.

The Excess

We will not cover **You** for the first amount of each claim (as stated below)

- a) caused by theft or attempted theft from any **Unattended** motor vehicle or trailer not contained in a securely locked building or guarded security park - £250
- b) from any other cause other than (a) above - £100.

Section Extensions

Clothing and Personal Effects

We will pay for **Damage** to clothing and personal effects of the driver and/or attendant caused by or following an accident to the conveying vehicle or trailer.

The maximum **We** will pay is £250 in respect of any one **Occurrence**.

Removal of Debris

We will pay for the necessary and reasonable costs and expenses incurred by **You** in the removal, reloading, dismantling or breaking up of the **Property Insured** as a result of **Damage**.

The maximum **We** will pay is £250 in respect of any one **Occurrence**.

Section Exclusions

Unless specified in **Your Schedule We** will not cover **You** against:

Damage to the following property:

- a) generators, transformers or any other tools and equipment not applied directly to the work by hand
- b) property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing
- c) computer records
- d) **Money**
- e) livestock
- f) precious stones, bullion, gold or silver articles and jewellery
- g) glass other than arising from the explosion or theft or accident to the conveying vehicle.

Damage by the following causes:

- a) inherent vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials;
- b) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, dampness, dryness, marring, scratching, dust, chemical action or reaction, pests, vermin or insects, depreciation, delay or the carriage of explosives;
- c) change in temperature or atmospheric or climatic conditions;
- d) mechanical or electrical breakdown or derangement
- e) acts of fraud or dishonesty by any **Employee**;
- f) deception or which is not traceable to an identifiable **Occurrence**
- g) any process of fitting, testing, servicing, repair, cleaning, restoration, renovation or adjustment
- h) while lent or hired out to or being used by anyone other than **You** or an **Employee**
- i) any consequential losses or any costs of replacing or reinstating data or re-writing documents.

Section 6 – Property Damage All Risks

Section Definitions

Business Equipment

- a) Machinery, plant and all other contents (other than Landlord's Fixtures and Fittings, Tenants' Improvements and **Stock**) whilst in or on the buildings, including:
 - i) fixed glass and sanitaryware
 - ii) contents in the open yards
 - iii) deeds, documents, manuscripts and business books, but only for the cost of the materials and clerical labour expended in reproducing such records
 - iv) computer systems records, but only for the cost of the materials and of clerical labour and computer time expended in reproducing such records, for an amount not exceeding £10,000 in total
 - v) patterns, models, moulds, plans or designs and in so far as they are not otherwise insured
 - vi) **Employees'**, directors' and visitors' personal effects of every description (other than motor vehicles), for an amount not exceeding £500 for any one person
 - vii) rare books or works of art not exceeding £2,500 any one item or £10,000 in total.
- b) Computer and ancillary electrical office equipment including associated data carrying materials (other than programs or information recorded on such materials belonging to **You** or held by **You** in trust and for which **You** are responsible.

Property/Property Insured

Business Equipment and Stock

We agree to accept the heading under which any property or other item has been entered in **Your** books.

Stock

All stock and materials in trade including finished stock and work in progress belonging to **You** or held by **You** in trust and for which **You** are responsible, whilst in the buildings.

The Perils

1. Fire

excluding **Damage**

- a) caused by explosion resulting from fire
- b) caused by earthquake or subterranean fire
- c) caused by its own spontaneous fermentation or heating, or its undergoing any heating process or any process involving the application of heat
- d) to that portion of any item of **Business Equipment** caused by its own self-ignition, over running, excessive pressure, short circuiting, self-heating or leakage of electricity.

2. Lightning

3. Explosion

excluding **Damage**

- a) caused by the bursting of any boiler, economiser or other vessel, machine or apparatus belonging to **You** or under **Your** control in which internal pressure is due to steam only
- b) to any vessel, machine or apparatus or its contents resulting from the explosion, but this shall not exclude **Damage** caused.

4. Aircraft

or other aerial devices or articles dropped from them

5. Riot, Civil Commotion, Strikers, Locked Out Workers, Persons Taking Part in Labour Disturbances or Malicious Persons

excluding **Damage**

- a) arising from nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
- b) arising from cessation of work
- c) i) by theft or attempted theft
 - ii) in respect of any building which is **Vacant or Unoccupied**

caused by malicious persons not acting on behalf of or in connection with any political organisation, but **We** will pay for such **Damage** caused by fire or explosion.

6. Earthquake

7. Subterranean Fire

8. Storm, Tempest or Flood

excluding **Damage**

- a) attributable solely to change in the water table level
- b) by frost, subsidence, ground heave or landslip
- c) in respect of fences, gates or moveable property in the open
- d) to open-fronted or open-sided buildings or to the **Property Insured** inside.

9. Escape of Water from any Tank, Apparatus or Pipe

excluding **Damage**

- a) by water discharged or leaking from any automatic sprinkler installation
- b) in respect of any building which is **Vacant or Unoccupied**.

10. Impact by any Road Vehicle or Animal

11. Sprinkler Leakage

accidental escape of water from any automatic sprinkler installation in the **Premises** excluding **Damage** caused by:

- a) freezing whilst the building is **Vacant or Unoccupied**
- b) explosion, earthquake, subterranean fire or heat caused by fire.

12. Theft or Attempted Theft

involving forcible and violent entry to or exit from the buildings or hold-up by violence or threat of violence to **You** or any of **Your** partners, directors, **Employees** or members of their families or any other person who has a legal right to be on the **Premises** excluding **Damage**:

- a) expedited or in any way brought about by **You** or any of **Your** partners, directors or **Employees** or any other person who has a legal right to be on the **Premises**
- b) to **Money**, deeds, securities, jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books unless such property is specifically described in **Your Schedule**
- c) to property in the open or in open sided or fronted buildings or in buildings not on permanent foundations.

13. Subsidence, Ground Heave or Landslip

of any part of the **Premises** in which the **Property Insured** is located excluding **Damage** caused by:

- a) collapse, cracking, shrinkage, expansion or settlement of buildings or any part of them
- b) coastal or river erosion
- c) defective design or workmanship or the use of defective materials including inadequate construction of foundations
- d) settlement or movement of made-up ground
- e) the normal settlement or bedding down of new structures
- f) **Damage** to solid floor slabs or resulting from their movement unless the foundations beneath the external walls of the buildings are **Damaged** at the same time and from the same cause
- g) **Damage** to yards, car parks, roads, pavements, landlords fixtures and fittings, security lighting and cameras, walls, gates, fences, fixed fuel oil tanks and fixed diesel tanks, piping, ducting, cables, wires and associated control gears and accessories, paved areas or footpaths
- h) **Damage** which originates prior to the inception of this cover
- i) demolition, construction, structural alteration or repair to any buildings or groundworks or excavation at the same **Premises**
- j) Fire, Explosion, Storm, Tempest, Flood, Escape of Water and Sprinkler Leakage.

Special Condition

You must notify **Us** immediately **You** become aware of any demolition, groundworks, excavation or construction being carried out on the same or any adjoining site. **We** shall then have the right to vary the terms or cancel cover in respect of subsidence, ground heave or landslip.

14. Accidental Damage

excluding **Damage**

- a) caused by, or consisting of, or arising from, or attributable to any of the:
 - i) **The Perils**
 - ii) exclusions to **The Perils** (other than Accidental Damage) whether **The Perils** are insured or not
- b) caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, frost, its own faulty or defective design or materials but this shall not exclude **Damage** which itself results from a cause not otherwise excluded
- c) caused by or consisting of faulty or defective workmanship, operational error or omission by **You** or any of **Your Employees** but this shall not exclude
 - i) such **Damage** not otherwise excluded which itself results from an insured **Peril**
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded
- d) following Acts of fraud or dishonesty by any of **Your** partners, directors or **Employees** but this shall not exclude such **Damage** not otherwise excluded which itself results from **The Perils** (other than Accidental Damage)
- e) caused by or consisting of corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects, change in temperature, colour, flavour, texture or finish but this shall not exclude
 - i) such **Damage** not otherwise excluded which itself results from **The Perils** (other than Accidental Damage)
 - ii) subsequent **Damage** which itself results from a cause not otherwise excluded
- f) consisting of:
 - i) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
 - ii) mechanical or electrical breakdown or derangement in respect of the any machine, apparatus or equipment in which such breakdown or derangement originates but this shall not exclude such **Damage** which itself results from other **Damage** and is not otherwise excluded, or subsequent **Damage** which itself results from a cause not otherwise excluded
- g) caused by disappearance, unexplained or inventory shortage or the misfiling or misplacing of information
- h) to any building or structure caused by its own collapse or cracking, but this shall not exclude such **Damage** resulting from other **Damage** in so far as it is not otherwise excluded
- i) in respect of fences, gates and moveable property in the open caused by wind, rain, hail, sleet, snow or dust
- j) to the **Property Insured** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, service or repair
- k) in respect of
 - i) jewellery, precious stones or precious metals, bullion, furs, curiosities, works of art or rare books
 - ii) property in transit
 - iii) glass (other than fixed glass), sanitaryware (other than fixed sanitaryware), china, earthenware, marble or other fragile or brittle objects
 - iv) **Money**, bonds or securities of any description but this shall not exclude other **Damage** in so far as it is not otherwise excluded
- l) to
 - i) vehicles licensed for road use (including accessories on them), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
 - ii) property or structures in course of construction or erection and materials or supplies in connection with all such property or structures
 - iii) land, roads, pavements, piers, jetties, bridges, culverts or excavations
 - iv) livestock, growing crops or treesbut this shall not exclude such property if specifically described in **Your Schedule**
- m) by theft or attempted theft

15. Escape of Oil from any Fixed Heating Installation

excluding

- a) **Damage** in respect of any the **Property Insured** in any **Vacant or Unoccupied** building
- b) **Damage** unless caused by a sudden identifiable unintended and unexpected incident which has taken place in its entirety at a specific time and place during the **Period of Insurance**
- c) the value of the oil lost.

Vacant or Unoccupied

Any building or part of any building which is empty or unfurnished or untenanted or no longer in active use by **You** for a period exceeding 30 consecutive days.

The Cover

We will pay **You** for **Damage** to the **Property Insured** at the **Premises** caused by any of **The Perils**.

We will pay **You** the value of the **Property Insured**:

- a) at the time of its **Damage**, or
- b) the amount of the **Damage** at the time of the **Damage**, or
- c) at **Our** option reinstate or replace such Property or any part of it in accordance with the following **Basis of Claims Settlement**.

Provided that **Our** liability in any one **Period of Insurance** shall in no case exceed the total sum insured or in respect of any item its sum insured or any other stated Limit of Liability.

Basis of Claims Settlement

Each item of **Property Insured** under this section is similarly but separately subject to **General Condition-Underinsurance** (Average)

In the event of **Damage** to **Property Insured** by this section the basis upon which the amount payable will be calculated is as follows:

Business Equipment

The full cost of replacement as new which requires the carrying out of the following work where such property is:

- a) destroyed or lost, its replacement by similar property in a condition equal to but not better or more extensive than its condition when new
- b) **Damaged**, the repair of the **Damage** and the restoration of the **Damaged** portion of the property to a condition substantially the same but not better or more extensive than its condition when new.

Special Provisions

- a) the replacement must be carried out without undue delay and in any case must be completed within twelve months of the loss or **Damage** occurring or such further time as **We** may (during the twelve months) in writing allow otherwise the basis of settlement will revert to Indemnity
- b) when the **Business Equipment** is only partially **Damaged** **We** will pay no more than the sum representing the cost, which **We** could have been called upon to pay for the replacement if such property had been wholly destroyed
- c) no payment beyond Indemnity will be made until the cost of replacement has been actually incurred
- d) for the purpose of this basis of settlement **General Condition – Underinsurance (Average)** is cancelled and replaced by the following:

If at the time of replacement of any item the sum representing 85% of the cost which would have been incurred in replacement if the whole of the property covered by such item had been destroyed or lost exceeds the sum insured on that item at the time of the loss or **Damage** **You** will be considered as being **Your** own insurer for the difference between the sum insured and the sum representing the cost of reinstatement (or replacement) of the whole of the property and shall bear a rateable proportion of the loss or **Damage** accordingly.

Stock

The cost price of replacing the goods at the time of the **Damage**.

Maximum Amount Payable

The most **We** will pay in respect of any one **Occurrence** will not exceed the sum insured stated against each item or the total of all sums insured stated against all items insured by this section as shown in **Your Schedule**.

Section Conditions

Key Security

It is a condition precedent to **Our** liability for any claim resulting from fire, theft or malicious damage, **You** always ensure, whenever the **Premises** are closed for business or left unattended that:

- a) all security devices are put into full and effective operation
- b) keys and all details of any codes or combinations relating to any part of the intruder alarm installation and any safe or strongroom are removed from the **Premises**.

If **You** live on the **Premises**, they must be removed to a secure place in the residential part of the **Premises**.

Storage

Business Equipment and **Stock** which are moveable in any basement or cellar must be raised at least 10 centimetres above the floor.

Waste

You must ensure that:

- a) all hazardous and/or combustible trade waste from manufacturing processes such as sawdust, shavings, clippings or cuttings be swept up and bagged daily and removed from the building at least once a week.
- b) all waste stored external to the building pending collection should be stored in:
 - i) non-combustible, closed, lidded containers or
 - ii) waste containers kept at least 5 metres from any building or other property and removed from the **Premises** when the containers are full.
- c) all oily and/or greasy waste and cloths which remain in the buildings overnight be kept in metal lidded containers.

Section Extensions

Alterations and Additions

The insurance in respect of **Business Equipment** extends to include cover for capital additions, alterations and improvements subject to the following conditions:

- a) **You** shall declare to **Us** the date and value of such capital additions, alterations and improvements at intervals of not more than 6 months and shall pay an appropriate additional premium from the time such additional cover applies;
- b) the maximum additional cover granted by this extension shall not exceed 10% of the total sum insured under or £100,000 whichever the lesser;
- c) this extension does not include cover for appreciation in value.

Changing Locks

This section extends to include costs incurred by **You** as a result of the necessary replacement of locks, if any of the keys of the **Premises** are stolen from the **Premises** or from the homes of principals, partners, directors or authorised **Employees**, provided that if such keys relate to a safe or strongroom they shall not be left on the **Premises** outside **Your** normal business hours.

The maximum amount **We** will pay will not exceed £1,000 in respect of any one **Occurrence**. The **Excess** as stated in **Your Schedule** does not apply in respect of this extension.

Contract Price

In respect only of goods sold but not delivered, for which **You** remain responsible under the terms of a contract of sale, where such contract of sale is cancelled following **Damage** by reason of its conditions, either wholly or to the extent of the **Damage**, cover will be based on the contract price.

For the purpose of this clause the value of all goods to which this basis of settlement could apply in the event of **Damage** will also be ascertained on this basis.

Customers Goods

If **You** have intimated to **Your** customers that **You** will accept responsibility for **Damage** to the goods or to goods for which such customers may be legally responsible, **We** agree that all such goods in the **Premises** will be covered as **Stock** except in so far as they are more specifically insured.

Damage to Surfaces

This section extends to include the costs of restoration following **Damage** to the surfaces of car parks, yards, roadways and similar surfaces adjacent to the buildings for which **You** are responsible.

The maximum amount **We** will pay will not exceed £5,000 in respect of any one **Occurrence**.

Dismantling and Re-erection Costs

The insurance in respect of **Contents** includes the costs of dismantling, re-erection, fitting and fixing of machinery and plant following **Damage**.

Drain Clearing

This section extends to include cover for reasonable expenses necessarily incurred by **You** in clearing, cleaning and/or repairing following **Damage** to drains, gutters and sewers for which **You** are legally responsible.

The maximum amount **We** will pay will not exceed £2,500 in respect of any one **Occurrence**.

Fixed Glass Neon and Illuminated Signs

Cover extends to include **Damage** to fixed glass, glass shelves, showcases and counter cases, mirrors and neon/illuminated signs.

Following **Damage** to fixed glass or neon/illuminated signs **We** will pay the cost of:

- a) any necessary boarding up or temporary glazing pending full replacement
- b) replacing alarm foil, lettering, painting, embossing, silvering or other ornamental work on glass
- c) **Damage** to **Business Equipment** or **Stock** caused by broken glass
- d) removing and re-fixing window fittings and other obstacles to replacing broken glass
- e) removing and re-fixing window fittings and other obstacles to replacing broken fixed glass.

We will not pay for **Damage**

- a) in respect of neon and illuminated signs:
 - i) arising from adjustment, repair, dismantling or erection of any part of the sign, or whilst such sign is removed from its normal working position
 - ii) arising from mechanical breakdown of the sign or any part of the sign
 - iii) to any part of the sign by its own ignition electrical breakdown or burn out
 - iv) to tubes unless the glass is fractured
- b) existing prior to the inception of this section
- c) for the first £100 of every loss.

Landscaped Grounds

This section extends to include cover for reasonable expenses necessarily incurred by **You** in making good the landscaped grounds of the **Premises Damaged** by the Fire Brigade or any other Emergency Service in consequence of **Damage to Property Insured**.

The maximum amount **We** will pay will not exceed £5,000 in respect of any one **Occurrence**.

Loss of Metered Utility Charges

This section extends to include cover for additional water, gas, electricity, oil or other metered supply charges incurred by **You** following **Damage** at the **Premises**.

We shall not be liable for any such charges incurred by **You** in respect of any **Vacant or Unoccupied** building.

The basis upon which the amount payable is to be calculated shall be the amount of the suppliers charges for the period during which **Damage** occurs, less the charge made to **You** for the corresponding period in the preceding year, adjusted for changes in the suppliers' charges and for variations affecting the supply consumption by **You** during the intervening period.

The maximum amount **We** will pay will not exceed £2,500 in respect of any one **Occurrence**.

Other Interests

In the event of **You** having property under the terms of any hire purchase or similar form of agreement then the interest of such parties is noted in this Insurance, and the nature and extent of such interest is to be declared to **Us** following **Damage**.

Property at Exhibitions

This section extends to include cover for the **Property Insured** following **Damage** to such property at any exhibition in any building within the **Territorial Limits** including whilst in transit to and from such exhibition

The maximum amount **We** will pay will not exceed £5,000 any one **Occurrence**.

Removal of Debris Costs

The sums insured for the **Property Insured** include an amount in respect of removal of debris costs. Cover applies only to those costs necessarily and reasonably incurred in consequence of **Damage** in:

- a) removing debris
- b) dismantling and demolishing
- c) shoring up or propping
- d) clearing, cleaning and/or repairing drains, gutters and sewers for which **You** are responsible.

We will not pay for any costs or expenses:

- a) incurred in removing debris other than from the site of such **Damage** and the area immediately adjacent to such site
- b) arising from **Pollution** or **Contamination** of property not insured by this section.

Services

The cover for **Business Equipment** includes telephone, gas, water and electric instruments, meters, pipes, ducts, cables and the associated accessories including similar property in adjoining yards or roadways or underground and pertaining to the **Business Equipment** belonging to **You** or for which **You** are legally responsible.

Temporary Removal

Business Equipment is covered whilst temporarily removed for cleaning, renovation, repair or similar purposes to any address elsewhere than at the **Premises**, including whilst in transit, within the **Territorial Limits**.

We will not pay for:

- a) any property more specifically insured
- b) **Damage** to vehicles licensed for road use, in so far as they are insured by this section, occurring elsewhere than at the **Premises** from which such vehicles are removed

The maximum amount **We** will pay will not exceed 15% of the total value of **Business Equipment**.

Temporary Removal of Documents

If deeds and other documents (including stamps on them), manuscripts, plans and writings of every description, books and other business records are included in the **Property Insured**, such items are covered whilst temporarily removed to any address elsewhere than at the **Premises**, including whilst the **Territorial Limits**.

We will not pay for such items more specifically insured.

The maximum amount **We** will pay will not exceed 15% of the total value of **Property Insured**.

Theft Damage to Buildings

This section extends to include **Damage** to **Buildings** for which **You** are legally responsible as a result of theft or attempted theft involving forcible and violent entry to or exit from **Buildings** at the **Premises**.

The maximum amount **We** will pay will not exceed £25,000 arising out of any one **Occurrence**. Provided that **We** shall not be liable if such **Damage** is insured elsewhere.

Trace and Access

In the event of **Damage** during the **Period of Insurance** resulting from escape of water or fuel oil from any tank, apparatus or pipe, **We** will pay costs necessarily and reasonably incurred by **You** in locating the source of such **Damage**, and in the subsequent making good of **Damage** caused as a result of locating such source.

The maximum amount **We** will pay will not exceed £5,000 any one **Occurrence** and in the aggregate during any one **Period of Insurance**.

Workmen

Workmen shall be allowed on the **Premises** for the purpose of carrying out minor repairs, decorations or alterations without prejudice to this Insurance.

Special Extensions

Loss of Money (including PA/Assault)

Definitions

1. Business Money

Money held in connection with the **Business** belonging to **You** or for which **You** are legally responsible.

2. Loss of Limbs or Eyes

Physical Injury which solely and directly results in:

- a) loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm; or
- b) total and irrecoverable loss of all sight in one or both eyes.

3. Permanent Total Disablement

Physical Injury not resulting in death or **Loss of limb or Eye** which solely and directly results in permanent and absolute inability of **You** or an **Employee** to attend to any part whatsoever of **Your** occupation or any other occupation for which **You** are fitted by knowledge or training.

4. Physical Injury

Injury by accidental external violent and visible means sustained by **You** or an **Employee** in the course of the **Business** where such injury arises directly from assault with the intent of theft of **Money** insured by **Your Policy**.

The Cover

We will cover **You** in respect of any one loss of **Business Money** up to the amounts stated below:

- a) whilst in **Your**:
 - i) **Premises** or whilst in a bank night safe - £1,500
 - ii) custody or that of an authorised **Employee**, in transit to and from **Your Premises** and **Your** bank - £1,500
 - iii) **Premises** and not secured in a locked safe - £500
 - iv) **Premises** secured in a locked safe overnight - £1,500
- b) Mis-use of cards
arising from the fraudulent and unauthorised use of **Your** cheque or credits card issued in the UK - £500.
- c) **Damage** by theft or attempted theft to safes strongrooms tills and stamp franking machines – the cost of repair or replacement.

Exclusions

We will not cover **You** for

- a) the cost of preparing any claim
- b) any loss arising from fraud or dishonesty of **Your Employees** unless discovered within fourteen (14) days of the loss
- c) any loss covered separately by a fidelity guarantee policy
- d) shortage due to error or omission
- e) loss from an unattended vehicle
- f) loss from any coin operated machines or automated teller machine (ATM)
- g) loss arising in respect of outside the **Territorial Limits**
- h) any loss resulting directly or indirectly from forgery fraudulent alteration or substitution fraudulent use of a computer or electronic transfer
- i) loss resulting from use of any form of payment which proves to be counterfeit false fraudulent invalid uncollectable or irrecoverable for any reason.

Personal Accident and Assault

We will pay compensation to **You** or any **Employee** by way of Benefits (described below) occurring within 12 calendar months of the happening of **Physical Injury** for the following amounts:

Benefits

- a) Death - £1,500
- b) **Loss of Limbs or Eyes** - £1,500
- c) **Permanent Total Disablement** - £1,500

In addition, **We** will also pay compensation to **You** or any **Employee** for **Damage** to clothing or personal effects - £50 per person.

Conditions

- a) **Our** liability shall cease in respect of that person following payment of any claim under Benefits a) b) or c)
- b) all certificates information and evidence required by and in the form prescribed by **Us** will be provided at **Your** expense
- c) the injured person shall as often as required submit to medical examination on behalf of and at **Our** expense in connection with any claim.

Exclusions

We will not pay compensation to **You** or any **Employee**:

- a) for more than one of the Benefits in respect of any one person arising out of the same **Physical Injury**
- b) Benefits in respect of any person under 16 or over 70 years old.

Section Exclusions

We shall not be liable under this section for the amount of **Excess** as specified in the **Schedule**.

Section 7 – Business Interruption All Risks

Section Definitions

Business Interruption

Loss resulting from interruption of or interference with **Your Business** carried on at the **Premises** in consequence of **Damage** to Property.

Increased Cost of Working

The additional expenditure necessarily and reasonably incurred in order to minimise any interruption or interference with the **Business** during the **Indemnity Period**.

Indemnity Period

Period beginning with the **Occurrence** of **Damage** and ending not later than the **Maximum Indemnity Period** afterwards during which the results of the **Business** shall be affected in consequence of any **Damage**.

Maximum Indemnity Period

Maximum indemnity period shown in **Your Schedule**.

The Cover

We will pay **You** for **Business Interruption** by any of **The Perils** operative under the Property Damage All Risks Section of **Your Policy** and for which liability has been admitted (and not otherwise excluded) occurring at the **Premises** during the **Period of Insurance**.

Basis of Claims Settlement

Our liability under this section during any one **Period of Insurance** shall not exceed the sum insured.

We will pay **You** for **Increased Cost of Working** as indemnity in consequence of **Business Interruption**.

In calculating the most **We** will pay **You** adjustments will be made in accordance with the following clauses.

Accountants' Charges

If **Your** professional accountants produce any particulars or details required by **Us** from **Your** books of account or other business books or documents, or any other proofs, information or evidence under the General Claims Condition of this **Policy** **We** will pay **You** for reasonable charges that **You** need to pay **Your** professional accountants provided that the sum of such charges and any other amount payable under this section shall not exceed **Our** liability under this section.

Current Cost Accounting

For the purposes of this section, any adjustment implemented in current cost accounting shall be disregarded.

Payments on Account

We will make payments on account during the **Indemnity Period** if **You** so request subject to any necessary adjustment at the end of the **Indemnity Period**.

Value Added Tax

All terms in this section shall be exclusive of value added tax to the extent that **You** are accountable to the tax authorities for such tax.

Material Damage Proviso

Any payment by **Us** resulting from interruption of or interference with **Your Business** in consequence of **Damage** is subject to there being an insurance in force covering **Your** interest in the **Property Insured** at the **Premises** against such **Damage** and that:

- a) payment has been made or liability has been admitted for payment, or
- b) payment would have been made or liability would have been admitted for payment but for the operation of a proviso in such insurance excluding liability for claims below a specified amount.

Section 8 – Professional Indemnity

IMPORTANT NOTICE

This section operates on a claims made basis. This means that **we** will only provide cover as a result of **claims** or losses made against **you** and notified to **us** during the **period of insurance**.

Section Definitions

The following definitions apply to this section in addition to the General Definitions at the front of **Your Policy** and keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

Headings and notes are for information purposes only and are not to be construed as part of this section. Various words and phrases are used in this section and wherever they appear in bold, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:

Bodily injury

Death, bodily injury, illness or disease.

Circumstances

Any incident, occurrence, fact, matter or act which **You** become aware of that may result in a loss or **Claim** against **You**.

Claim(s)

Any verbal or written demand, notice or communication

- a) making a claim, counter claim, allegation, assertion or application for legal remedy
- b) containing reference to, or serving notice of intent to start legal proceedings
- c) invoking any pre-action protocol as set under the Civil Procedure Rules
- d) referring to arbitration, adjudication or complaint proceedings.

Contractual liability

Legal liability assumed by **You** under the express or intended terms of any contract or agreement that restrict **Your** right of recovery, or increase **Your** liability by law beyond that applicable in the absence of those terms.

Defence costs

Costs and expenses incurred by **Us**, or by **You** with **Our** written permission, in connection with the investigation, defence or settlement of any **Claim** against **You**, for which an award of damages is paid or may be payable under this section.

Documents

Any documents, information or data, including computer systems records and electronic data, which are **Your** property or are looked after by or deposited with **You** in the usual course of the **Business** and which **You** are responsible for, excluding bearer bonds, coupons, bank or currency notes and negotiable instruments.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic, electromechanical data processing or electronically controlled equipment and this includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Limit of indemnity

The amount shown in **Your Schedule** as the limit of indemnity.

Pollution or contamination

Pollution or contamination of buildings or other structures; or of water, land or the atmosphere.

Loss, damage or **Bodily Injury** directly or indirectly caused by the pollution or contamination.

Professional business activity

The professional services undertaken by **You**, or on **Your** behalf in connection with the **Business** or by any person or partner **You** have succeeded in the **Business**.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.

The Cover

Civil liability cover

We will pay the amount of damages and claimants cost and expenses, if a **Claim** is made as a result of civil liability in connection with the **Professional Business Activity**, provided the **Claim** is first made against **You** during the **Period of Insurance** and **We** are notified during the same **Period of Insurance** or within seven days after expiry.

Defence costs cover

We will pay **Defence Costs** but **We** will not cover costs and expenses for any part of a **Claim** not covered by this section.

Documents cover

We will pay reasonable costs and expenses for replacing or restoring **Documents**, up to a maximum of £50,000 during any one **Period of Insurance**, that have become lost or damaged in the conduct of the **Professional Business Activity**.

We will only pay if loss or damage

- 1 occurs whilst the **Documents** are in **Your** custody or control, in transit or entrusted by **You** to another party
- 2 is discovered by **You** and notified to **Us** during the **Period of Insurance**.

We will not cover **Documents** which are stored on a computer system, unless these **Documents** are duplicated on at least a daily basis with the intention that the duplicate can be used to restore the **Documents**, in the event of loss or damage.

Notification cover

You are required to notify **Us** of any **Claim** or **Circumstances** as soon as possible. Any **Claim** arising from **Circumstances** notified during the **Period of Insurance** and which is later made against **You** after the expiry of the **Period of Insurance**, will be considered to have been made against **You** during the **Period of Insurance** in which **You** first told **Us** of the **Circumstances**.

Limit of cover

The most **We** will pay as a result of damages and claimants costs and expenses, as a result of any one **Claim** made against **You**, is the **Limit of Indemnity**.

All **Claims** attributable to the same act, error or omission, or series of acts, errors or omissions, as a result of or arising directly or indirectly from the same source or original cause, will be regarded as one **Claim**.

If **We** cover more than one person, firm, company or organisation, **Our** liability to all, as a result of one **Claim**, will not be more than the **Limit of Indemnity**.

Any dishonesty or fraud, committed by a person or people acting together will be regarded as one **Claim**.

We will pay **Defence Costs** in addition to the **Limit of Indemnity**.

As a result of any **Claim(s)**, **We** may at any time pay the **Limit of Indemnity**, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment as a result of the **Claim(s)**.

Section Conditions

These conditions of cover apply only to this 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** will 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 of the loss which actually occurred in the circumstances in which it occurred.

Special claims procedures condition

You must inform **Us** as soon as possible within the **Period of Insurance** of

- 1 any **Claim** or possible **Claim** against **You**
- 2 the discovery of, or any reasonable suspicion that a person has acted dishonestly
- 3 the discovery of any loss of or damage to **Documents**
- 4 **Claims** or **Circumstances**

If **You** do not comply with this condition **You** will not be covered and **We** will not pay **Your Claim**.

Section Exclusions

Asbestos exclusion

We will not cover claims caused by or arising from:

- a) inhalation or ingestion of **Asbestos**
- b) exposure to or fear of the consequences of exposure to **Asbestos**
- c) the presence of **Asbestos** in any property or on land
- d) investigating, managing, removing, controlling or remediation of **Asbestos**.

Construction or installation exclusion

We will not cover any **Claim** arising from the conduct of the **Professional Business Activity** where **You** contract to undertake any construction, erection, installation or maintenance works, or manufacture or supply materials or equipment (other than project models or displays) in connection with such works.

Contractual liability exclusion

We will not cover **Contractual Liability**.

Controlling interest exclusion

We will not cover any **Claim** arising from or brought by a firm, company or organisation

- 1 with a financial interest in **You**
- 2 in which any of **Your** partners, directors or principals have a controlling interest unless a claim is brought against **You** by a source independent of such firm, company or organisation.

Date recognition exclusion

We will not cover **You** for any **Claim** arising out of the failure of electronic, electromechanical data processing or electronically controlled equipment or **Electronic Data**, to correctly recognise any given date, or to process data, or to operate properly due to failure to recognise any given date.

Directors liabilities exclusion

We will not cover any **Claim** made against **You** or **Your** directors, officers or trustees as a result of a breach of their duties.

Dishonesty or deliberate acts exclusion

We will not cover

- 1 any fraudulent or dishonest act or omission, committed or condoned by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to that person. **We** will not pay any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature
- 2 defamation, unless it can be shown that **You** acted in good faith, or **You** could not reasonably have known of or prevented a defamatory statement
- 3 any act, error or omission that **You** deliberately spitefully or recklessly commit, condone or ignore.

Employment disputes exclusion

We will not cover any **Claim** arising out of any kind of employment related dispute, or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective employee of **Yours**.

Excess exclusion

We will not cover the **Excess** shown in **Your** schedule. **You** will have to pay the **Excess** shown as a result of each **Claim**, except where the **Claim** is solely under the **Documents** cover. All **Claims** attributable to the same act, error, or omission, or series of acts, errors or omissions as a result of or arising directly or indirectly from the same source or original cause will be regarded as one **Claim**.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of a court.

Goods supplied exclusion

We will not cover any **Claim** arising out of any goods or materials **You** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **You** or on **Your** behalf.

Injury exclusion

We will not cover liability arising out of **Bodily Injury**

- 1 to any **Employed Person**, in the course of their employment by **You**
- 2 directly caused to any person as a result of any physical, mental or cosmetic treatment provided by **You**
- 3 to any person in circumstances not mentioned above, unless arising directly from a breach of a duty of care in the **Professional Business Activity**.

Insolvency exclusion

We will not cover any **Claim** arising out of or in connection with **Your** insolvency or bankruptcy (including any claim made by **Your** liquidator, provisional liquidator or administrator).

Internet activity exclusion

We will not cover any **Claim** arising out of

- 1 the management of financial transactions
- 2 obscene, blasphemous or pornographic material on the internet.

Joint venture exclusion

We will not cover any **Claim** arising from a partnership, venture or joint venture of which **You** are a member.

North America claims exclusion

We will not cover any **Claim** instituted or pursued

- 1 within the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada, or in which it is contended that the laws of the United States of America or Canada should apply
- 2 to enforce a judgment obtained in any Court of the United States of America or Canada, or any territories which come within the jurisdiction of the United States of America or Canada.

Pension and financial schemes exclusion

We will not cover any **Claim** arising from any fund, plan or scheme established or maintained to provide pension, trust or financial benefits to **You** or any employee of **Yours**.

Pollution, contamination and environmental exclusion

We will not cover any **Claim** directly or indirectly involving **Pollution or Contamination** or any environmental damage.

Prior claims or circumstances exclusion

We will not cover any **Claim**, loss or any **Claims Circumstances**

- 1 notified under any other **Policy** before the start of this section
- 2 known to **You** or for which **You** should have been aware, before the start of this section.

Property damage exclusion

We will not cover any **Claim** for loss of or damage to property unless directly arising from a breach of a duty of care in the **Professional Business Activity**.

Property ownership exclusion

We will not cover any **Claim** arising from the ownership, possession, leasing or use of any land or building, structure or any other property or goods, whether mobile or immobile.

Radioactive contamination exclusion

We will not cover any **Claims** directly or indirectly caused by or contributed to by, or resulting or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Retroactive cover exclusion

We will not cover any **Claim** arising from the provision of the **Professional Business Activity**, caused by or due to an act, error or omission prior to the retroactive date shown in **Your** schedule.

Terrorism exclusion

We will not cover any **Claim** directly or indirectly involving **Terrorism**.

Trading losses exclusion

We will not cover any **Claim** arising out of trading losses or trading liabilities incurred by **You** or any business managed or carried on by **You**.

Virus exclusion

We will not cover any **Claim** arising out of the transmission or receipt of a **Virus or Similar Mechanism**.

War risk exclusion

We will not cover

- 1** any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 2** confiscation, nationalisation, requisition or damage to property by or under the order of any government or public or local authority.

Section 9 – Legal Expenses

This is **Your** Commercial Legal Expenses Section, which is underwritten by Markel Legal Expenses Insurance.

How to contact us

To make a claim

If **You** need to make a **Claim** or let **Us** know about a situation that could lead to a **Claim**, **You** should contact **Us** as soon as possible providing **Your Policy** number and brief details of the circumstances by either:

a) telephoning **Us** on 0345 481 8863

or

b) writing to **Us** at

The Claims Department
Markel Legal Expenses Insurance
81-85 Station Road
Croydon
CR0 2AJ

or

c) emailing **Us** as at **LElclaimsuk@markel.com**

If **You** write to or email **Us** a claim form will be sent to **You** for completion which must be returned without delay.

To make a complaint

If **You** are not satisfied with any part of **Our** service then **You** should contact **Us** using the details in **Important information – How to make a complaint** and **We** will do **Our** best to resolve the problem.

To talk to us about your policy

If **You** need any help to fully understand what is covered under this Business Legal Expenses section please contact **Your** Insurance Broker or let **Us** know by either:

a) telephoning on 0345 350 1099

or

b) emailing **Us** at **LElunderwritersuk@markel.com**

For advice or stress counselling

The cover provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, the cover provides **Your Employees** with access to a 24/7 year-round stress counselling line. The telephone number to call is 0345 481 8863 and **You** will need **Your Policy** number to access the advice.

For legal resources, news and documents

To complement the legal advice line **You** have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit markellaw.co.uk and click the Markel Law Hub tab to log in using **Your Policy** number (token code) which can be found in **Your Policy** schedule.

Special or unusual conditions and terms

The section comes with some important conditions and terms that **You** need to be aware of:

Prospects of success

We will make **Our** decision on whether to cover **Your Claim** based on a legal opinion from **Your Representative** (and any professional advice **We** regard necessary) on whether **Your Claim** has at least a 51% chance of:

- a) successfully pursuing **Your** case and securing a legal and/or financial remedy
- b) not being found liable in a civil (not criminal) case against **You**
- c) being found not guilty in the defence of a criminal prosecution
- d) securing a significant reduction of **Your** punishment or fine if pleading guilty in a criminal prosecution
- e) successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above **We** will not provide cover.

Employment disputes

To maximise **Your** chances of having **Reasonable Prospects of Success** in employment disputes **We** strongly recommend that **You** call the legal advice line number shown at the following times and follow their advice:

- a) Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an **Employee's** contract of employment
- b) When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an **Employee** against action **You** have taken against them
- c) When an **Employee** resigns or walks out after expressing verbal or written dissatisfaction

Or at the very least comply with the ACAS code of conduct which the legal advice line can also advise **You** on.

Defined terms

Some of the words in this section have a specific meaning and **We** have highlighted these to **You** by showing them in bold print. Please see the **Defined terms** section at the end of this section to see what these words mean.

Our joint agreement

This is the agreement between **You** and **Us**.

Things we will do

We will provide the cover as written in this section for:

- a) Disputes under the **Sections of cover** shown as insured in **Your Policy** schedule
- b) **Costs** subject to the **Excesses** and the limits shown in **Your Policy** schedule
- c) **Claims** or notifiable circumstances notified to **Us** during **Your Period of Insurance** which are in connection with **Your** business description as stated in **Your Policy** schedule
- d) Disputes, legal proceedings or HMRC investigations that are or would be within the **Territorial Limits** as stated in **Your Policy** schedule

Things You must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **You** fail to do so, **We** may not pay **Your Claim**, or any payment could be reduced.

You must:

- a) pay the premium for **Your Policy**
- b) provide **Us** with a truthful account of **Your** circumstances and any extra information **We** ask for, to underwrite **Your Policy** and assess **Your Claim**
- c) tell **Us** as soon as possible if there is a change in **Your** circumstances such as:
 - i) any change of ownership of **Your** business
 - ii) if **Your** business is involved in a merger or the acquisition of another business
 - iii) any change in **Your** business description
 - iv) take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
 - v) minimise the cost and effect of any **Claim** by taking all reasonable steps to avoid unnecessary expense
 - vi) follow the **Claims** conditions of **Your Policy**

If **You** do not meet **Your** part of the agreement **We** may:

- a) Not cover all or part of **Your Claim** and **We** may recover any payments already made
- b) Increase **Your** premium or change the terms of **Your Policy**
- c) Cancel **Your Policy** and treat it as though it did not exist to begin with

Cover provided

Employment disputes

What is covered?

We will cover **Costs You** incur in the defence of an employment dispute between **You** and **Your Employee**, ex-**Employee**, interviewee/applicant to become an **Employee** over their contract of employment or over employment law or with a worker that alleges to be an **Employee** at the following stages:

1. ACAS Early Conciliation

Taking part in an ACAS Early Conciliation process.

2. Employment Tribunal response (ET3)

Setting out **Your** initial response to a claim (ET1) against **You** at an Employment Tribunal.

3. Pre-hearing review / Employment status disputes

Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an **Employee**.

4. Employment Tribunal hearing

Preparing for and representing **You** in a dispute with **Your Employee**, ex-**Employee** or interviewee/applicant to become an **employee** at an employment tribunal hearing or negotiating a settlement with them.

5. County or High Court proceedings

Preparing for and representing **You** in a dispute with **Your Employee**, ex-**Employee** or interviewee/applicant to become an **Employee** at the County Court or the High Court or negotiating a settlement with them.

What is not covered?

1. Employment Tribunal hearing and County or High Court proceedings

You have not followed either:

- a) the advice of the Market advice line at the following times:
 - i) Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an **Employee's** contract of employment which may be unfavourable to the **Employee**
 - ii) When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an **Employee** against action **You** have taken against them
 - iii) When an **Employee** resigns or walks out after expressing verbal or written dissatisfaction

or

- b) the ACAS code of practice on disciplinary and grievance procedures where applicable

What you need to know

A dispute with a worker alleging to be an **Employee** is only covered under **Sections of cover: ACAS Early Conciliation, Employment Tribunals response (ET3) and Pre-hearing review/Employment status disputes**. It will not be covered under **Sections of cover: Employment Tribunal hearing and County or High Court proceedings**.

Employment compensation awards

What is covered?

We will pay **Compensation** provided that at the time of a **Claim** under this section **You** have an accepted **Claim** under **Section of cover: Employment Tribunal hearing**.

1. Awards of compensation

Compensation You are ordered to pay by a Tribunal.

2. Settlement of a dispute

An amount agreed by **Us** in settlement of a dispute.

3. Tribunal fees

Any Tribunal fees **You** are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement that **You** have entered into with **Our** consent.

What is not covered?

We will not cover **claims** where:

1. All of Employment compensation awards

The Tribunal ordered **You** to reinstate an **Employee** and **You** failed to do so.

Property and landlord and tenant disputes

1. Property disputes

What is covered?

We will pay **Costs** to obtain damages or other legal remedy for:

- a) Trespass on **Your Property**
- b) Nuisance from another affecting **Your Property**
- c) The defence of another's claimed right of way over **Your Property**
- d) **Your** use of a right **You** have over another's **Property** as recorded in the title documents of **Your Property**
- e) Pursuing another for physical damage to **Your Property** not recoverable under another insurance **Policy**

What is not covered?

We will not cover **Claims** where:

- a) There is a dispute over a contract
- b) The other party's argument is that they own some or all of **Your Property**
- c) There is a dispute over rights to or over another's **Property** which is alleged to have arisen through **Your** use or occupation over a length of time

2. Disputes with your landlord

What is covered?

We will pay **Costs** to obtain damages or other legal remedy for:

- a) **Your** landlord's failure to maintain or repair **Your Property** as required by the written terms of **Your** lease or tenancy
- b) An allegation by **Your** landlord that **You** failed to maintain or repair the **Property** as required by the written terms of **Your** lease or tenancy
- c) The defence of a demand for dilapidations at the expiry of **Your** lease or tenancy
- d) The defence of an attempt by **Your** landlord to end **Your** lease or tenancy early and remove **You** from **Your Property**

What is not covered?

We will not cover **Claims** where there is a dispute arising out of **Your** failure or alleged failure to pay any money to **Your** landlord, unless payment was withheld due to **Your** landlord's failure to maintain or repair **Your property**.

3. Disputes with your tenant

What is covered?

We will pay **Costs** to obtain damages or other legal remedy for:

- a) **Your** tenant's failure to maintain or repair **Your Property** as required by the written terms of **Your** lease or tenancy
- b) An allegation by **Your** tenant that **You** failed to maintain or repair **Property** as required by the written terms of **Your** lease or tenancy
- c) Pursuing **Your** tenant for disputed dilapidations at the expiry of **Your** lease or tenancy

What is not covered?

We will not cover **Claims** where there are dilapidations unless **You** have served a notice of dilapidations on **Your** tenant and **You** have an independent expert valuation of the dilapidations which must be obtained at **Your** own expense.

4. Eviction

What is covered?

We will pay **Costs** to obtain damages or other legal remedy for:

- a) The eviction of **Your** tenant or **Your Employee** or ex-**Employee** from **Your Property**

What is not covered?

We will not cover **Claims** where **You** have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the **Property**.

1. All of Property and landlord and tenant disputes

What is not covered?

We will not cover **Claims** where:

- a) There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement
- b) **You** will not suffer a financial loss or the value of **Your Property** would not be reduced
- c) **You** have not made a **Claim** under **Your** buildings or contents **Policy** and if relevant, under a business interruption or equivalent **Policy** following damage or nuisance affecting **Your Property**
- d) There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
- e) There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of **Property**
- f) **You** have failed to fully maintain suitable buildings and if needed contents insurance

Criminal defence

1. Interview under caution

What is covered?

We will pay **Costs** for **Your**:

- a) Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority

What is not covered?

We will not cover **Claims**:

- a) Where **You** are required by the Police to immediately attend an interview under caution at a Police Station

2. Prosecution defence

What is covered?

We will pay **Costs** for **Your**:

- a) Defence of a criminal prosecution once **You** receive a summons accusing **You** of a criminal offence

What is not covered?

We will not cover **Claims**:

- a) Where **You** are alleged to have committed:
 - i) a motoring offence
 - ii) an assault or sexual offence
 - iii) fraud, dishonesty or criminal damage
- b) Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
- c) For **Your Employee**, director or a partner of **Your** business if **You** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007
- d) Where there is an allegation **You** are responsible for damage or loss caused by seepage, pollution or contamination of any kind

3. Motor offences

What is covered?

We will pay **Costs** for **Your**:

- a) Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by **Your** director or business partner of **Your** business to carry out essential business activities
- b) Defence of a criminal prosecution for tachograph or weight offences

What is not covered?

We will not cover **Claims**:

- a) Where there is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment

What you need to know

We won't pay any costs or fines that **You** are ordered to pay by a criminal Court

Tax protection

1. Aspect enquiry

What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC) in the following circumstances:

- a) When HMRC issues a formal notice to **You**, **Your** director or to **Your** business partner to carry out an aspect enquiry into a part(s) of **Your** income or corporation tax Self Assessment return

2. Full enquiry

What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC) in the following circumstances:

- a) When HMRC issues a formal notice to **You**, **Your** director or to **Your** business partner to examine all of **Your** financial records income or corporation tax

3. National Insurance and PAYE disputes

What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC) in the following circumstances:

- a) When HMRC expresses dissatisfaction with **Your** p11ds or p9ds or **Your** PAYE and/or NIC affairs following an employer compliance visit by HMRC

4. Current tax year enquiry

What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC) in the following circumstances:

- a) Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **Your** business records, assets or premises

5. VAT disputes

What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC) in the following circumstances

- a) Over alleged failure to pay VAT

What is not covered?

1. All of Tax protection

We will not cover **Claims** where:

- a) There is not a reasonable prospect of reducing the liabilities alleged by HMRC
- b) Tax returns are late or where **You** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
- c) There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
- d) There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
- e) There is an allegation of tax avoidance

Regulatory compliance

1. Enforcement notices

What is covered?

We will pay **Costs** (or **Compensation** for: **Data protection compensation** of this Section) for **Your**:

- a) Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency

2. Abatement notice appeals

What is covered?

We will pay **Costs** (or **Compensation** for: **Data protection compensation** of this section) for **Your**:

- a) Appeal against an abatement notice issued by a local authority for a statutory nuisance

What is not covered?

We will not cover **Claims**:

- a) Where there is more than one **Claim** in the **Period of Insurance**
- b) Connected to or arising from planning applications, decisions or disputes

3. Licence appeals

What is covered?

We will pay **Costs** (or **Compensation** for: **Data protection compensation** of this section) for **Your**:

- a) Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence **You** need to carry out **Your** business activity as stated in **Your Policy** schedule

What is not covered?

We will not cover **Claims**:

- a) For appeals arising from or connected to a change in the law or regulation
- b) For the **Costs** of complying with a notice or order
- c) Involving driving or property licences
- d) Where **You** have failed to comply with recommendations or warnings from **Your** regulator

4. Disciplinary hearings

What is covered?

We will pay **Costs** (or **Compensation** for: **Data protection compensation** of this section) for **Your**:

- a) Representation of **Your** director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration or accreditation would stop **You** carrying out **Your** business activity as stated in **Your Policy** schedule

What is not covered?

We will not cover **Claims**:

- a) For healthcare, medical or alternative therapy registrations or accreditations

5. Data protection defence

What is covered?

We will pay **Costs** (or **Compensation** for: **Data protection compensation** of this section) for **Your**

- a) Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

6. Data protection compensation

What is covered?

We will pay **Costs** (or **Compensation** for: **Data protection compensation** of this section) for **Your**:

- a) Liability for **Compensation** as a result of holding, losing or unauthorised disclosure of data provided that at the time of a **Claim** under this section of cover **You** have an accepted **Claim** under section of cover: Data protection defence of **Your Policy**

What is not covered?

We will not cover **Claims**:

- a) Where the party **You** are in dispute with has not suffered a specific financial loss

Court attendance costs

1. Jury service

What is covered?

We agree to pay:

- a) The amount of money per day **You** pay **Your Employee** (including a director or partner in **Your** business) each day they attend jury service at a Court, less any recovery from the Court

2. Witness attendance allowance

What is covered?

We agree to pay:

- a) The cost of **Your Employees** attending Court as witnesses on **Your** behalf at the request of **Your Representative** provided that at the time of a **Claim** under this **section** of cover **You** have an accepted **Claim** for this Court appearance under this **Policy**

What is not covered?

We will not cover **Claims** for:

- a) Expert witnesses
- b) Salaries or wages
- c) **Costs** which could be claimed from a prosecuting authority

Employee extra protection

1. Pension trustee defence

What is covered?

We agree to pay **Costs**:

- a) To defend directors and/or partners in **Your** business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of **Your Employees**

2. Wrongful arrest

What is covered?

We agree to pay **Costs**:

- a) To defend civil legal proceedings against **Your Employee** including directors and/or partners in **Your** business in respect of allegations of detaining somebody against their will

What is not covered?

We will not cover **Claims**:

- a) Where the allegations were made by a worker or ex-worker of **Yours**

3. Personal Injury

What is covered?

We agree to pay **Costs**:

- a) For **Your Employee** including directors and/or partners in **Your** business to pursue a claim for damages for physical bodily injury suffered carrying out **Your** business activity (as stated in **Your Policy** schedule) which was caused by an actual or alleged act or omission of another party

What is not covered?

We will not cover **Claims**:

- a) Where the legal case is or may be against **You**
- b) Where the injuries were suffered on **Your Property**

4. Discrimination defence

What is covered?

We agree to pay **Costs**:

- a) To defend **Your Employee** including directors and/or partners in **Your** business against an allegation of discrimination arising from **Your Employee's** conduct in carrying out **Your** business activity as stated in **Your Policy** schedule

What is not covered?

We will not cover **Claims**:

- a) For disputes with:
 - i) **Employees**
 - ii) Interviewees/applicants to become an **Employee**
 - iii) Ex-**Employees**

Contract disputes

1. Contracts for goods and services

What is covered?

We agree to pay **Costs** in a dispute with a **Contracting Party** over:

- a) A contract for the sale, hire or supply of goods and services

What is not covered?

We will not cover **Claims** in disputes:

- a) Over **Construction Contracts**

2. Contracts for construction and repairs

What is covered?

We agree to pay **Costs** in a dispute with a **Contracting Party** over:

- a) A **Construction Contract** (including any variations to the **Construction Contract**) for work undertaken on **Your Property** that is in writing and which states the:
 - i) Parties to the contract
 - ii) Date work is to commence
 - iii) Work to be done and the timescales for the work to be done
 - iv) Amount of money to be paid for the work and when it is to be paid

What is not covered?

We will not cover **claims** in disputes:

- a) Over construction projects estimated to cost more the **Maximum Construction Project Value**
- b) Where work commenced before the **Construction Contract** or a variation to **Construction Contract** was agreed
- c) Over **Construction Contracts** agreed or any work started before the inception of **Your Policy**, unless **You** had a policy that provided cover to the same effect as **Your Policy** and there was no break in cover, in which case, the inception date of the previous policy will apply
- d) Over **Construction Contracts** where **You** are carrying out the works
- e) If **Your** business is in the construction industry

3. All of Contract disputes

What is not covered?

We will not cover **Claims** in disputes:

- a) Below the minimum sum in dispute specified in **Your Policy** schedule which is amended to £2,500 In respect of **Contracts for Construction and Repair**
- b) Over undisputed debts unless the debt is at least 90 days overdue and **You** have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date
- c) Over guarantees
- d) Over contracts **You** enter into through an agent or which **You** have taken over from someone else by assignment
- e) Over franchise contracts
- f) Over hire purchase, credit agreements insurance or financial securities
- g) Over contracts of employment
- h) Over any tenancy agreement, lease or licence to use land or buildings

Construction contractors disputes

What is covered?

We will pay **Costs** in a contractual dispute with a customer or supplier domiciled within the **Territorial Limits** over a breach or an alleged breach of a **Construction Contract** at the following stages:

1. Adjudication

At an adjudication

2. County or High Court Construction Contract Dispute Proceedings

At the County Court or the High Court or negotiating a settlement

3. All of Construction contractors disputes

Provided that:

- a) The **Construction Contract** is in writing and signed by both parties and expressly stipulates:
 - i) The parties to the agreement
 - ii) The work to be done
 - iii) The timescales for commencing and completing the work
 - iv) The payment or set of rules by which the final price to be paid is calculated for the work done
- b) The **Construction Contract** was entered into after the start of **Your Policy**, or the start of an equivalent policy providing cover to the same effect as **Your Policy** with no break in cover between policies

What is not covered?

We will not cover **claims** concerning:

1. All of Construction contractors disputes

- a) A **Construction Contract** on **Your Property**
- b) Any **Costs** that **You** have a contractual obligation to pay
- c) Disputes below the minimum sum in dispute specified in **Your Policy** schedule
- d) Guarantees and warranties
- e) Where **You** do not have a direct contractual relationship with the party **You** are in dispute with
- f) Contracts **You** enter into through an agent or which **You** have taken over from someone else by assignment
- g) Over undisputed debts unless the debt is at least 90 days overdue and **You** have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date

What you need to know

Adjudication is only a suitable form of dispute resolution if the work concerns:

- a) Commercial premises
- b) Residential premises if the contract is not with a residential occupier or the intended residential occupier
- c) Residential premises where the terms of the contract require the dispute to be resolved at an adjudication

What is not covered by this Section?

We will not cover **You** for:

- a) The defence of civil legal proceedings concerning:
 - i) injury or disease including psychiatric injury and stress
 - ii) damage to or loss or destruction of **Property**
 - iii) an alleged breach of professional duty
- b) **Costs** incurred without or in excess of **Our** written consent
- c) Any **Claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of **Your Policy** and which has or which **You** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **Claim**
- d) Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
- e) Any dispute or legal proceedings in respect of which **You** are, or but for the existence of **Your Policy** would be entitled to indemnity under a legal aid certificate or representation order
- f) Disputes or legal proceedings between any parties specified as **You** in **Your Policy** schedule or with any parent, subsidiary or associated company or partner
- g) Any dispute **You** have with **Your Representative**, any party involved in the arrangement of **Your Policy** or with **Us**
- h) Any costs incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - i) breach of confidentiality
 - ii) passing off
 - iii) defamation or malicious falsehood
 - iv) the ownership or existence of any intellectual property rights
 - v) a judicial review
- i) Any **Costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **Your**:
 - i) intentional wrongdoing
 - ii) act or omission with negligent disregard as to its consequences
- j) Any **Costs** which **You** should or would have had to incur irrespective of any dispute
- k) Any benefit under this insurance to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- l) The VAT element of **Your Claim** if **You** are registered for VAT
- m) Any **Claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- n) Any **Claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

Claims conditions

There are conditions contained below which must be complied with or met for **Us** to provide cover under this Section.

1. How and when to make a claim

Contact details for The Claims Department can be found 'How to contact Us' at the beginning of this section.

We will only cover **Claims** that **You** tell **Us** about during **Your Period of Insurance**.

You must tell **Us** as soon as possible when **You** become aware of any cause, event or circumstance which does or may involve **You** and which has given, or may give rise to a **Claim**, dispute, legal proceedings or tax investigation.

Where **We** have accepted notification as described above, **We** will treat any later **Claim** regarding that notified cause, event or circumstance as though the **Claim** had been notified during the **Period of Insurance**.

We will send **You** an insurance claim form that must be completed and returned as soon as possible.

2. When we will agree to cover your claim

Our consent

We will only cover **Claims** where **You** have obtained **Our** consent in writing before incurring any **Costs**. **We** will give **Our** consent for **You** to incur **Costs** provided that **You** can satisfy **Us** throughout **Your Claim** that:

- a) It is reasonable and proportionate (in relation to **Your Claim**) to incur **Costs**
- b) There are **Reasonable Prospects of Success**, other than **Section of cover: Health and Safety defence - Interview under caution**

During the course of **Your Claim** if **You** no longer satisfy **Us** of the above, cover under **Your Policy** for **Costs** will be withdrawn and any **Costs** incurred awarded on or after the date of withdrawal will not be covered whether **We** previously agreed to them or not.

We will make **Our** decision on whether to cover **Your Claim** based on:

- a) A fully completed insurance claim form
- b) The information and documentation **We** reasonably request
- c) A legal opinion from **Your Representative** on whether **Your Claim** has **Reasonable Prospects of Success** and any professional advice **We** regard necessary

If **Your Claim** is accepted by **Us**, it does not always mean that all **Costs** will be paid, for example **We** will not cover **Costs** for things that are not directly relevant to **Your Claim**. **We** may also limit any cover **We** provide by time, amount or to a specific stage of legal proceedings in order to allow **Us** to review **Our** continued acceptance of **Your Claim**.

If after accepting **Your Claim**, it is shown that **Your Claim** has not been brought within the terms and conditions of **Your Policy**, no further cover will be provided and **We** will recover from **You** any **Costs** **We** have paid.

Counsel's opinion

At **Our** discretion **We** may also require **You** to obtain a legal opinion from Counsel at **Your** expense to satisfy **Us** that there are **Reasonable Prospects of Success** and it is reasonable and proportionate (in relation to **Your Claim**) to incur **Costs**.

If based on Counsel's opinion **We** are satisfied in respect of the above the reasonable **Costs** of obtaining that opinion will be paid by **Us** subject to the **Excess** and the limits shown in **Your Policy** schedule.

Claims rejected due to a lack of reasonable prospects of success

If **We** rejected **Your Claim** solely due to a lack of **Reasonable Prospects of Success**, **We** will pay **Costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of **Your Policy** if:

- a) **You** proceeded with the legal action which formed **Your Claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- b) **You** were defending, the judgment found **You** were not at fault
- c) **You** were pursuing, the judgment awarded **You** the remedy **You** were seeking at the time **We** rejected **Your Claim**
- d) **You** tell **Us** about it as soon as possible

Settlements

You must inform **Us** as soon as an offer of settlement is received and **You** must obtain **Our** consent before **You** make or respond to any offer of settlement.

In any settlement **You** must:

- a) Take into account the prospects of the case and likely future **Costs**
- b) Try to recover as much **Costs** as possible

If **You** unreasonably reject an offer of settlement which **We** recommend acceptance of or make an offer which **We** do not agree with, no further cover will be provided and **We** may seek to recover from **You** **Costs** **We** have paid.

At **Our** discretion, instead of covering **You** for **Costs**, **We** can choose to pay:

- a) The damages **You** are likely to be awarded by a Court or Tribunal or
- b) The amount of money being claimed against **You** or the amount of money the other party will settle for, whichever is the lesser

If **We** choose to do this, then **Your Claim** will end and no further payments of **Costs** will be made.

Co-operation

You must co-operate with **Us** and **Your Representative** at all times during the course of **Your Claim** this includes:

- a) Allowing **Us** and **Your Representative** to communicate directly with each other about **Your** case
- b) Providing a full and truthful account of **Your** case and with all necessary documentation or evidence
- c) Attending any meetings as required
- d) Instructing **Your Representative** to provide **Us** with information, documentation or evidence **We** require (even if privileged) and regular updates including when anything negatively affects the factors **We** took into account in accepting **Your Claim**.

Recovery of costs

If the outcome of **Your** case is that another party is found responsible for reimbursing **You** for some or all of **Your Costs**, **You** and **Your Representative** must make every effort to fully recover those **Costs** which **You** must pay to **Us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and **Costs** then a fair and reasonable proportion of that settlement will be treated as **Costs** and paid to **Us**.

If any money is recovered from the other party then that money will be treated as **Costs** and repaid to **Us** first until all **Costs** have been repaid to **Us**.

Payment of costs

A copy of all invoices for **Costs** **You** receive from **Your Representative** should be forwarded to **Us** within 30 days of the date the invoice was issued. If **We** require, **You** must ask **Your Representative** to send the **Costs** for assessment by a Court or Tribunal or to a **Costs** lawyer of **Our** choice.

You are responsible for the payment of all **Costs**. **We** will reimburse **You** for the **Costs** subject to the **Excesses** and the limits shown in **Your Policy** schedule. **We** may settle these **Costs** directly if **We** choose to do so.

Appeals

If **You** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **Your** favour, **We** will consider providing further cover if:

- a) **We** covered the initial legal proceedings that are being appealed as a **Claim** and cover was not withdrawn
- b) The grounds for the appeal were submitted to **Us** as soon as possible and before any deadline set by the Court or Tribunal

If **We** require, **You** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and choice of your Representative, Counsel and Experts

In all cases **Your Representative** will be appointed in **Your** name and on **Your** behalf.

We will choose a **Representative** to act on **Your** behalf other than at the point of an inquiry or legal proceedings where **You** will have freedom to choose **Your Representative** subject to **Us** approving **Your** choice.

You will also have freedom to choose **Your Representative** if there is a legal conflict of interest between **You** and **Us** subject to **Us** approving **Your** choice.

When selecting **Your Representative**, **You** must have regard to **Your** duty to minimise the cost of any **Claim**.

The name and address of **Your** chosen **Representative** must be notified to **Us** in writing. **We** will accept **Your** choice if:

- a) **We** are satisfied that **Your** chosen **Representative** will co-operate with **Us** and enable **You** to comply with the terms and conditions of **Your Policy**
- b) The **Representative** has the necessary experience to deal with the dispute
- c) The **Representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **Your** choice of **Representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

You must not enter into any agreement with **Your Representative** as to the basis of calculation of **Costs** without **Our** written consent.

If in any **Claim Your Representative** wishes to instruct **Counsel** or an expert the following must be submitted to **Us** for **Our** approval:

- a) The expert's or **Counsel's** name
- b) Details of their expertise
- c) Charging rates and estimated cost
- d) An explanation of the need for such instruction

Important information

Fraudulent Claims

If **You** or anyone acting on **Your** behalf make a fraudulent **Claim**, **We** will cancel **Your Policy** from the time the fraud took place, retain any premium and recover from **You** any amount **We** have paid towards the fraudulent **Claim**.

Dual insurance

If any **Claims** covered under **Your Policy** are also covered by another policy or would have been covered if **Your Policy** did not exist, **We** will only pay **Our** share of the **Claim** even if the other insurer refuses the **Claim**.

How to make a complaint about your policy

If **You** are not satisfied with any part of **Our** service then **You** should contact **Us** and **We** will do **Our** best to resolve the problem. **You** can contact **Us** at the following:

The Customer Services Manager
Markel Legal Expenses Insurance
20 Fenchurch Street
London EC3M 3AZ
Tel: 0345 350 1099
Email: LEIcomplaintsuk@markel.com

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute between **Us** that **We** cannot resolve through **Our** complaints process then **You** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel: 0800 023 4567 or 0300 123 9123

www.financial-ombudsman.org.uk

If the Financial Ombudsman Service cannot arbitrate over the dispute then **We** shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **You** and **Us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **We** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

How to make a complaint about the Markel advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **You** have a complaint about these telephone legal advice services **You** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then **You** should contact **Us** using the details in **Important information – How to make a complaint** and **We** will do **Our** best to resolve the problem.

Personal information/Privacy policy statement

The basics

We collect and use relevant information about **Your** business to provide insurance cover and to meet **Our** legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by several third parties in the insurance sector but only in connection with the insurance cover that **We** provide to **You**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **You** provide to **Us** in respect of **Your** insurance cover, in accordance with **Our** privacy notice and applicable data protection laws.

To enable **Us** to use individual's details in accordance with applicable data protection laws, **We** need **You** to provide those individuals with certain information about how **We** will use their details in connection with **Your** insurance cover. As such, **You** agree to provide each individual concerned this notice:

- a) on or before the date that individual becomes insured under **Your Policy** or
- b) the date that **You** first provide information about the individual to **Us**

We are committed to only using the personal information **We** need to provide **You** with **Your** insurance cover. To help **Us** achieve this, **You** should only provide to **Us** information about individuals that **We** ask for occasionally.

Want more details?

For more information about how **We** use personal information provided to **Us** please see **Our** full **Markel privacy notice**, a copy of which is available online at markelinternational.com/foot/privacy-policy or on request.

Contacting us and individual rights

Individuals have rights in relation to the information **We** hold about them, including the right to access their information.

Please contact **Us** at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ. If **You** are an individual wishing to exercise **Your** rights, to discuss how **We** use **Your** information or to request a copy of **Our** full Markel privacy notice.

Rights of third parties

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

Breach of sanctions

We provide no cover for any **Claim** if it means **We** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to **Your Policy** and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any **Claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom.

Defined terms

For the purpose of this Legal Expenses sub-section the following definitions will apply.

Any one claim

All **Claims** connected by the same:

- a) original cause, event, circumstance or related in time or;
- b) legal proceedings, tax enquiry, construction project or parties in dispute.

even if **You** are claiming under more than one section of cover under this section of **Your Policy**.

Claim

An insurance claim under this section

Co-insurance

The percentage of costs and/or compensation that is not covered by **Your Policy** after the **Excess** has been applied

Compensation

a) Employment compensation awards

Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination

b) Data protection compensation

You have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

Construction contract

A contract as defined by Section 104 and 105 of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of **Your Policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.

Contracting party

A person, firm or company with whom **You** have a direct contractual relationship

Costs

a) Own costs

The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **You** by **Your Representative**

b) Other party costs

In civil proceedings, the legal costs incurred by the party **You** are in dispute with that a Court or Tribunal orders **You** to pay or that **You**, with **Our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **You** are responsible for paying under the terms of a contract.

Employee

Any person under a contract of service with **You**

Excess

The initial amount of **Costs** as shown in **Your Policy** schedule that **You** must pay in a **Claim** before **We** will make any payment under **Your Policy** if **You**:

- a) Use **Our** choice of **Representative**
- b) Exercise **Your** freedom to choose **Your Representative** as described under **Claims Condition**: Instruction and choice of **Your Representative**, **Counsel** and experts

Maximum construction project value

The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in **Your Policy** schedule.

Period of insurance

The period during which insurance is provided by this section of **Your Policy** as shown in **Your Policy** schedule.

Policy

This insurance policy including the schedule and any endorsements that apply.

Property

Land (including walls) or buildings owned or occupied by **You** for which **You** are legally responsible.

Reasonable prospects of success

We will make **Our** decision on whether to cover **Your Claim** based on a legal opinion from **Your Representative** (and any professional advice **We** regard necessary) on whether **Your Claim** has at least a 51% chance of:

- a) Successfully pursuing **Your** case and securing a legal and/or financial remedy
- b) Not being found liable in a civil (not criminal) case against **You**
- c) Being found not guilty in the defence of a criminal prosecution
- d) Securing a significant reduction of **Your** punishment or fine in a criminal prosecution
- e) Successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above **We** will not provide cover.

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **You** and who agrees to comply with the terms of **Your Policy**. The chosen representative may not be a person employed by **You**.

Territorial limits

The regions as stated in **Your Policy** schedule

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. Claims will be handled by Markel Legal Expenses Insurance which is a separate legal entity to Markel International Insurance Company Limited.

You/Your

- a) The business(es) or individual(s) declared to **Us** and named in **Your Policy** schedule
- b) Under **Health and Safety defence and Licence appeals** **You** may request, **Your Employee**, or a director or a partner of **Your** business to be covered by **Your Policy** provided that under **Health and Safety defence** the same **Representative** acts for all.

