

MGAM Limited

# Contractors Combined Policy

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# Contractors Combined Policy

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

## The Agreement

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

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

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

In addition, there may be further documents as follows:

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

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

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

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

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

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

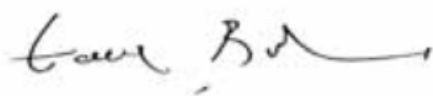
## Governing Law and Language

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

Unless **You** and **We** have agreed otherwise, this **Policy** shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

Unless otherwise agreed the contractual terms and conditions and other information relating to this **Policy** will be in English. If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurers**



Gary Burke. Executive Chairman  
Eaton Gate MGU Ltd

# Customer complaints

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

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

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

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

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

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

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

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

**You** can contact FOS at:

- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)
- Telephone: **08000 234 567** (Free for people phoning from a "fixed line" (for example, a landline at home).  
**0300 123 9 123** (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

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

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

If **You** are unsure whether FOS will consider **Your** complaint or for more information please contact the ombudsman directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

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

# Important Telephone Numbers

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

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

## CLAIMS LINE

[SEE SCHEDULE FOR DETAILS](#)

In all cases, please aim to contact us within one (1) hour of a loss but no later forty eight (48) hours. This is regardless or not if you wish to make a claim under this insurance.

If your loss was due to theft, attempted theft, riot, or vandalism please contact the police and obtain a crime reference number. This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim.

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

## ADVICE AND COUNSELING HELPLINES

[SEE SCHEDULE FOR DETAILS](#)

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

## LEGAL SERVICES WEBSITES

[SEE SCHEDULE FOR DETAILS](#)

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

# Important Information

## Data Protection

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

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

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

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

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

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

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

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

## Financial Services Compensation Scheme (FSCS)

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

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

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

## Employers' Liability Tracing Office

Certain information relating to **Your Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant),

will be provided to the Employers' Liability Tracing Office ("ELTO") and added to an electronic database, (the "ELTO Database"). This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis. The ELTO Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"): to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and to identify the relevant employers' liability insurance policies. The ELTO Database will be managed by ELTO. The ELTO Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

## Financial Sanctions

**We** are not able to provide any insurance cover or make any payments or other **Policy** benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

If any such prohibition or restriction takes effect during the **Period of Insurance**, **We** may cancel the **Policy** immediately by giving **You** written notice to **Your** last known address (see the Section 'Cancellation' of **Your Policy**).

## Rights of Third Parties

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

This does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under any law in any country in which this insurance applies.

## Document management

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

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

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

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

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

If **You** fail to tell **Us** or **You** delay telling **Us** about an incident that may lead to a claim and this increases our claim costs, **You** will become liable to pay the additional costs. It may also invalidate **Your** right to claim.

## Duties of Fair Presentation of a Risk under The Insurance Act 2015

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

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

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

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

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

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

This is not a full list and if You are in any doubt You should advise Us for Your own protection. If You do not tell Us about changes, Your insurance may not cover You fully or at all.

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

If You are not sure whether certain facts are relevant, please ask Your insurance broker or intermediary firm. If You do not tell Us about relevant changes, Your Policy may not be valid or the Policy may not cover You fully or at all (see Special Policy Conditions for full details of cover restrictions).

You should keep a written record (including copies of letters) of any information You give Us or Your insurance broker or intermediary firm.

## Misrepresentations of Material Facts under The Insurance Act 2015

Claims where You have not disclosed or You have misrepresented but We deem this was not deliberate or reckless:

- where a higher premium would have been charged, We will reduce the amount of the claim settlement proportionate to the premium We would have actually charged had the circumstances been disclosed;
- where additional terms would have been imposed by Us (other than terms relating to premium), We will consider the Policy on the basis that those different terms had applied from the date of the breach of duty;
- where We would not have entered into the Policy at all We can treat the insurance cover as void and cancel Your Policy as if it never existed from inception and refuse to pay all claims;
- We will return the premium You have paid to Us unless there is another reason why We should retain it (see the section 'Cancellation' of Your Policy).

Claims where We deem the misrepresentation or non-disclosure to be deliberate or reckless:

- We will have the option to treat the Policy as void (We can cancel Your Policy from inception and treat the insurance as though it had never existed);
- We can retain the full premium. Even if You have not paid Us the premium in full We shall be entitled to collect it from You.



## Fraudulent claims

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

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

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

# Cancellation

## Cancellation by You

**You** may cancel **Your Policy** at any time by contacting **Us**.

**You** have a legal right to cancel **Your Policy** within fourteen (14) days from the date of purchase or renewal or from the date which **You** receive **Your Policy Documentation**, whichever is the later. This provision is known as **Your** 'cooling off rights'.

To cancel at any time thereafter, please refer to the contact details provided in the **Schedule**.

Cancellation charges detailed in the **Schedule** apply and **You** may not be entitled to a full refund of **Your Policy** premium.

If **You** choose to cancel **Your Policy** and **You** have made a claim or an event that may lead to a claim has occurred during the **Period of Insurance**, the full annual premium will be due to **Us**.

## Cancellation by Us

**We** have the right to cancel **Your Policy** at any time if there is a valid reason. **We** may cancel this policy by sending **You** fourteen (14) days' notice by recorded post to **Your** correspondence address shown in the **Schedule**.

**We** will return any premium **You** have paid for any **Period of Insurance** left. **We** will not return any premium if the amount is less than twenty five pound (£25).

Valid reasons may include but are not limited to:

- **You** failing to co-operate with **Us** or send **Us** information or documentation as required by the terms of **Your Policy** where this significantly affects **Our** ability to process **Your** claim or deal with **Your Policy**;
- **You** provide **Us** with incorrect information and fail to correct this when **We** ask **You** to.
- **Your** circumstances change that mean **You** no longer meet **Our** criteria for providing cover under the **Policy**;
- **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.

If **You** pay the premium by instalments and an instalment remains unpaid after 14 days, **We** may cancel this **Policy** immediately from the date the last instalment was due.

If **We** cancel **Your Policy** on the grounds of fraud, the cancellation may be immediate and **We** may keep any amount **You** have paid. **We** may also tell the police about the circumstances.

If **We** cancel **Your Policy** and **You** have made a claim or an event that may lead to a claim has occurred during the **Period of Insurance**, the full annual premium will be due to **Us**.

# Policy Definitions

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

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

Also where the context requires:

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

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

## Business

Activities directly connected with the business shown in the **Schedule** conducted solely within the **Territorial Limits** and no other for the purposes of this **Policy** including:

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

## Contract

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

## Contract Site

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

## Contract Works

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

## Damage

Accidental material loss, destruction or damage.

## Data

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

records programs software or firmware code or series of instruction.

## Data Protection Regulations

Means:

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

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

## Denial of Service Attack

Any actions or instructions with the ability to damage interfere with or otherwise affect the availability of computer and electronic Business equipment or **Data** including but not limited to the generation of excess traffic into network addresses the exploitation of system weaknesses and the generation of excess or non-genuine traffic within between or amongst networks.

## Employee

Other than Section G (Commercial Legal Expenses) means:

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

## Endorsement

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

## Excess

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

## Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a **System** whether **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**.

## Flood

The escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers

lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding **Storm** and earthquake

### Goods

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

### Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

### Indirect Loss

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

### Insured, You, Your

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

### Insurer, Our, Us, We

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

### Period of Insurance

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

### Policy

The **Policy**, **Schedule** and any **Endorsements** attached or issued with it.

### Premises

The part of the premises at the address or addresses specified in the **Schedule** which **You** occupy for the purposes of the **Business** and otherwise occupied as offices and private dwelling rooms being built of brick stone or concrete and roofed with slates tiles concrete metal asphalt or sheets or slabs composed entirely of incombustible mineral ingredients unless otherwise agreed by **Us**.

### Property

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

### Proposal

The **Statement of Fact** and any additional information supplied to **Us** by **You** or on **Your** behalf.

### Schedule

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

### Settlement

Downward movement as a result of the soil being compressed by the weight of the **Buildings** within ten years of construction.

### Statement of Facts

This is a record of the statements that **You** made when applying for this insurance – in the case of the **Statement of Facts** it is a record of information provided by **You** to **Us** in the course of a telephone conversation or other media.

### Storm

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

### Terrorism

In respect of all Sections other than Sections A, B and C, means an act including but not limited to the use of force or violence and/or the 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, racial, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

In respect of Sections A, B and C only, means any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence Her Majesty's government in the United Kingdom or any other de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives.

### Territorial Limits

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

### Unattended Vehicle

A vehicle which is out of sight of the driver or more than one (1) minute's walking distance from the driver.

### 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.

# Section A – Employer’s Liability

## Definitions

Also refer to the definitions on pages 11 to 14 and elsewhere in the **Policy**. The following additional definitions apply to Section A and shall keep the same meaning wherever they appear in this Section:

## Compensation

All sums which the **Insured** or any **Employee** if cover is extended to such **Employee** shall be legally liable to pay as damages including interest thereon other than punitive, multiplied, exemplary, aggravated or liquidated damages fines or penalties.

## Costs and Expenses

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

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

## Geographical Limits

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

## Injury

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

## Offshore

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

## Cover

**You** must comply with special conditions to have the full protection of this Section. Non-compliance with these conditions could lead to a reduction in the amount **We** may pay in the event of the claims or may invalidate the claim completely. Please refer to the Special Conditions Section in this **Policy**.

### What is Covered

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

### What is not Covered

**We** will exclude liability arising out of:

- a) **Injury** to any **Employee** who is working visiting or travelling **Offshore**;
- b) any judgement award or settlement made within countries which operate under the laws of the United States of America, Canada or Australia (or to any order made anywhere in the world to

enforce such judgement award or settlement either in whole or part;

- c) any liability which is assumed by **You** by agreement unless such liability would have attached in the absence of such agreement;
- d) any liability for punitive multiplied or exemplary judgements awards or settlements or fines or penalties;
- e) any liability as a result of **Terrorism** but as far as concerns **Injury** as a result of **Terrorism** to any **Employee** which arises out of and in the course of employment or engagement by **You** the limit of liability under this Section shall not exceed £5,000,000.

Any liability for which compulsory motor insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other subsequent legislation amending or replacing such Act or Order and other compulsory road traffic act legislation whilst **Offshore**.

So far as concerns **Your** liability of that of any principal under a **Contract** and which would not have attached in the absence of such **Contract**, this Section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- f) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- g) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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

If **We** are required by compulsory insurance regulations to make a payment in respect of **Injury** occurring **Offshore** then our liability will not exceed £5,000,000 any one occurrence.

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## Extensions

Cover provided by this Section is extended to include:

What is Covered

What is not Covered



## A Court Attendance

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

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

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## B Health and safety at work

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

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

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

**We** shall not provide indemnity in respect of:

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

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

---

## C Indemnity to Principal

**We** will subject to the terms of this **Policy** indemnify at **Your** request any principal in respect of liability in respect of **Injury** or loss of or **Damage** to material **Property** to the extent that any **Contract** entered

into by **You** with such principal so requires provided that:

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

---

#### D Temporary Employees

**We** will indemnify **You** against legal liability arising out of the employment of temporary **Employees** provided that the total number of days during which all such temporary **Employees** are employed does not exceed the number of days stated in the **Schedule** during any one **Period of Insurance**.

For the purpose of this extension the total number of days employed shall mean the combined total of days employed for all temporary **Employees**.

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#### E Unsatisfied Court judgements

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

- a) in respect of **Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in the **Business**;
- b) against any company partnership or individual operating from or resident in the **Premises** within the **Geographical Limits** in any court situate in the **Geographical Limits** and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement, provided that:
  - i. the judgement is obtained in a court of law within the **Territorial Limits** against a company partnership or individual other

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than **You** conducting **Business** at or from **Premises** within the **Territorial Limits**;

- ii. there is no appeal outstanding;
- iii. the judgement relates to **Injury** which would otherwise be within the terms of the **Policy**.

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

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## Additional Extensions

Cover provided by this Section is additionally extended if shown on the **Schedule** to include:

### What is Covered

### What is not Covered

#### F Injury to working partners

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

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

# Sections B and C – Public and Products Liability

## Definitions

Also refer to the definitions on pages 11 to 14 and elsewhere in the **Policy**. The following additional definitions apply to these Sections B and C shall keep the same meaning wherever they appear in this Section:

### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

### Geographical Limits

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

### Hazardous Trades and Locations

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

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

### Pollution and Contamination

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

## Cover

**You** must comply with special conditions to have the full protection of this Section. Non-compliance with these conditions could lead to a reduction in the amount **We** may pay in the event of the claims or may invalidate the claim completely. Please refer to the Special Policy Conditions Section in this **Policy**.

### What is Covered

**We** will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in connection with the

### What is not Covered

Any liability arising out of:

**Business** or caused by **Goods** in the course of the **Business** as a result of:

- a) accidental **Injury** to any person;
- b) accidental loss of or **Damage** to property;
- c) obstruction trespass nuisance or interference with any right of way air or light or water or other easement;
- d) wrongful arrest malicious prosecution detention imprisonment eviction or accusation of shoplifting of any person (not being an **Employee**);

occurring within the **Geographical Limits** during the **Period of Insurance**.

- a) **Injury** to any **Employee** partner or proprietor which arises out of and in the course of their employment or engagement by **You**.
- b) loss of or **Damage** to any property owned loaned leased hired or rented to **You**.
- c) loss or **Damage** to any property held in trust or in the custody of **You** any **Employee** or any other party who is carrying out work on **Your** behalf other than:
  - i. **Employees and Customers Personal Effects**;
  - ii. any **Premises** including their **Contents** not being **Premises** leased or rented to **You** which are temporarily occupied by **You** for the purpose of carrying out work therein or thereon;
  - iii. any other material property on which **You** or any **Employee** or agent of **You** is or has been carrying out work but **We** will not indemnify **You** in respect of loss or **Damage** to that part of any material property being worked upon.
- d) ownership possession or use under the control of **You** or of any **Employee** of:
  - i. any motor vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other **Policy** or security;
  - ii. any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length).
- e) any **Goods** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in such craft.
- f) any **Goods** after they have ceased to be in **Your** custody or control other than food or drink supplied primarily for the use of **Employees** or for entertainment purposes.
- g) being working or travelling or supplying **Goods Offshore**.
- h) **Damage** to or the cost incurred by anyone in repairing removing dismantling replacing re-applying rectifying modifying or reinstating any **Goods** supplied.
- i) advice instruction consultancy design formula specification inspection certification or testing other than in connection with **Goods** for which indemnity is provided under this Section.

- j) or caused by:
  - i. any professional negligence wrongful or inadequate treatment examination prescription advice by **You** or anyone acting on **Your** behalf, provided that this Exclusion shall not apply to the provision of emergency first aid;
  - ii. the failure or inadequacy (whether full or partial) of any product supplied to perform the function for which it was intended.
- k) any **Goods** supplied which could affect the safety or operation of nuclear installations.
- l) **Pollution and Contamination** occurring:
  - i. in the United States of America (or any territory within its jurisdiction) Canada or Australia;
  - ii. elsewhere other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- m) the disposal of assets other than furniture and office equipment previously used in the course of the **Business**.
- n) any work carried out on motor vehicles or motor cycles or undertaken in any **Hazardous Trade or Location**.
- o) **Damage** to that part of any **Property** upon which **You** or anyone on **Your** behalf is or has been working.
- p) **Damage** to any commodity article or thing supplied installed or erected by **You** if such **Damage** is attributable to any defect therein or the harmful nature or unsuitability thereof.
- q) or directly or indirectly caused by or in connection with any fungus, (toxic) mould, mildew or allergens.
- r) any liability in respect of:
  - i. any costs incurred in recalling or making refunds in respect of any **Goods** supplied;
  - ii. any action for damages brought in a court of law of any territory outside the **Territorial Limits** in which **You** have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding **Your** Power of Attorney;
  - iii. any claims against **You** or orders for **Compensation** and **Costs and Expenses** within the legal jurisdiction of the United States of America, Canada or Australia or if an action is commenced therein or in any subsequent

action in connection therewith is brought elsewhere in the world;

- iv. **Injury** or **Property Damage** caused by or in connection with anything sold or supplied by **You** which to **Your** knowledge are directly or indirectly exported to the United States of America (or any territory within its jurisdiction) Canada or Australia.
- s) the exposure to inhalation or fears of the consequences of exposure to or inhalation of or the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any **Property** arising out of the presence of **Asbestos** including any product containing **Asbestos**.
- t) any liability which is imposed on **You** by reason of the terms of any **Contract** conditions or agreement which would not have attached in the absence of such agreement other than:
  - i. under any warranty of goods implied by law;
  - ii. under an indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury** or **Damage** caused by **Goods** entrusted to such carrier for transit by road rail or waterway.
- u) any liability which is insured by or would but for the existence of this Section be insured by any other **Policy**.
- v) any amount in excess of £1,000,000 in relation to the use of heat or the application of heat, carried out away from **Your Premises**.
- w) any amount in excess of £2,000,000 or the amount stated as the limit of liability in the **Schedule**, whichever is the lower, in respect of:
  - i. any one event in respect of **Compensation**, other than in respect of **Goods** or **Pollution or Contamination**, directly or indirectly caused by or attributed to or arising out of **Terrorism**;
  - ii. for all events of a series consequent on one original cause occurring during any one **Period of Insurance** in respect of **Compensation** in respect of **Pollution or Contamination** directly or indirectly caused by or attributed to or arising out of **Terrorism**.
- x) the amount of the **Excess** shown in the **Schedule**.

## Extensions – Public Liability

Cover provided by this Section is extended to include:

What is Covered

What is not Covered

## A Court Attendance

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

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

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## B Cross Liabilities

If there is more than one **Insured** specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each.

**Our** total liability shall not exceed the limit of indemnity stated on the **Schedule**.

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## C Data Protection Regulations

**We** will indemnify **You** in respect of **Compensation** [and **Costs and Expenses**] for **Damage** arising out of any claim under the **Data Protection Regulations** not otherwise insured under the **Policy** and first made against **You** during the **Period of Insurance** provided that notwithstanding anything stated in the **Schedule** or elsewhere in this **Policy** to the contrary the said **Limit of Indemnity** shall for the purpose of this Extension apply in respect of the total of all claims during any one **Period of Insurance** **You** have registered in accordance with the terms of the **Data Protection Regulations** or has applied for such registration which has not been refused or withdrawn.

Any liability in respect of:

- a) 10 per cent of each claim subject to a minimum of £500 and a maximum of £5,000;
- b) **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;
- c) any **Damage** or distress caused by any act of fraud or dishonesty;
- d) the **Costs and Expenses** of rectifying rewriting reinstating or erasing **Personal Data**;
- a) liability arising from the recording processing or provision of **Personal Data** for reward or to determine the financial status of any person;
- e) a **Contract**;
- f) against liability in respect of **Injury** to any person or **Damage** to material **Property**;
- g) any fines or penalties;
- h) the provision by **You** of the services of a **Data Processor**;

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



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#### D Defective Premises Act

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

Any liability for:

- a) which You are in entitled to indemnity under any other insurance policy;
- b) the cost of remedying any defect or alleged defect in such Premises.

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#### E Health and safety at work

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

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

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

We shall not provide indemnity in respect of:

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

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

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## F Indemnity to Principal

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

- a) indemnity under the **Policy** would have been provided had a claim been made against **You**;
- b) the principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this **Policy** as far as they can apply;
- c) the conduct and control of claims is vested in **Us**;
- d) the indemnity shall not apply to liability in respect of liquidated **Damages** or under any penalty clause.

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## G Leased or Rented Premises

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

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

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## H Overseas Personal Liability

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

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

We shall not provide indemnity against liability:

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

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## I Temporary Employees

We will indemnify You against legal liability arising out of the employment of temporary Employees provided that the total number of days during which all such temporary Employees are employed does not exceed the number of days stated in the Schedule during any one Period of Insurance.

For the purpose of this Extension the total number of days employed shall mean the combined total of days employed for all temporary Employees.

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## Extensions – Products Liability

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

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## Additional Extensions - Public and Products Liability

Cover provided by this Section is additionally extended if shown on the Schedule to include:

What is Covered	What is not Covered
<p><b>A Financial Loss</b></p> <p>We will indemnify You against all such sums that You shall become legally liable to pay as Damages and costs and expenses of claimants</p>	<p>Our liability under this Extension arising out of all claims first made against You;</p>

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in respect of accidental financial loss, provided that the indemnity will only apply to:

- a) a claim which is first made in writing against **You** during the **Period of Insurance**; and
- b) which is notified to **Us** during the same **Period of Insurance** or within 30 days after the expiry of such **Period of Insurance**.

- a) during any one **Period of Insurance** shall not in the aggregate exceed the sum of £250,000; and
- b) shall exclude the first 10% of all **Damages** and claimants costs and expenses payable in respect of each and every claim made against **You** subject to **You** being responsible for a minimum amount of £5,000 in respect of each and every such claim.

The indemnity provided by this Extension will not apply to legal liability:

- c) in respect of:
  - i. **Injury** to any person;
  - ii. loss of or **Damage** to material **Property**;
  - iii. nuisance trespass obstruction loss of amenities or interference with any right of way air light or water; or
  - iv. wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy.
- d) arising under a **Contract**;
- e) for the actual cost or value of any **Goods** supplied or the replacement, repair, removal or reinstatement of any **Goods** supplied;
- f) for:
  - i. liquidated **Damages** fines penalties or payments to any statutory authority arising out of the enforcement of any statutory requirement or duty;
  - ii. libel slander or passing off or infringement of patent copyright trademark or trade name;
  - iii. financial loss sustained by any **Employee** arising out of or in the course of employment by **You**.
- g) caused by or arising from:
  - i. breach of professional duty or service or any error or omission in estimates or advice given by **You** or on **Your** behalf in a professional capacity or in design plan drawings or specification for which a fee is charged or would normally be charged;
  - ii. **Property** in the custody or under **Your** control or any **Employee** or failure to return such **Property**;

- iii. the storage processing or transmission by **You** or on **Your** behalf of **Data**;
  - iv. delay non-completion or non delivery;
  - v. any act of fraud or dishonesty by **You** or any **Employee**; or
  - vi. any circumstances known to **You** at inception of this extension which may give rise to a claim for financial loss.
- h) arising:
- i. outside the **Territorial Limits**;
  - ii. out of any cause giving rise to financial loss happening before the effective date shown in the **Schedule**.
-

# Sections E and F - Contract Works Own and Hired in Plant and Tools

## Definitions

Also refer to the definitions on pages 11 to 14 and elsewhere in the **Policy**. The following additional definitions apply to these Sections E and F and shall keep the same meaning wherever they appear in this Section:

### Contract Price

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

### Existing Structures

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

### Hired in Plant

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

### Insured

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

### Maintenance Period

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

### Own Plant

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

### Practical Completion

**Contract Works** which are:

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

### Property Insured

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

### Tools and Business Equipment

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

## Cover

**You** must comply with special conditions to have the full protection of this Section. Non-compliance with these conditions could lead to a reduction in the amount **We** may pay in the event of the claims or may invalidate the claim completely. Please refer to the Special Conditions Section in this **Policy**.

## What is Covered

We will indemnify You in respect of **Damage** to the **Property Insured** sustained within the Territorial Limits during the **Period of Insurance**.

## What is not Covered

We shall not indemnify You under this Section for:

- a) the amount of the **Excess**;
- b) liquidated **Damages** fines or any other penalties under **Contract** for delay or non-completion or loss of market;
- c) **Damage** due to any wilful act or wilful neglect by You;
- d) **Damage**:
  - i. by disappearance or shortage discovered only when an inventory is taken, or which is not traceable to an event;
  - ii. caused by pollution or contamination other than that of or to the **Property Insured**.
- e) **Damage** to any part of the permanent works:
  - i. for which a certificate of completion has been issued;
  - ii. which has been completed and handed over to Your employer or principal; or
  - iii. taken into use unless the **Damage** occurs:
    - I. during the **Maintenance Period** but caused before the beginning of the **Maintenance Period**;
    - II. while You are carrying out Your obligations under the **Maintenance Period**;
    - III. within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the **Contract**.
- f) **Damage** as a result of:
  - i. normal upkeep maintenance repair or making good wear and tear or gradual deterioration depreciation erosion the action of light or atmosphere moths vermin insects or parasites;
  - ii. frost corrosion dampness dryness evaporation contamination wet or dry rot marring scratching bruising mildew mould or toxic mould;
  - iii. mechanical or electrical breakdown or derangement or from adjustment or repair;
  - iv. confiscation nationalisation requisition seizure or wilful destruction by any government public municipal local or customs authority.
- g) **Damage** to:

- i. **Existing Structures;**
  - ii. any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than any such vehicle used solely as a tool of trade;
  - iii. any aircraft or waterborne vessel;
  - iv. property for which **You** are relieved of responsibility by the conditions of the **Contract**;
  - v. rubber tyres by the application of brakes or by punctures cuts or bursts;
  - vi. **Contract Works** in connection with **Hazardous Trades and Locations**.
- h) In respect of **Tools and Business Equipment**, any **Damage**:
- i. by theft or attempted theft:
    - I. from any **Unattended Vehicle** or open or soft-topped motor vehicle;
    - II. from any other **Unattended Vehicle** unless:
      - all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the **Insured Property** is hidden from view;
      - such **Vehicle** is in a securely locked building or guarded security park between the hours of 9.00pm and 6.00am.
    - III. whilst left unattended:
      - on any site or **Premises** where **You** are or any **Employee** is carrying out work;
      - elsewhere unless stored in a securely locked room or building.
    - IV. by any **Insured** or **Employee**.
  - ii. caused by or arising out of:
    - I. wear tear depreciation erosion the action of light or atmosphere a change in temperature moths vermin insects or parasites;
    - II. frost corrosion dampness rust dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould or other deterioration;



- III. any process of cleaning restoring adjusting normal maintenance or repair use contrary to the manufacturer's instructions or interference with any component part;
  - IV. arising from mechanical or electrical breakdown or derangement.
- iii. to:
- I. property for which **You** are relieved of responsibility by the conditions of the **Contract**;
  - II. cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature unless caused by fire, lightning or **Storm** or the theft of a complete item.
- i) **Indirect Loss** of any kind;
  - j) unexplained disappearance or inventory shortage;
  - k) property more specifically insured.

## Extensions

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

#### D European Community and public authorities (including undamaged property)

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

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

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

**Our** liability under this Extension will not extend to include:

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

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#### E Expediting costs

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

**Our** liability under this Extension will not extend to include:

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

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#### F Free issue materials

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

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

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#### G Immobilised plant

**We** will indemnify **You** for the necessary costs incurred in the recovery of **Your Own Plant** and/or **Hired in Plant** which may become immobilised or

**Our** liability under this Extension will not extend to include Immobilisation or immovability due to mechanical or electrical breakdown.

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

---

#### H Indemnity to principals

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

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#### I Off-site storage

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

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#### J Re-drawing plans and documents

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

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

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# Section G – Commercial Legal Expenses

## Definitions

Also refer to the **Policy** definitions on pages 11 to 14. The following additional definitions apply to this Section G and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this Section will apply.

### Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% “no-win no-fee”.

### Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% “no-win no-fee”.

### Costs and Expenses

- a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- b) in civil claims, other side’s costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.
- d) **Your Employee’s** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under insured event 9 – Crisis Communication.

### Employee

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

### Insured

- a) **You, Your** directors, partners, managers, officers and **Employees** of **Your Business**.
- b) the estate, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying.
- c) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

### Reasonable Prospects of Success

- a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing

or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

- b) in criminal prosecution claims where the **Insured**:
  - i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or
  - ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

### Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **Territorial Limits** where the this Section of the **Policy** applies.

### Territorial Limits

For insured events 4 (Legal Defence), 5 (Compliance and Regulation), and 10 (Contract and Debt Recovery) shall mean the **Territorial Limits**, Norway, Switzerland and countries in the European Union.

For all other insured events shall mean the **Territorial Limits**.

### You, Your

The **Business**.

### Cover

This full cover extension is only operative if shown as insured on the Schedule.

Following an insured event, the **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under insured event 1.B – Employment Compensation Awards) up to the limit of indemnity and aggregate limit specified in the **Policy** for all claims related by time or originating cause subject to all of the following requirements being met:

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

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

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

## 1. Employment Disputes and Compensation Awards

## What is Covered

## What is not Covered

### A. Employment Disputes

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

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

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

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

have been or ought to have been concluded.

Any claim relating to:

- a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal;
- b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this **Policy**, except where **You** have had equivalent cover in force up until the start of this **Policy**;
- c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal;
- d) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**.

### B. Employment Compensation Awards

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

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

Provided that compensation is:

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

Compensation awards and settlements relating to:

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

### C. Employment Restrictive Covenants

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

Provided that the restrictive covenant:

- i. is designed to protect **Your** legitimate business interests; and
- ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee**; and
- iii. extends no further than is reasonably necessary to protect the **Business** interests; and

- iv. does not contain restrictions in excess of 12 months.
- b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

## 2. Tax Protection

### What is Covered

- a) a formally notified enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners.
- b) a dispute about **Your** compliance with regulations relating to:
  - i. Value Added Tax; or
  - ii. Pay As **You** Earn; or
  - iii. Social Security; or
  - iv. National Insurance Contributions; or
  - v. the Construction Industry Scheme; or
  - vi. IR35.

following a compliance check by HM Revenue and Customs.

- c) an enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.

Provided that:

- i. all returns are completed and have been submitted within the statutory timescales permitted; and
- ii. **You** keep proper records in accordance with statutory requirements; and
- iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available.

### What is not Covered

Any claim relating to:

- a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements;
- b) an investigation by the Fraud Investigation Service of HM Revenue and Customs;
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements;
- d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.
- e) **Your** failure to register for VAT.

## 3. Property

### What is Covered

A dispute relating to **Property**:

### What is not Covered

Any claim relating to:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>a) following an event which causes <b>Damage to Your Property</b>;</li> <li>b) following a public or private nuisance or trespass;</li> <li>c) which <b>You</b> wish to recover or repossess from an <b>Employee</b> or <b>ex-Employee</b>.</li> </ul> | <ul style="list-style-type: none"> <li>a) a contract between <b>You</b> and a third party except for a claim under 3 (c);</li> <li>b) goods in transit or goods lent or hired out;</li> <li>c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or <b>Property</b> by any government, local or public authority;</li> <li>d) a dispute with any party other than the party who caused the <b>Damage</b>, nuisance or trespass;</li> <li>e) a motor vehicle owned or used by, or hired or leased to an <b>Insured</b> other than <b>Damage</b> to motor vehicles where <b>You</b> are engaged in the business of selling motor vehicles.</li> </ul> |
|---|--|

## 4. Legal Defence

What is Covered	What is not Covered
<ul style="list-style-type: none"> <li>a) a criminal investigation and/or enquiry by:               <ul style="list-style-type: none"> <li>i. the police;</li> <li>ii. a health and safety authority; or</li> <li>iii. other body with the power to prosecute;</li> </ul>               where it is suspected that an offence may have been committed that could lead to the <b>Insured</b> being prosecuted.             </li> <li>b) an offence or alleged offence which leads to the <b>Insured</b> being prosecuted in a court of criminal jurisdiction.</li> <li>c) a motor prosecution brought against <b>Your</b> directors and/or partners that arises from the use of any motor vehicle for personal, social or domestic purposes or to commute to or from their place.</li> </ul>	<p>Any claim relating to a parking offence.</p>

## 5. Compliance & Regulation

What is Covered	What is not Covered
<ul style="list-style-type: none"> <li>a) receipt of a Statutory Notice that imposes terms against which <b>You</b> wish to appeal.</li> <li>b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body.</li> <li>c) a civil action alleging wrongful arrest arising from an allegation of theft.</li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) the pursuit of an action by <b>You</b> other than an appeal;</li> <li>b) a routine inspection by a regulatory authority</li> <li>c) a Health and Safety Executive Fee for Intervention.</li> </ul>



- d) a claim against **You** for compensation under the **Data Protection Regulations** provided that:
  - i. **You** are registered with the Information Commissioner;
  - ii. **You** are able to evidence that **You** have in place a process to
    - I. investigate complaints from data subjects regarding a breach of their privacy rights
    - II. offer suitable redress where a breach has occurred and that **Your** complaints process has been fully engaged.

## 6. Statutory Licence Appeals

### What is Covered

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **Your** statutory licence or compulsory registration.

### What is not Covered

## 7. Loss of Earnings

### What is Covered

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

### What is not Covered

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

## 8. Employees' Extra Protection, Bodily Injury and Identity Theft

### What is Covered

At **Your** request:

- a) where civil proceedings are issued against **Your Employee**:
  - i. for unlawful discrimination; or
  - ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your Employees**;
- b) where an **Insured** or a member of their family suffers physical bodily injury or death as a result of a sudden event;

### What is not Covered

Any claim relating to:

- a) defending **You**;
- b) a condition, illness or disease which develops gradually over time.

- c) a claim arising from personal identity theft targeted at **Your** directors and/or partners.

## 9. Crisis Communication

What is Covered	What is not Covered
<p>Following an event which causes <b>Your Business</b> significant adverse publicity or reputational damage which is likely to have a widespread financial impact on <b>Your Business</b>, <b>We</b> will</p> <ul style="list-style-type: none"> <li>a) liaise with <b>You</b> and <b>Your</b> solicitor (whether the solicitor is an <b>Appointed Advisor</b> under this <b>Policy</b>, or acts on <b>Your</b> behalf under any other <b>Policy</b>), to draft a media statement or press release; and/or</li> <li>b) prepare communication for <b>Your</b> customers/staff and/or a telephone or website script and/or or social media messaging;</li> <li>c) arrange, support and represent an <b>Insured</b> at an event which media will be reporting;</li> <li>d) support the <b>Insured</b> by taking phone calls/email messages and managing interaction with media outlets;</li> <li>e) support and prepare the <b>Insured</b> for media interviews,</li> </ul> <p>provided that <b>You</b> have sought and followed advice from <b>Our</b> Crisis Communication helpline.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) matters that should be dealt with through <b>Your</b> normal complaints procedures;</li> <li>b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;</li> <li>c) <b>Costs &amp; Expenses</b> in excess of £10,000.</li> </ul>

## 10. Contract and Debt Recovery

What is Covered	What is not Covered
<p>A breach or alleged breach of an agreement or alleged agreement which has been entered into by <b>You</b> or on <b>Your</b> behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if <b>You</b> are claiming for an undisputed debt <b>You</b> have exhausted <b>Your</b> normal credit control procedures.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>a) an amount which is less than £200;</li> <li>b) a dispute with a tenant or lessee where <b>You</b> are the landlord or lessor;</li> <li>c) the sale or purchase of land or buildings;</li> <li>d) loans, mortgages, endowments, pensions or any other financial product;</li> <li>e) computer hardware, software, internet services or systems which: <ul style="list-style-type: none"> <li>i. have been supplied by <b>You</b>; or</li> <li>ii. have been tailored to <b>Your</b> requirements.</li> </ul> </li> <li>f) a breach or alleged breach of a professional duty by an <b>Insured</b>;</li> </ul>

- g) the settlement payable under an insurance policy;
  - h) a dispute relating to an **Employee** or **ex-Employee**
  - i) adjudication or arbitration.
- 

## General Conditions applicable to Section G Commercial Legal Expenses

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

### A. The **Insured** must:

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

### B. Freedom to choose an **Appointed Advisor**

- a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) if:
  - i. **We** agree to start proceedings or proceedings are issued against an **Insured**, or
  - ii. there is a conflict of interest, or
  - iii. the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.
- c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)
- d) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- e) in respect of pursuing a claim under insured event 10 – Contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

### C. Consent

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

#### D. Settlement

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

#### E. Barrister's Opinion

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

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

All legal instruments and rules referred to within this Section of the **Policy** shall include equivalent legislation in the **Territorial Limits** and any subsequent amendment or replacement legislation.

### General Exclusions applicable to Section G Commercial Legal Expenses

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

- a) **Costs and Expenses** or compensation awards incurred without **Our** consent;
- b) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;
- c) an allegation against the **Insured** involving:
  - i. malicious falsehood or defamation (except in relation to insured event 9 – Crisis Communication);
  - ii. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).
- d) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to insured event 1.A – Employment), or loss or **Damage to Property**;
- e) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C – Employment Restrictive Covenants).
- f) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;
- g) franchise or agency agreements;
- h) a judicial review;
- i) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Conditions C – Arbitration
- j) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under insured event 1.B – Employment Compensation Awards or 5(d) or costs awarded against the **Insured** by a court of criminal jurisdiction.

# General Policy Conditions

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

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

## A. Adjustment of premium

If any part of the **Policy** premium or is based on estimates provided by **You**, **You** shall keep an accurate record containing all relevant particulars and shall allow **Us** to inspect such record. **You** shall within one month after the expiry of each **Period of Insurance** provide such information as **We** may require. The premium shall then be adjusted, and the difference paid by or allowed to **You** (subject to any minimum premium that may apply). Should **You** fail to supply the information required then **We** shall be entitled to charge a reasonable additional premium.

## B. Alteration of risk

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

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

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

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

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

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

## C. Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions.

## D. Designation

For the purpose of determining where necessary the heading under which any **Property** is insured **We** agree to accept the designation under which such **Property** has been entered in **Your Business** books and accounts or records.

## E. Fair Presentation of Risk

**You** have a duty to make a fair presentation of the risk which **You** wish to insure This duty applies prior to the

start of the **Policy** and if any variation is required during the **Period of Insurance** and prior to each renewal of the **Policy**. If **You** do not comply with this condition then:

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

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

## F. Heat Application Condition and Restriction of Limit of Indemnity

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

- a) Work involving application of heat including, but not limited to the use of any blow lamp, blow torch, flame gun or hot air gun, electric gas or other welding cutting, portable grinding equipment or other form of naked flame;
  - i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected and wherever practicable all combustible material is to be removed to a distance not less than 10 metres from the point of work. Where such material cannot be removed it must be covered by overlapping sheets of non-combustible material or afforded equivalent protection
  - ii. Suitable fire extinguishing appliances, not less than 2 in number, are to be kept available for immediate use at the point of work. Fire extinguishers should be full and in working order with a capacity of at least 20 litres and located no more than 2 metres from the area of work
  - iii. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use
  - iv. Hot air guns are to be switched off when unattended and immediately after use
  - v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use
  - vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
  - vii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
  - viii. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition). A

further check is to be made 30 minutes and again at 60 minutes immediately following the completion of each period of work. A suitable **Employee** is to be responsible for fire safety for each period of work and to damp down the area of the proposed work whilst the hot works is being carried out and for at least 15 minutes following any interruption to and/or cessation of the hot work.

- ix. any work involving the application of heat is only carried out by a suitably experienced **Employee** or contractor
  - x. any work involving the application of heat will cease at least 1 hour before work at the premises finishes for the day
- b) Work involving asphalt or bitumen tar boilers;
- i. Regulation spill trays are to be used
  - ii. All tar boilers are to be kept wholly at ground level
  - iii. The equipment and work is not to be left unattended at any time whilst in use
  - iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
  - v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)
- c) No such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier has specifically approved the following safety arrangements.

## G. Identification

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

## H. Insurable Interest

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

## I. Interest Clause

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

## J. Non Invalidation

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

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

## K. Reasonable Precautions

You must:

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

such additional precautions as circumstances may require; and

- d) take reasonable care in selecting **Employees** and maintain security precautions when the **Property** covered under Sections E and F is in **Your** custody or control.

## L. Security

It is a condition precedent to **Our** liability in respect of any claim resulting from theft from the **Premises** or any attempt thereat that whenever the **Premises** are closed for **Business** or left unattended all locks bolts and other security devices including any intruder alarm system required by **Us** are put in to full and effective operation.

If **You** do not comply with this condition **We** may not pay **Your** claim.

## M. Subrogation

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

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



# Special Policy Conditions

These conditions of cover apply only to the Sections indicated below and if not specifically stated these conditions will apply to all Sections.

You must comply with the following conditions to have the full protection of the Policy. Non-compliance with these conditions could lead to a reduction in the amount we may pay in the event of the claims or may invalidate the claim completely.

## A. Basis of Valuation

The valuation of **Property** shall be at invoice cost. If an invoice has not been raised the basis of valuation will be the value of the **Property** at the time of the commencement of the transit.

## B. Bona Fide Sub Contractors

The following conditions apply to Sections B and C, in respect to where work is undertaken on **Your** behalf by any sub-contractor other than a labour only sub-contractor:

- a) **You** must take reasonable steps to obtain confirmation from the sub-contractor prior to starting work that they have insurance in force throughout the period of the work they are undertaking;
- b) A written record must be retained by **You** for inspection by **Us** if a claim arises for which the sub-contractor may have a responsibility showing evidence of:
  - i. Employers liability insurance in the name of the sub-contractor covering liability to employees in accordance with any law relating to compulsory insurance;
  - ii. Public liability insurance covering the legal liability of the sub-contractor to anyone who is not one of their employees and which:
    - I. has a limit of indemnity not less than the public liability limit of liability shown in **Your Schedule** or any other amount agreed by **Us** in writing;
    - II. includes a clause providing benefit of cover to **You** in similar terms to Extension F (Indemnity to Principal) of Section B - Public Liability;
    - III. covers the type of work carried out by the sub-contractor in connection with works being undertaken

## C. Declarations

In relation to Sections A, B and C

- a) if the premium or part of any premium is calculated on estimates **You** have supplied to **Us** **You** shall keep a record of all such relevant particulars and shall allow **Us** to inspect such records at any reasonable time;
- b) **You** shall furnish **Us** with such information as **We** may require at the expiry of each **Period of Insurance** within the period specified by **Us**;
- c) The premium shall be adjusted annually and any difference shall be paid by or returned to **You** subject to any agreed minimum or deposit premium specified in the **Schedule**.

## D. European Community and public authorities

In relation to Sections E and F, if **Our** liability (apart from extension 3 D) is reduced by the application of any terms and/or conditions of the **Policy** then **Our** liability will be reduced in proportion.

## E. Housing Grants Construction and Regeneration Act 1996

The following conditions apply to Sections B and C, in respect of any **Event** and/or occurrence which may be

the subject of indemnity under these Sections arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants Construction and Regeneration Act 1996 that:

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

If **You** do not comply with this condition, **We** will not pay **Your** claim.

## F. Rights of Recovery

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

## G. Underground Services Condition

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

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

If **You** do not comply with this condition, **We** will not pay **Your** claim.

## H. Workmen

Workmen are allowed on the **Premises** for the purposes of making minor structural and other alterations from time to time without prejudice to this insurance.

# General Policy Exclusions

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

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

## A. Cessation of Interest – Applicable to all sections other than Section A – Employers Liability

This **Policy** shall be avoided if:

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

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

## B. Date Recognition

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

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

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

### Date/Time Material

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

## C. Deliberate or Criminal Acts

Any loss or **Damage**:

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

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

## D. Events before cover

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

## E. Fraud

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

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

**We** will:

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

**We** may also inform the Police of the circumstances.

## F. Loss of Data and e-risk

- a) **Damage** to **Data** arising out of but not limited to:
  - i. loss destruction or corruption of **Data** whether in whole or part;
  - ii. unauthorised appropriation use access or modification of **Data**;
  - iii. unauthorised transmission of **Data** to any third parties;
  - iv. misinterpretation use or misuse of **Data**;
  - v. operator error.
- b) **Damage** arising directly or indirectly from:
  - i. the transmission or impact of any **Virus or Similar Mechanism**;
  - ii. **Hacking**;
  - iii. **Denial of Service Attack**;
  - iv. **Failure of a System**;
  - v. anything described in paragraph (a) above.

## G. Northern Ireland

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

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

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

## H. Pollution or Contamination

Other than in relation to Section A (Employer's Liability) and Sections B and C (Public and Products Liability),

**Damage** to the **Property** caused by or arising from **Pollution or Contamination** (unless otherwise excluded).

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

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

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

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

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

#### **Pollution or Contamination**

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

#### **I. Pressure Waves**

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

#### **J. Radioactive Contamination and Nuclear Risks**

**Damage** to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiation 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 nuclear assembly or nuclear component thereof.

#### **K. Sanctions**

**Damage** to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any **Business** or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation.

#### **L. Terrorism**

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

- a) **Terrorism**;
- b) any action taken in controlling preventing suppressing or in any way relating to **Terrorism** except as stated in the **Liability Provision**.

## M. Tobacco and E-Cigarettes

Sections B and C (Public and Products Liability) shall not apply to liability or indemnity related to **Injury** or **Damage** caused by or arising out of:

- a) the consumption, inhalation of smoke produced by the burning of, exposure to or use of tobacco; or
- b) the consumption, inhalation of or exposure to vapour produced by any electronic cigarette or personal vaporizer.

In addition, these Sections shall not apply to liability or indemnity arising directly or indirectly out of the sale of e-cigarettes or accessories sold by the **Insured** which do not conform with applicable health, safety and environmental protection standards.

## N. War and government action

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

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

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

### War

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

### Government Action

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

## O. Water Table

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

# Claims Conditions

## Applicable to all **Policy Sections other than Section G – Commercial Legal Expenses**

### A. Making a claim

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

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

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

### B. Our control of claims

**We** will be entitled:

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

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

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

### C. Arbitration

Other than under Section A (Employer's Liability) and Sections B and C (Public and Products Liability):

- a) if **We** accept liability but **You** disagree with the amount **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions;
- b) an award made by the arbitrator will be a condition precedent to a right of legal action against **Us**.

### D. Automatic reinstatement of sum insured

Unless written notice to the contrary is given by **Us**:

- a) in relation to Sections E and F, in the event of loss or **Damage** under this Section, **We** will automatically reinstate the sum insured provided that:
  - i. **You** undertake to pay the appropriate additional premium and take immediate steps to effect such additions to or variations in protections as **We** may require;
  - ii. the aggregate of the amounts so reinstated during any one **Period of Insurance** shall not exceed the amount of the sum insured.

In relation to Sections E and F, **We** may at **Our** option repair reinstate or replace any **Property Insured** which has suffered **Damage** or pay the amount of **Damage** in money.

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

In relation to Section F, in the event of **Damage**, **We** will pay **You** the cost of repair or current replacement value without deduction for wear and tear provided that all necessary repairs or replacements are carried out without delay.

### E. Basis of Claims Settlement - Indemnity

The amount payable in respect of **Stock** and/or all other **Property** (other than **Buildings** and **Contents**) shall be the value at the time of the **Damage** or at **Our** option the cost of reinstatement or replacement of such **Property** or any part of it.

Provided that if at the time of the **Damage** the sum insured for the item is less than the value of the item insured then **Our** liability shall be limited to that proportion of the **Damage** which the sum insured bears to the value of the **Property**.

### F. Limit of liability

In relation to Sections B and C:

- a) **Our** maximum liability payable under this section in respect of **Damages** in respect of any one claim against **You** or series of claims against **You** arising out of one occurrence shall not exceed in the aggregate the **Limit of Indemnity** stated in the **Schedule**;
- b) Any costs and expenses which may be the subject of indemnity under this **Policy** will be payable in addition to the **Limit of Indemnity**.

In relation to Sections E and F:

- a) **Our** liability for the repair or restoration of the **Contract Works Damaged** in part only shall not exceed the amount which would had been payable had such **Contract Works** been wholly destroyed;



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

In relation to Sections E and F, the maximum amount payable in respect of any one item is the sum insured stated in the **Schedule**.

## G. Reinstatement by the Insurer

If any **Property** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans documents books and information as may be reasonably required. **We** shall not be bound to reinstate exactly but only as circumstances permit and in a reasonably sufficient manner and the maximum amount payable in respect of any one of the items insured is its sum insured.

## H. Stock in any cellar or basement

The following conditions apply to this section, in respect of **Stock** losses arising from the **Defined Perils** of **Storm, Flood** or escape of water **We** shall not be liable for any **Damage** to such **Stock** contained in any cellar or basement unless such **Stock** is placed on racks or shelves at least 150mm (6") above floor level.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

## I. Subsidence Ground Heave and Landslip

Insofar as this insurance relates to **Damage** caused by **Subsidence Ground Heave** or **Landslip**:

- a) **You** shall notify **Us** immediately if **You** become aware of any demolition groundworks excavation or construction being carried out on any adjoining site;
- b) **We** shall then have the right to vary the terms or cancel this cover.

## J. Subrogation Waiver

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

- a) any company standing in relation of parent to subsidiary (or subsidiary to parent) to **You**; and
  - b) any company which is a subsidiary of a parent company of which **You** are a subsidiary;
- in each case within the meaning of the Companies Act or the Companies (NI) Order as appropriate current at the time of **Damage**.

## K. Subrogation

Any claimant under the **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**.

## L. Repayment of Excess

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

## Applicable only to Section G - Commercial Legal Expenses

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

- a) notify **Us** as soon as possible.
- b) under no circumstances should **You** instruct **Your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.

Details of how **You** can download or request a claim form can be obtained from the **Schedule**. **Your** completed claim form and supporting documentation can be submitted to **Us** by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received.

Within five working days of receiving all the information needed to assess the availability of cover under Section G of the **Policy**, **We** will write to **You** either:

- a) confirming cover under the terms of the **Policy** and advising **You** of the next steps to progress **Your** claim; or
- b) if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.

When a lawyer is appointed they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.