



**INSURANCE POLICY**

# Trades and Professionals

Please read this document carefully.  
Should you have any questions, please contact your insurance agent.

# Policy Information

This Policy has been prepared in accordance with Your instructions. Please read it carefully to ensure that it meets Your requirements.

This Policy consists of

1. the introduction which explains the basis on which cover is provided
2. the Schedule which shows details of the Policyholder, Period of Insurance, the Business being covered, the Property or Events insured, Limits of Liability and certain amounts You will be responsible for and details of which Sections are operative
3. the Statement of Fact which is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based
4. Policy Definitions and Conditions
5. the Sections of the Policy which give details of the cover provided
6. General Exceptions to cover applying to the whole Policy
7. Any Endorsements or Warranties which might apply to the Policy or individual Sections and which incorporate cover amendments, extensions, limitations and the like

Immediate notice should be given to Us of any changes which may affect the insurance by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

## Our Promise to You

Our goal is to provide excellent customer service to all Our customers but we recognise that sometimes things may go wrong. We take complaints seriously and aim to resolve all of Our customers problems promptly.

If this cover does not meet with Your requirements please return all of Your documents and any Employers Liability Certificate(s) to Your insurance agent who has arranged the cover within 14 days of receipt. We will return any premium paid in full providing no claim has been made.

If You wish to terminate the cover at any other time please contact Your insurance agent who arranged it and any return premium will be at the discretion of Arista Insurance which will be based upon pro-rata unless a claim has been made.

## Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure.

To register a claim You should contact **Robins Claims Solution on 0844 770 5150** who provide Our claims service and are authorised to handle and settle claims on Our behalf. If You have a need to seek additional assistance please contact Your insurance agent.

For Policy holders who have Essential Business Legal Expenses Section. You also have access to a website and helplines as described below. These helplines are available 24 hours a day 365 days a year and are available to You free of charge.

### **Legal and Tax Helpline**                      **0844 581 0400**

Through this number Arista Insurance Policyholders have 24 hour access to legal advice on numerous topics including tax, employment issues and health and safety issues.

### **Staff Counselling Helpline**                      **0844 477 1619**

This helpline is accessible by Your staff providing professional confidential support. The counselling can be used for any aspect of their life and is not restricted to work-related matters.

### **Legal Document Max**                      **[www.arag.co.uk/docs](http://www.arag.co.uk/docs)**

By choosing Arista Insurance, you also have free access to business support via [www.arag.co.uk/docs](http://www.arag.co.uk/docs). Legal Document Max provides the essential tools and services to prepare vital legal paperwork; for example, your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts. To register, log on to [www.arag.co.uk/docs](http://www.arag.co.uk/docs), click 'Essential Business Legal', click 'Not Registered Yet' and enter the voucher code shown on your Schedule. After completing a short registration form, you will be provided with access to the standard service. You can also upgrade from this free facility to the 'Live' service which entitles you to have all downloaded documents reviewed by a solicitor to ensure that they are legally compliant.

## How to Complain

If You have any enquiry or complaint arising from Your Policy please contact Your insurance agent who arranged the Policy for You or the local Arista Insurance office quoting the Policy number in all cases

If You are not satisfied with the way in which a complaint has been dealt with please write to

The Chief Executive  
Arista Insurance Limited  
23 Austin Friars  
London EC2N 2QP

After this action if You are still not satisfied with the way a complaint has been dealt with You should do the following

If Your Underwriter is at Lloyd's You may ask the Policyholder and Market Assistance department at Lloyd's to review Your case (this would not affect Your rights to take legal action if necessary) The address is

Policyholder and Market Assistance,  
Lloyd's Market Services,  
One Lime Street,  
London EC3M 7HA  
Phone: 020 7327 5693  
Fax: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Having followed this procedure for Lloyd's Underwriters or if Your Underwriter is not at Lloyd's Your complaint may also be referred to the Financial Ombudsman Service (FOS) The address is

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

### Financial Services Compensation Scheme

The Underwriters are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## Important Information

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following

### Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it. You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily

### Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years. However it is still good business practice to retain the certificates because certain claims eg disease could be made many years after the disease is caused and if Your insurer can not be identified You could be liable for any payments

### Data Protection

We may use the details You have given to provide You with a quotation deal with Your Policy to search credit reference agencies who may keep a record of the search to support the development of Our business by including Your details in customer surveys and for market research and compliance business reviews

We share Your details with those companies who are underwriting Your Policy with approved organisations for fraud prevention purposes and with companies where We are legally obliged to do so

We may also share Your details with third parties so that We may tell You of products and services which We think may interest You by telephone email or post. If You do not want to know about these products or services please write to Arista Insurance Limited 23 Austin Friars London EC2N 2QP

Under the Data Protection Act We can only discuss the details given with You. If You would like anyone else to act on Your behalf please let Us know. Your details will not be kept longer than is necessary

Under the terms of the Data Protection Act 1998 You are entitled to a copy of all information Arista Insurance holds about You

Your personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of UK law

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## The Contract of Insurance and the Underwriters

This Policy is underwritten by certain Underwriters at Lloyd's and other insurance companies (hereinafter called the 'Underwriters') and is administered by Arista Insurance Limited in accordance with the authority granted under binding authority agreement(s)

In consideration of payment of the premium the Underwriters set out above are bound severally and not jointly to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriters agree to accept a premium

Where the Underwriters are a Lloyd's syndicate they are made up of Lloyd's Underwriters Each Underwriter is only liable for their own share of the risk and not for any others share You can ask us for the names of the Lloyd's Underwriters and the share of the risk each has taken on

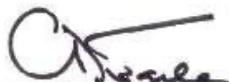
Each Underwriter is only liable in respect of the cover or engineering inspection service provided under the Section(s) of this Policy shown against them below and not any other section

Essential Business Legal Expenses Section      BRIT Insurance Limited (FSA Register No 202898) administered by ARAG plc (FSA Register No 452369)

All Other Sections      Lloyd's Syndicate 4444 which is managed by Canopus Management Agents Limited (FSA Register No 204847)

The Underwriters are authorised and regulated by the Financial Services Authority

You have provided information to Us which includes but is not limited to the information detailed in the Statement of Fact You agree that all information provided to Us is true and is incorporated in and forms the basis of this Policy



Signed for and on behalf of the Underwriters

**Charles Earle    Chief Executive Arista Insurance Limited**

Arista Insurance is Registered in England No 5938669

Registered Office: Library House New Road Brentwood Essex CM14 4GD

**This Policy is a legal contract You must tell Us about any facts or changes which affect Your insurance which have occurred either since Your Policy started or since the last renewal date**

**If You are not sure whether certain facts are relevant please ask Your insurance agent or the local Arista Insurance branch If You do not tell Us of relevant changes Your Policy may not be valid or the Policy may not cover You fully**

**You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent when You renew this Policy**

Arista Insurance Limited are appointed representatives of

Canopus Managing Agents Limited FSA Register Number 204847

Equity Syndicate Management Limited FSA Register Number 204851

HSB Engineering Insurance Limited FSA Register Number 202738

ARAG plc FSA Register Number 452369

You can check this information on The Financial Services Authority register by visiting the FSA's website

[www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the Financial Services Authority on 0845 606 1234

# General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your 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 contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

## **We/Us/Our**

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters.

## **You/Your/Policyholder**

The person(s) or Company shown in the Schedule as the Policyholder.

## **Business**

Activities directly connected with the Business described in the Statement of Fact and specified in the Schedule.

## **Policy**

This Policy Schedule Statement of Fact Employers Liability Certificate and any Endorsements or Warranties attached or issued.

## **Damage**

Accidental loss, destruction or damage.

## **Employee**

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You;
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You;
3. a labour master or person supplied by him;
4. a person engaged by a labour only sub-contractor;
5. a self-employed person working on a labour only basis under Your control or supervision;
6. a driver or operator of hired-in plant;
7. a trainee or person undergoing work experience;
8. a voluntary helper;
9. persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
10. at Your request, outworkers or home workers employed under contracts to execute personally any work in connection with the Business.

## **Excess**

The first amount of each and every claim for which you shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub-section of this Policy.

## **Injury**

Bodily injury including death, illness or disease.

**Limit of Liability**

The Limit of Liability stated in the Schedule

**Period of Insurance**

The period shown in the Schedule for which We accept Your Premium

**Premises**

The part of the Premises at the address or addresses specified in the Statement of Fact being built of brick stone or concrete and roofed of slate tile or other mainly non combustible material and described in the Schedule used by You as the base for Your Business

**Property**

Material property

**Schedule**

The Schedule for the time being in force showing the cover which applies

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based

**Sum Insured**

The Sum Insured stated in the Schedule

# General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated

## Average

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

## Cancellation

We may cancel the Policy by sending You 30 days written notice to Your last known address We will refund a proportionate part of the premium paid for the unexpired period provided no claim has been made

If the premium has not been paid or if there has been a default under an instalment or linked credit agreement this insurance will cease immediately and We will not refund any instalment paid

## Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales Any dispute relating to limits terms conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales

## Claims Procedure

It is a condition precedent to Our liability under this Policy that

1. You will provide written notice to Us immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. You will notify the police immediately of Damage caused by malicious persons or thieves
3. You will at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
  - a. 30 days of Your becoming aware of the event or occurrence
  - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious personsor such further time that We may allow
4. You will provide Us with all information and help We require in respect of the claim
5. You will pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
6. You will not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
7. You will carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
  - a. enter or take possession of the Premises
  - b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
  - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claimwithout incurring liability or reducing Our rights
9. We will not pay for loss destruction or damage or provide cover under the Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements

- b. hinder or obstruct Us

You are not entitled to abandon Property to Us

### **Change of Risk**

We shall not indemnify You under this Policy if

1. there has been any material change to the risk after the commencement of this insurance whereby the risk of Damage or Injury is increased or
2. Your interest ceases (unless the cessation is brought about by will or operation of law)
3. the Business does any of the following
  - a. makes a composition or arrangement with creditors
  - b. has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986
  - c. has an application made under the Insolvency Act 1986 to the court for the appointment of an administrator
  - d. has a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed or have a provisional liquidator receiver or receiver and manager of the business or undertaking duly appointed
  - e. has an administrative receiver as defined in the Insolvency Act 1986 appointed or having possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating chargeunless agreed by Us in writing

### **Contribution**

Applicable to the Legal Liabilities Section and Essential Business Legal Expenses Section

1. If the insurance provided by these sections is also covered by another policy (or would but for the existence of these sections) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these sections not been effected

Applicable to all other Sections insured by this Policy

2. Where any Damage or liability covered by the Policy is also covered by another policy (or would be but for the existence of this Policy) We will only pay a rateable share of the loss
3. If the other insurance is subject to a condition of average and this Policy is not this Policy will be become subject to the same condition of average
4. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

### **Contracts (Rights of Third Parties) Act 1999**

A person or company who was not a 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

### **Discharge of Liability**

We may at any time pay

1. the Limit of Liability or the Limit of Indemnity or
2. the Sum Insured or
3. a smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

**Fraud**

If a claim made by You or anyone acting on Your behalf to obtain a benefit under this Policy is in any respect fraudulent or uses fraudulent means or devices or intentionally exaggerates or a false declaration or statement is made in support of a claim all benefit under this Policy shall be forfeited

**Interest Clause**

The interests of third parties in the Property which You are required to include on this 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

**Non Disclosure Misrepresentation or Misdescription**

This Policy shall be voidable if you or anyone acting for you fails to disclose misrepresents or misdescribes any material particular

**Reasonable Care**

It is a condition precedent to Our liability under this Policy that You

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. exercise care in the selection and supervision of Employees
3. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
4. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

**Reinstatement**

When We decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
2. documents
3. books
4. information

which We require

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance quotation is based

**Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury

We may require You to carry out such actions before or after We make any admission of or payment of a claim

**Warranties**

Every warranty to which this Policy or any Section or item specified in the Schedule is or may be made subject to shall from the time the warranty attaches apply and continue to be in force during the duration of the Period of Insurance

Provided that if this Policy or Section or item specified in the Schedule is renewed a claim in respect of Damage occurring following renewal date shall not be barred by reason of a warranty not having been complied with at any time before the date of renewal

# General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

## **Nuclear Risks**

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

- a. in respect of liability of any Principal
- b. liability assumed by You under agreement and which would not have attached in the absence of such agreement

## **War Government Action and Terrorism**

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - a. War Government Action or Terrorism
  - b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions

War shall mean war invasion acts of foreign enemies hostilities or warlike 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 shall mean martial law confiscation nationalisation requisition 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

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
  2. putting the public or any section of the public in fear
- in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You

## Liability Provisions

Subject otherwise to the terms definitions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers' Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Products Liability Sub-Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
  - a. in respect of or arising out of any one claim or series of claims arising out of one Event £2,000,000 or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
  - b. We will not indemnify You under the Public Liability and Products Liability Sub-Sections against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism

### **Pollution and Contamination** (This Exception does not apply to Legal Liabilities Section)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

### **Date Recognition** (This Exception does not apply to Employers Liability Sub-Section)

Damage accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Business Contents and All Risks Tools and Business Equipment Sections this General Exception shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

### **Computer Virus and Hacking**

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
  2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking
- but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil

Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean 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

**Date Recognition Computer Equipment**

the expected cost which would have been incurred in modifying any computer data processing equipment or media microchip integrated circuit or similar devise or other equipment or system for processing storing or receiving data or any computer software so as to be able correctly to recognise save retain manipulate interpret or process any date after December 31<sup>st</sup> 1999 where such computer or other property is unable to do so at the time of any Damage insured by this Policy

**Sonic Bangs**

loss destruction or damage or any consequential loss occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

# Legal Liabilities Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### **Asbestos**

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

### **Costs and Expenses**

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
  - a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
  - b. any coroners inquest or inquiry in respect of any death which may be the subject of indemnity under this Section

### **Compensation**

damages including interest

### **Event**

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property

All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

### **Limit of Indemnity**

The limit as specified in the Schedule including all costs and expenses

### **Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

### **Product Supplied**

1. Work which has been executed or completed
2. Goods or materials which have been sold supplied erected repaired altered treated installed tested serviced stored or delivered

by or through You in the course of the Business within the Territorial Limits

### **Permanent Employees**

The General Definition in respect of Employee is restated as follows

Any person as defined as an Employee in the General Definitions engaged by You on a permanent basis working under Your control in connection with the Business unless otherwise stated

### **Territorial Limits**

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non-manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Products Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

## **Extensions applicable to Legal Liabilities Section**

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### **Additional Persons Insured**

We will indemnify

1. in the event of the death of any person entitled to indemnity under this Section the deceased's legal representatives but only in respect of legal liability incurred by such deceased person
2. at Your request
  - a. any of Your directors partners or Employees in respect of legal liability arising in connection with the Business provided that You would have been entitled to indemnity under this Section if the claim had been made against You
  - b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capabilities as such
  - c. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

### **Compensation for Court Attendance**

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You We will provide compensation to You up to a maximum of £250 per day on which attendance is required

### **Contractual Liability and Indemnity to Principal**

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours

5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service where such party is responsible for setting out the terms of the contract or agreement

### **Cross Liabilities**

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

### **Health and Safety at Work Costs**

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

### **Non-Permanent Employees**

The indemnity under this Section only applies in respect of Employees engaged by You on a permanent basis however

We will indemnify You in respect of Employees engaged on a non-permanent basis where You have requested this cover and the Schedule states 'Extended Cover is operative'

## **Exceptions applicable to Legal Liabilities Section**

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

### **Asbestos**

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

**Pollution or Contamination** (applicable to Public Liability Sub-Section and Products Liability Sub-Section)

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exclusion and limitation "Pollution or Contamination" shall be deemed to mean

- a. all pollution or contamination of buildings or other structures or of water or land or the atmosphere  
and
- b. all loss or damage to Property or Injury directly or indirectly caused by such pollution or contamination

**Liability under Contract or Agreement**

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

**Vehicles**

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation

# Public Liability Sub-Section

## Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property
3. accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

and occurring during the Period of Insurance within the Territorial Limits in connection with the Business

### Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

## Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Bona-Fide Sub-Contractors

We will indemnify You in respect of Your legal liability for work carried out by Bona-Fide Sub-Contractors working for You on Your behalf provided that We shall not be liable under this extension

1. unless prior to appointment You shall check that Bona-Fide Sub-Contractors hold a current Public Liability insurance with a minimum limit of indemnity of £2,000,000
2. in the event of a claim under this extension You shall provide documentary evidence of the Public Liability insurance held by the Bona-Fide Sub-Contractor at the time of his appointment to work for You

Unless otherwise specified and agreed this Section has been issued on the basis that payments to Temporary Employees and Bona Fide Sub-Contractors do not exceed 25% of Your annual turnover

### Contingent Motor Liability

Notwithstanding Exception (4) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

### Data Protection Act 1998

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses under Section 13 of the Data Protection Act 1998 caused in connection with the Business during the Period of Insurance provided that You are

1. a registered user in accordance with the terms of the Act
2. not in business as a computer bureau

The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

- a. legal liability 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
- b. legal liability caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
- g. legal liability where indemnity is provided by any other insurance

#### **Defective Premises Act**

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
  - a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
  - b. the cost of remedying any defect or alleged defect in the premises disposed of by You

#### **Movement of Obstructing Vehicles**

We will indemnify You in respect of Your legal liability arising from any vehicle (not owned or hired by or lent to You) being driven by You or any of Your Employees with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to You or any of Your Employees

Provided that

- a. movements are limited to vehicles parked on or obstructing Your own Premises or any site at which You are working
- b. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c. the vehicle causing obstruction is driven by use of the owners ignition key
- d. We shall not indemnify You against
  - i. Damage to such vehicle
  - ii. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

#### **Overseas Personal Liability**

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

### **Damage to Leased or Rented Premises**

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

## **Conditions to this Sub-Section**

### **Heat Condition**

It is a condition precedent to liability under this Sub-Section that if in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment of that claim

1. You must ensure that in respect of use away from Your Premises of electric oxyacetylene or other welding or cutting equipment or angle grinders blow lamps blow torches flame guns or hot air guns the undernoted precautions will be complied with on each occasion
  - a. the area in which work is to be carried out is examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials
  - b. suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as possible and You or Your Employees and trained in their use
  - c. blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
  - d. lighted blow lamps blow torches and flame guns not to be left unattended
  - e. hot air guns to be switched off when unattended
  - f. blow lamps are filled only in the open
2. You must ensure that in respect of use away from Your Premises of vessels for heating of bitumen or bituminous compounds
  - a. Vessels are continuously attended whilst heating is taking place
  - b. Vessels are only used in the open whilst heating is taking place
  - c. If Vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible materials not less than 10 feet square placed under the vessel before heating takes place
  - d. A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets full of sand are kept available for immediate useupon completion of each period of work a thorough fire safety check to be made of the vicinity of the work  
The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

### **Underground services**

It is a condition precedent to liability that in respect of this Sub-Section if in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that prior to any digging or excavation work You will

1. take all reasonable steps to identify the position of underground pipes cables and services including the use of any freephone facility for the location of such underground services
2. retain a written record of the measures taken to locate underground services
3. adopt a method of work which will minimise the risk of loss to all services

## **Exceptions to this Sub-Section**

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee

2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
4. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
  - a. which is licenced for road use
  - b. for which compulsory motor insurance or security is required
  - c. which is more specifically insured

Provided always that this exception will not apply in respect of

  - i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
  - ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant
  - iii. the use of any mechanically propelled motor vehicles or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
6. any advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by You or on Your behalf for a fee under a separate contract or in circumstances where a fee would normally be charged
7. the Excess shown in the Schedule in respect of each and every claim for Damage to Property and Use of Heat
8. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
  - a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
  - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
9. any liquidated damages fine or penalty
10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
11. work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of aerodromes or airports to which aircraft have access
12. work on or in any railway premises watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries fuel depots bridges canals docks piers wharves
13. work involving demolition unless part of a rebuilding contract otherwise insured by the Policy
14. work involving pile driving water diversion sub aqua work of the use of explosives
15. loss of or damage to
  - a. Property comprising the permanent or temporary works undertaken by You in the course of any contract or agreement and which is under Your control or for which You are responsible
  - b. Property which is held in trust by You or held in the custody or control of You or of any of Your Employees or any party who is carrying out work on your behalf where such Property is held for the purposes of
    - i. sales supply transport storage erection installation fitting treatment repair alteration testing or service
    - ii. work being carried out at Your normal place of business or that of the party carrying out the work for You on Your behalf
16. loss of or damage to documents data processing media or computer systems records or loss distortion or erasure of information stored
17. work where the depth of excavation exceeds 2 metres

## Products Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. accidental Injury to any person
2. accidental loss of or damage to Property

and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied

#### Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity

### Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

#### Consumer Protection Act Costs

We will indemnify 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 or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 provided that

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

### Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the General Exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. any advice instruction consultancy inspection certification testing treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee under a separate contract would normally be charged
4. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
5. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
6. any liquidated damages fine or penalty
7. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages

8. any Product Supplied which is in Your custody or control
9. Loss of or damage to or the cost of removing reinstating replacing or rectifying any Product Supplied under a separate previously completed contract

# Employers Liability Sub-Section

## Cover

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

### Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

### Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

## Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Unsatisfied Court Judgments

This Sub-Section extends to include the following

In the event of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of the Business which results in a judgment for Compensation being obtained by the Employee or the personal representatives of the Employee and which remains unsatisfied in whole or part six months after the date of such judgment We will at Your request pay to the Employee or the personal representatives of the Employee the amount of any such Compensation and any costs awarded to the Employee or the personal representatives of the Employee to the extent that they remain unsatisfied provided that

1. the judgment for Compensation is obtained
  - a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
  - b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

### Injuries to Working Partners (only applicable if stated in the Schedule)

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury

# Business Contents Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### **Business Contents**

Contents used predominantly for the purpose of the Business in the buildings at Your Premises

### **Geographical Limits**

The buildings at the Premises specified in the Schedule

## Cover

We will indemnify You in respect of Damage to Business Contents occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs within the Geographical Limits as detailed in the Schedule

The Sum Insured under each item is separately subject to Average

### **Limit of Liability**

Our liability under this Section shall not exceed the Sum Insured shown against each item in the Schedule for the Period of Insurance as stated in the Schedule

### **Basis of Claims Settlement**

The amount payable shall be an amount equal to the cost of repair reinstatement or replacement of the Property when new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new subject to the monetary limit specified in the Schedule Provided that repair reinstatement or replacement has been effected

## Section Exceptions

We will not indemnify You for

1. consequential loss of any kind or description
2. Damage caused by theft or any attempted theft when the Premises are unoccupied unless the theft or attempted theft involves
  - a. forcible or violent entry to or exit from the buildings or
  - b. the use of violence or the threat of violence .
3. Damage caused by
  - a. inherent vice latent defect gradual deterioration wear and tear frost change in water table
  - b. faulty or defective design or materials
  - c. faulty or defective workmanship operational error or omission on the part of You Your partners or any of Your Employeesbut this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
4. Damage caused by
  - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects mould or fungus
  - b. change in temperature colour flavour or finish
  - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

but this shall not exclude

- i. such Damage which itself results from fire lightning explosion aircraft or other aerial devices or objects dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft or attempted theft or from any other cause not being an excepted cause under this Section or otherwise excluded
  - ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
5. Damage caused by
    - a. acts of fraud or dishonesty by You Your partners directors or any of Your Employees
    - b. unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information or clerical error
    - c. any process of fitting testing servicing repair renovation or adjustment
  6. the Excess stated in the Schedule

## Section Conditions

### Automatic Reinstatement

In the absence of written notice from Us to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof

### Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

### Requirements

The following is a condition precedent to Our liability to indemnify You in relation to any claim

If You have failed to implement the requirements set out in the Schedule within the timescales specified You will lose Your right to indemnity or payment for that claim

# All Risks Tools and Business Equipment Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

### Excess

The amount stated in the Schedule

1. in respect of each and every claim by theft or attempted theft from an unattended vehicle
2. in respect of every other claim

### Geographical Limits

1. anywhere in Great Britain Northern Ireland the Channel Islands and the Isle of Man and the countries of the European Union
2. anywhere in the World

### Property Insured

1. hand tools mobile phones hand held portable power tools laptop computers survey equipment and the like belonging to or borrowed or leased by You Your directors partners or Your permanent Employees and for which You are responsible
2. stock materials in trade belonging to You or for which You are responsible up to an amount of £500 for all said property

## Cover

We will indemnify You in respect of Damage occurring during the Period of Insurance to Property Insured used in connection with the Business provided the Damage occurs within the Geographical Limits as detailed in the Schedule

The Sum Insured under each item is separately subject to Average

### Limit of Liability

Our liability under this Section shall not exceed the Sum Insured shown against each item in the Schedule for the Period of Insurance as stated in the Schedule

### Basis of Claims Settlement

The amount payable shall be an amount equal to the cost of repair reinstatement or replacement of the Property Insured when new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new subject to the monetary limit specified in the Schedule Provided always that repair reinstatement or replacement has been effected

## Section Exceptions

We will not indemnify You for

1. consequential loss of any kind or description
2. Damage caused by theft or any attempted theft to Property Insured whilst left unattended on any site or premises where You are carrying out work in connection with the Business unless stored in a securely locked building when not in use
3. Damage caused by
  - a. inherent vice latent defect gradual deterioration wear and tear frost change in water table
  - b. faulty or defective design or materials

- c. faulty or defective workmanship operational error or omission on the part of You Your partners directors or any of Your Employees

but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded

- 4. Damage caused by
  - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insect mould or fungus
  - b. change in temperature colour flavour or finish
  - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originatesbut this shall not exclude
  - i. such Damage which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft or attempted theft or from any other cause not being an excepted cause under this Section or otherwise excluded
  - ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
- 5. any theft or attempted theft from an unattended vehicle of trailer vehicle being any vehicle with no person in charge or keeping the vehicle under observation and able to observe or prevent any attempt by any person to interfere with the vehicle unless
  - a. 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
  - b. all Property Insured be out of sight in a locked boot or glove compartment
  - c. between the hours of 21.00 and 06.00 such vehicle is in a securely locked building or guarded security park
- 6. Damage caused by
  - a. acts of fraud or dishonesty by You Your partners directors or Your Employees
  - b. unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information or clerical error
  - c. any process of fitting testing servicing repair cleaning renovation or adjustment
- 7. the Excess stated in the Schedule

## Section Conditions

### Automatic Reinstatement

In the absence of written notice from Us to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof

### Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

### Requirements

The following is a condition precedent to Our liability to indemnify You in relation to any claim

If You have failed to implement the requirements set out in the Schedule within the timescales specified You will lose Your right to indemnity or payment for that claim

# Essential Business Legal Expenses Section

This Section is only operative if specified in the Schedule

## Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy

### Appointed Advisor

The solicitor accountant or other advisor appointed by Us to act on behalf of the Person-Insured under the terms of this Section

### Conditional Fee Agreement

The separate agreement between the You and Your Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Courts and Legal Services Act 1990) the format and contents of which have been agreed to by Us before it is entered into

### Collective Conditional Fee Agreement

The separate agreement between Your Appointed Advisor and Us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58 58A Courts and Legal Services Act 1990 (as substituted and inserted by section 27 Courts and Legal Services Act 1990) which does not refer to specific proceedings but which provides for Your Appointed Advisor's fees and expenses to be payable on a common basis

### Legal Costs & Expenses

1. In respect of all Insured Events other than as provided for in (2) and (3) below
  - a. Reasonable legal costs fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
  - b. Reasonable accountancy fees disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
  - c. Other sides costs incurred in civil claims where the Person-Insured has been ordered to pay them or pay them with Our agreement
2. In respect of Insured Event 7 where the claim is brought within England and Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us
3. Your loss of earnings incurred under Insured Event 5 (8)

### Limit of Indemnity

£100,000 which is the maximum Legal Costs and Expenses and Compensation Awards We will pay in respect of all claims related by time or original cause In respect of Compensation Awards £1,000,000 which is the maximum amount We will pay in respect of all claims aggregated in any one Period of Insurance

### Person-Insured

1. You or any of Your partners directors or Employees aged not less than 16 years nor more than 75 years
2. The estates heirs legal representatives or assigns of any persons mentioned in (1) in the event of such person dying
3. A person declared to Us who is contracted to perform work for You who is in all other respects insured by You on the same basis as Your other Employees and who performs work under Your supervision

### **Reasonable Prospects of Success**

In civil proceedings and criminal prosecution claims (except where the Person-Insured pleads guilty) where the Person-Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Person-Insured is seeking damages or compensation there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where the Person-Insured pleads guilty where there is a greater than 50% chance of successfully mitigating the Person-Insured's sentence or fine.

In tax claims any dispute or appeal where the Person-Insured has a greater than 50% chance of being successful.

In all claims involving an appeal where the Person-Insured has a greater than 50% chance of being successful.

### **Small Claims Court**

A court in England & 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.

### **Territorial Limit**

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

## **Cover**

For all Insured Events shown in the Schedule We will pay the Person-Insureds Legal Costs and Expenses (and Compensation Awards under Insured Event 2) up to the Limit of Indemnity including the cost of appeals provided that

1. You have paid the insurance premium
2. the Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit
3. the claim
  - a. always has Reasonable Prospects of Success
  - b. is reported to Us
    - i. during the Period of Insurance
    - ii. immediately after the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Policy
4. the Person-Insured always agrees to use the Appointed Advisor nominated by Us in any claim
  - a. falling under the jurisdiction of an Employment Tribunal or Small Claims Court and/or
  - b. prior to the issue of legal proceedings
5. any proceedings or hearing are dealt with by a court tribunal or other body that We agree to in the Territorial Limit
6. in respect of a claim under Insured Event 7 You enter into a Conditional Fee Agreement with Your Appointed Advisor or Your Appointed Advisor enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a court within England & Wales and falls outside the jurisdiction of the Small Claims Court

## **Insured Events Covered**

### **1 - Employment**

Defending You in an employment dispute with an Employee ex-employee prospective employee or trade union acting on their behalf arising from a breach or an alleged breach of their

1. contract of service with You and/or
2. statutory rights under employment legislation

An employment dispute is deemed to have occurred once all internal dismissal disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded.

### **What is not insured under Insured Event 1**

Any claim

1. for redundancy or 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
2. arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
3. for Legal Costs and Expenses relating to an internal disciplinary hearing or grievance

### **2 - Employment Compensation Awards**

Following a claim We have accepted under Insured Event 1 We will pay any

1. basic and compensatory award made against You by a tribunal
2. amount agreed by Us in settlement of a dispute

Provided that

- a. Reasonable Prospects of Success exist for a wholly successful defence throughout
- b. In respect of any compensation payable for redundancy alleged redundancy or unfair selection for redundancy You have sought and followed advice from Us or Our agent throughout including prior to serving any notice of a redundancy
- c. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme under a judgment made after full argument other than by consent or default or is payable under a settlement approved in writing by Us

### **What is not insured under Insured Event 2**

Any Compensation Awards relating to

1. trade union activities membership or non membership industrial or labour arbitration collective bargaining agreements trade union recognition or matters concerning European Works Council
2. Money due to an Employee under a contract of employment or a statutory provision relating thereto
3. Your failure to comply with a reinstatement or re-engagement order
4. a breach of an Employees statutory rights under the National Minimum Wage Act 1998
5. civil claims or statutory rights relating to trustees of occupational pension schemes

### **3 - Tax Protection**

1. a formal aspect or full enquiry into Your business tax affairs
2. an appeal following an assessment by HM Revenue & Customs relating to Value Added Tax
3. a dispute about Your compliance with regulations relating to
  - a. Pay As You Earn or
  - b. Social Security or
  - c. National Insurance Contributionsfollowing a review by HM Revenue and Customs
4. a formal aspect or full enquiry into the personal tax affairs of Your directors and/or partners

Provided that

- a. all returns are completed and have been submitted within the statutory timescales permitted
- b. in respect of aspect enquiries the Person-Insured is responsible for the first £250 of any claim

### **What is not insured under Insured Event 3**

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. a tax avoidance scheme

4. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the Person-Insured falls below the standard of a reasonably prudent businessman in keeping books and records
5. Your failure to register for VAT

#### **4 - Property**

A dispute relating to Property which You own or is Your responsibility

1. following an event which causes or could cause physical damage to your Property
2. following a public or private nuisance or trespass
3. and which You wish to recover or repossess from an Employee or ex-Employee

#### **What is not insured under Insured Event 4**

Any claim arising from or relating to

1. a contract between You and the third party except for claim under 4 (3)
2. defending any claim brought against You unless defending a counter-claim
3. a motor vehicle whilst at Your premises
4. goods in transit or goods lent or hired out
5. the compulsory purchase of or restrictions or controls placed on Your Property by any government local or public authority

#### **5 - Compliance and Regulation**

1. defending the Person-Insured when dealing with the police or Health & Safety Executive prior to the Person-Insured being charged
2. defending the Person-Insured following an event other than a parking offence leading to the Person-Insured being prosecuted in a court of criminal jurisdiction
3. representing You following a notice by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence
4. appealing against the terms of a Statutory Notice served against You
5. representing the Person-Insured at a formal investigation or disciplinary hearing by any trade association professional or regulatory body
6. defending You in a civil action alleging wrongful arrest arising from an allegation of theft
7. defending the Person-Insured in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against the Person-Insured provided that You are registered with the Information Commissioner
8. the Person-Insureds loss of earnings incurred when the Person-Insured is absent from work to attend any court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service The amount We pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1,000

#### **6 - Employees Extra Protection**

At Your request

1. defending an Employee in civil proceedings under legislation for unlawful discrimination on the grounds of sex race disability sexual orientation age religious belief or political opinion
2. defending an Employee as a trustee of a pension fund set up for the benefit of Your Employees
3. pursuing a claim following an event causing an Injury or death to an Employee or member of their family provided that the Employee is under a contract of service with You

## **Optional Cover – included when detailed in the Schedule**

### **7- Contract and Debt Recovery**

A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase hire purchase lease servicing maintenance testing sale or provision of goods or services

Provided that

1. the amount in dispute exceeds £200 or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £200
2. if the amount in dispute exceeds £5,000 You are responsible for the first £500 in each and every claim
3. in respect of a claim for an undisputed debt
  - a. You notify us within 90 days of the money becoming due and payable
  - b. You have exhausted Your normal credit control procedures

### **What is not insured under Insured Event 7**

Any claim relating to

1. computer software or systems which have been tailored to Your requirements
2. the sale or provision of computer hardware software systems or services by You
3. the letting leasing or licensing of land or buildings where You act as the landlord
4. the sale or purchase of any land or buildings
5. loans mortgages endowments, pensions or any other financial product
6. the settlement payable under an insurance policy
7. any claim that would be covered under Insured Event 1

## **What is not insured under this Section**

You are not insured for any claim arising from or relating to

1. Legal Costs and Expenses or Compensation Awards incurred before We accept a claim
2. any actual or alleged act omission or dispute occurring prior to or existing at the inception of this Section and which the Person-Insured knew or ought reasonably to have known could give rise to a claim under this Section
3. an allegation against the Person-Insured involving
  - a. assault violence or dishonesty
  - b. malicious falsehood
  - c. the manufacture dealing in or use of alcohol illegal drugs indecent or obscene materials
  - d. illegal immigration
  - e. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. fines penalties or compensation except as covered under Insured Events 2 or 5 (7)
5. the defence of legal proceedings relating to
  - a. damages for Injury (other than injury to feelings) or loss or damage to Property owned by You
  - b. a breach or alleged breach of professional duty
  - c. any tortious liability except where covered under Insured Event 4 Property
6. costs awarded against the Person-Insured by a court of criminal jurisdiction following a conviction
7. patents copyright trade marks passing-off trade or service marks registered designs secrecy and confidential information
8. a dispute with any subsidiary parent associated or sister company or between shareholders or partners
9. franchise rights or agency rights where You have the legal capacity to alter the legal relations of another
10. a judicial review
11. a dispute with Us not dealt with under Arbitration Condition below
12. defamation

## Conditions which apply to this Section

Failure to keep to any of these conditions may lead Us to cancel this Section refuse a claim or withdraw from an ongoing claim We also reserve the right to recover Legal Costs and Expenses from the Person-Insured should this occur

### The Person-Insureds responsibilities

A Person-Insured must

1. observe and keep to the terms of this Section
2. not do anything that hinders Us or the Appointed Advisor
3. tell us immediately after the Person-Insured becomes aware of any cause event or circumstances which could to give rise to a claim under this Section
4. tell Us immediately of anything that may materially alter Our assessment of the claim
5. cooperate fully with the Appointed Advisor and Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim
6. provide Us with everything We need to help Us handle the claim
7. take reasonable steps to recover Legal Costs and Expenses that We pay and pay to Us all costs that are recovered should these be paid to You
8. tell the Appointed Advisor to have the Legal Costs and Expenses assessed or audited if We require
9. minimise any Legal Costs and Expenses and try to prevent anything happening that may cause a claim
10. allow Us at any time to take over and conduct in the Person-Insureds name any claim proceeding or investigation

### The Appointed Advisor

1. In certain circumstances as set out in 2 below the Person-Insured may choose an Appointed Advisor In all other cases no such right exists and We shall choose the Appointed Advisor
2. Where the Person-Insured wishes to exercise their right to choose they should write to Us with their nominated representatives name and address The Person-Insureds chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times
3. We may refuse to accept the Person-Insureds nomination in exceptional circumstances If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
4. If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified or there is a conflict of interest the Person-Insured may choose a suitably qualified Appointed Advisor The Person-Insureds right to choose never applies to Employment Tribunal Small Claims Court or Tax claims unless there is a conflict of interest
5. If the Appointed Advisor refuses to continue acting for the Person-Insured with good reason the Person-Insured dismisses the Appointed Advisor without good reason or the Person-Insured withdraws from the claim without Our agreement cover will end immediately unless We agree to appoint another Appointed Advisor
6. The Appointed Advisor must enter into a Conditional Fee Agreement with You or a Collective Conditional Fee Agreement with Us if a claim under Insured Event 7 will be decided in a court within England & Wales and falls outside the jurisdiction of the Small Claims Court

### Our consent

We must give Our written consent to the Person-Insured to incur any Legal Costs & Expenses or Compensation Awards We do not accept any liability for Legal Costs & Expenses or Compensation Awards incurred without Our written consent.

### Settlement

1. We have the right to settle the claim by paying the value of Your claim

2. The Person-Insured must not negotiate settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
3. If the Person-Insured refuses to settle the claim following
  - a. a reasonable offer or
  - b. advice to do so from the Appointed AdvisorWe may refuse to pay further Legal Costs & Expenses

**Counsels Opinion**

We may require the Person-Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Person-Insured then We will pay for the opinion.

**Arbitration**

If there is a dispute between the Person-Insured and Us about the handling of a claim or the choice of an Appointed Advisor the matter will be referred to a suitably qualified person agreed upon by both parties The loser of the dispute shall be liable to pay the costs incurred If We fail to agree on a suitable person We will ask the president of the relevant Law Society to nominate

**Acts of Parliament & Jurisdiction**

All Acts of Parliament referred to within the policy shall include equivalent legislation in Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation

This Section will be governed by English Law

**Data Protection Act 1998**

It is agreed by Us that any information provided to Us regarding the Person-Insured will be processed by Us in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims if any which may necessitate providing such information to third parties



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