



**INSURANCE POLICY**

## **Tradesmen**

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

# Policy Information

We are keen to work in partnership with You and avoid any misunderstandings

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 Policy is based;
4. Policy Definitions and Conditions;
5. the Sections of the Policy which give details of the cover;
6. General exceptions to cover applying to the whole Policy;
7. Any Endorsements or Conditions Precedent 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 provided 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.

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.

## Making a Claim

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

If You have a need to seek additional assistance please contact Your insurance agent

### To make a legal expenses claim

For Policyholders who have elected either Essential Business Legal Expenses or Absolute Business Legal Expenses Section please contact ARAG in the event that you need to make a claim including if you are considering carrying out a redundancy

**Claims telephone number:** 0117 917 1698 or report on line at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

Under no circumstances should you instruct your own lawyer or accountant as ARAG will not pay the costs incurred and it could invalidate your cover.

### All other claims

To register a claim under any other Section You should contact **Arista claims on 0345 415 0492.**

## Help and Assistance

As an Arista Insurance customer you have access to a website and helplines as described below. Most of these helplines are available 24 hours a day 365 days a year and are available to you at no additional charge under your Business Legal Expenses cover.

### Legal and Tax Helpline

**0344 472 2924**

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. The advice covers business-related legal matters within EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Staff Counselling Helpline

**0333 000 2082**

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.

### Crisis Communication Helpline

**0344 571 7964**

Where you need help to respond to negative publicity or media attention you can access professional public relations support and crisis communication support. You are insured against the cost of crisis communication services under Insured event 11 of your Business Legal Expenses cover when you use this helpline.

### Redundancy Approval Helpline

**0117 917 1698**

#### **(under Essential Business Legal Expenses cover)**

In relation to the Essential Business Legal Expenses cover We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays) subject to a charge.

### Business Legal Services

**[www.araglegal.co.uk](http://www.araglegal.co.uk)**

By choosing Arista Insurance, you also have free access to business support via [www.araglegal.co.uk](http://www.araglegal.co.uk). The Business Legal Services website provides the essential tools and services to prepare vital paperwork; for example, your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts.

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown on your policy schedule to access the law guide and download legal documents to help with commercial legal matters. For a fee you can have your documents reviewed by a solicitor to ensure they meet your specific requirements.

## How to Complain

If You have any enquiry 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 have a complaint arising from Your Policy please contact

The Chief Executive  
Arista Insurance Limited  
55 Bishopsgate, London, EC2N 3AS  
[www.Arista-Insurance.com](http://www.Arista-Insurance.com)

After this action if You are still not satisfied with the way a complaint has been dealt with Your complaint may also be referred to the Financial Ombudsman Service

The address is  
Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567 / 0300 123 9 123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services

Following the complaints procedure does not affect Your rights to take legal proceedings

## Financial Services Compensation Scheme

Arista Insurance Limited is a trading name of Towergate Underwriting Group Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS)

If We are unable to meet Our obligations You may be entitled to compensation from the scheme depending on the type of insurance and the circumstances of the claim

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) Their telephone number is 0800 678 1100 or 020 7741 4100

# 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 hold personal information in accordance with the Data Protection Act 1998 The information supplied to Us by You may be used to

- Provide You with a quotation deal with the associated administration of Your Policy and to handle claims
- Search credit references credit scoring and fraud agencies who may keep a record of the search
- Share with those companies who are underwriting Your Policy to help offset risk for statistical analysis to handle claims and prevent fraud
- Support the development of Our business by including Your details in customer surveys for market research and business reviews which may be carried out by third parties acting on Our behalf

We may need to collect and process data relating to individuals who may benefit from this Policy ("Insured Persons") which under the Data Protection Act 1998 is defined as sensitive such as medical history of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur You must ensure that You have explicit verbal or written consent from the Insured Person to such information being processed by Us and that this fact is made known to the Insured Person

Information relating to Your Policy will be provided to the Employers Liability Tracing Office (ELTO) and added to an electronic database (The "Database") in a format set out by the Employers Liability Insurance; Disclosures by Insurers Instrument 2010

The Database assists individual claimants who have suffered an employment related injury or disease arising out of the course of their employment working on or carried on in the United Kingdom and as a result are covered by the employers liability insurance of their employers (the "Claimants")

- To identify which Insurer or Insurers was or were providing employers liability cover during the relevant periods of employment
- To identify the relevant employers liability insurance policies

The Database is managed by the ELTO and further information can be found at [www.elto.org.uk](http://www.elto.org.uk)

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 English law

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information We hold about them Please contact Us at Arista Insurance Limited 55 Bishopsgate, London, EC2N 3AS

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

Telephone calls may be recorded for Our mutual protection training and monitoring purposes

By applying for and/or entering into this Policy You will be deemed to consent to the use of Your data and Your Policy data in this way and for these purposes and that Your directors officers partners and Employees have consented to using their details in this way

# Index

	Page Number
The Contract of Insurance and the Underwriters	8
General Definitions	10
General Conditions	12
General Exceptions	17

## Sections

Legal Liabilities	20
Business Contents	29
Essential Business Legal Expenses	31
Contractors All Risks	38



# The Contract of Insurance and the Underwriters

This Policy is underwritten by Ageas Insurance Limited and certain Underwriters at Lloyd's and other insurers (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 liability of an Underwriter under this contract is several and not joint with other insurers party to this contract 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 Underwriter agrees to accept a premium

An Underwriter is not jointly liable for the proportion of liability underwritten by any other Underwriter Nor is an Underwriter otherwise responsible for any liability of any other Underwriter that may underwrite this contract

The proportion of liability under this contract underwritten by an Underwriter (or in the case of a Lloyd's syndicate the total of the proportions underwritten by all the members of the syndicate taken together) is shown below

Where the Underwriter is a Lloyd's syndicate each member of the syndicate (rather than the syndicate itself) is an Underwriter Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together) The liability of each member of the syndicate is several and not joint with other members A member is liable only for that members proportion A member is not jointly liable for any other members proportion Nor is any member responsible for any liability of any other Underwriter that may underwrite this contract The business address of each member is Lloyd's, One Lime street, London EC3M 7HA The identity of each member of a Lloyds syndicate and their respective proportion may be obtained by writing to Market Services at the above address

Although reference is made at various points in this clause to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

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 Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited (FCA Register number 204930) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and administered by ARAG plc (FCA Register No 452369) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
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All Other Sections	Ageas Insurance Limited – (FCA Register No 202039) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ – (FCA Register No 202570) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority Arch Insurance Company (Europe) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority
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Signed for and on behalf of the Underwriters

Andy Baughan - Chief Underwriting Officer

Arista Insurance is Registered in England and Wales No 5938669

Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN

**This Policy is a legal contract between You and Us and designed to be as easy to understand as possible  
You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy**

**Your proposal the Schedule Your Policy and any Endorsements shall be considered one legal document  
It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover**

**Your obligations under the Policy**

**The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim**

**Some of these obligations are expressed to be Conditions General Conditions or Conditions Precedent These are extremely important If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred**

**Steps to be taken if you cannot comply**

**If You are unable to comply with any Condition General Condition or Condition Precedent You should contact Us as soon as reasonably possible through Your insurance agent We will decide whether We might be prepared to agree a variation in the Policy**

**All Conditions General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent**

**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 (FRN 459593) an appointed representative of Towergate Underwriting Group Limited FCA Register Number 313250, authorised and regulated by the Financial Conduct Authority.

You can check this information on the Financial Conduct Authority register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)

# 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 is made up of a number of documents. These documents are the:

- (a) Policy
- (b) Schedule
- (c) endorsements
- (d) notice to policyholders
- (e) Statement of Fact or proposal form

## **Condition Precedent**

Any term expressed Condition Precedent is extremely important.

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss.

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

## **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

1. You may cancel Your Policy
  - a. within 14 days of receiving Your Policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
  - b. if at any time You sell the Business or sell all of the property insured shown in the Schedule or You cease trading

If You cancel the Policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance

2. Other than when the General Condition Fraud applies

We may cancel Your Policy

- a. By sending You 30 days written notice to Your last known address

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
  - We have not identified a breach of any Policy Condition
- b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

If this Policy or the Employers Liability Section is cancelled any certificates of Employers Liability Insurance are cancelled from the same date any copies should not be displayed at Your Premises

## 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 claim without 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**

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as Insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

- discuss it with Your insurance agent or
- disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

- (i) continue to provide cover under the appropriate Section on the same terms
- (ii) restrict the cover provided by the Section
- (iii) impose additional terms
- (iv) alter the premium
- (v) cancel the Section and or the policy

If You fail to notify Us of any such change We may at Our absolute discretion

- (i) treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the policy had We known of the increase in risk
- (ii) treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
- (iii) reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

### **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 You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

- (a) refuse to pay the whole of the claim and
- (b) recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

- have no cover under the Policy from the date of the termination and
- not be entitled to any refund of premium

#### **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

#### **Fair Presentation of the Risk**

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy  
Should You be in any doubt as to whether information should be presented to Us You must
  - discuss it with Your insurance agent or
  - disclose it to Us
2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - (a) deliberate or reckless or
  - (b) of such other nature that if You had made a fair presentation We would not have issued the Policy

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
  - (a) reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
  - (b) treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

- (i) avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
- (ii) refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
- (iii) issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

### **Subjectivity Condition**

If this policy has been issued or renewed subject to the following requirements

- (1) (a) You providing Us with any additional information requested
  - (b) You completing any actions agreed between You and Us
  - (c) You allowing Us to complete any actions agreed between You and Us
 by the required date(s)
- (2) You allowing Us access to The Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing
- (3) You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s)

and You do not complete these requirements by the required date(s), then We may at Our absolute discretion

- (a) modify the premium
- (b) issue a mid-term amendment to the policy or Section terms conditions and exceptions
- (c) exercise our right to cancel the Policy
- (d) leave the Policy or Section terms conditions and exceptions and the premium, unaltered

We will contact You with Our decision and where applicable specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this condition conflicts with any other cancellation condition then this condition shall prevail

Except in so far as they are expressly varied by this condition all of the terms conditions exclusions and limits of this Policy and of the Sections of the policy shall continue to apply until We advise You otherwise



**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

**Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**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

**Language**

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

# 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 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

**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 device 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 deathwhich 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

### **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**

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 Us
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 amendements 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

## **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. Injury to any person
2. loss of or damage to Property
3. 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

#### **Non- Permanent Employees**

The indemnity under this Sub-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'

## **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 being not less than the Limit of Indemnity applicable to this Sub-Section
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 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 Our liability under this Sub-Section Cover – Public Liability 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 immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) 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 Our liability that in respect of this Sub-Section Cover – Public Liability 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 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 or 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. Injury to any person
2. 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 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. 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**

Computer and Electronic Office Equipment Landlords Fixtures and Fittings All Other Contents Perishable Goods and other items for the purpose of the Business in any locked building at Your Premises

**Computer and Electronic Office Equipment** for which You are responsible including laser printers fax machines mobile telephones and photocopiers

### **Geographical Limits**

The buildings at the Premises specified in the Schedule and whilst temporarily removed elsewhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands for a period not exceeding 14 consecutive days.

## 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 at the buildings 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 theft or attempted theft from any unattended vehicle where
  - a. All doors and windows have not been locked and
  - b. The vehicle is not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
4. 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 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

5. 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

6. 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

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

It is a Condition Precedent to Our liability under this Section that 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 the Section.

### Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of 'no win no fee'.

### Conditional Fee Agreement

A legally enforceable agreement between the Person-Insured and the Appointed Advisor for paying their professional fees on the basis of 'no win no fee'.

### Employee

A worker who has or alleges they have entered into a contract of service with You provided they have been declared to Us and not as stated in the General Definitions of this Policy.

### Legal Costs and Expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us. The term 'standard basis' can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims other side's costs, fees and disbursements where the Person-Insured has been ordered to pay them or pays them with Our agreement.
3. Reasonable accountancy fees reasonably incurred under Insured Event 4 by the Appointed Advisor and agreed by Us in advance.
4. Your employee's basic wages or salary under Insured Event 9 in the course of their employment with You while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where You do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards You under Insured Event 11.

### Person- Insured

1. You or any of Your partners directors or Employees
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

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the Person-Insured successfully pursuing or defending the claim and if the Person-Insured is seeking damages or compensation a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the Person-Insured
  - a. pleads guilty a greater than 50% chance of successfully reducing any sentence or fine or
  - b. pleads not guilty a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal a greater than 50% chance of the Person-Insured being successful.



### **Small Claims Court**

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999. A court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002. A court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where this Section of the Policy applies.

### **Territorial Limit**

For Insured Events 6, 7 and 12 the United Kingdom Channel Islands Isle of Man Norway Switzerland and countries in the European Union. For all other Insured Events the United Kingdom Channel Islands and the Isle of Man.

## **Cover**

For those Insured Events shown in the Schedule We will pay the Person-Insured's Legal Costs and Expenses (and Compensation Awards under Insured Event 2) up to the limit of indemnity and aggregate limit specified in Your Policy Schedule for all claims related by time or originating cause including the cost of appeals subject to all of the following requirements being met.

1. You have paid the insurance premium.
2. The Person-Insured keeps to the terms of the Policy and cooperates fully with Us.
3. The Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit.
4. The claim
  - a. always has Reasonable Prospects of Success and
  - b. is reported to Us
    - i. during the Period of Insurance and
    - ii. immediately after the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Section.
5. Unless there is a conflict of interest the Person-Insured always agrees to use the Appointed Advisor chosen by Us in any claim
  - a. to be heard by the Small Claims Court or an Employment Tribunal and/or
  - b. before proceedings have been or need to be issued.
6. Any dispute will be dealt with by a court tribunal Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.
7. A claim is considered to be reported to Us when We have received the Person-Insured's fully completed claim form.

## **Insured Events Covered**

### **1- Employment**

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

1. contract of service with You and/or
2. related legal rights.

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

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures or
- b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

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

Any claim relating to

1. the pursuit of an action by You other than an appeal;
2. redundancy alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the Policy except where You have had equivalent cover in force up until the start of this Policy;
3. Legal Costs and Expenses for preparation and representation at an internal disciplinary hearing grievance or appeal.

## **2 - Employment Compensation Awards**

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

1. basic and compensatory award;
2. Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013 awarded against You by a tribunal or
3. an amount agreed by Us in settlement of a dispute;

Provided that

- a. Reasonable Prospects of Success exist for a wholly successful defence throughout and
- b. compensation is agreed through mediation or conciliation or under a settlement approved by Us or awarded by a tribunal judgment after full argument unless given by default

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

Compensation Awards and settlements relating to

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

## **3 – Employment Restrictive Covenants**

1. A dispute with your Employee or ex-Employee which arises from their breach of a restrictive covenant where You are seeking financial remedy or damages

Provided that the restrictive covenant

- a. is designed to protect Your legitimate Business interests and
  - b. is evidenced in writing and signed by Your Employee or ex-Employee
  - c. extends no further than is reasonably necessary to protect the Business interests and
  - d. does not contain restrictions in excess of 12 months.
2. A dispute with another party that alleges that You have breached their legal rights protected by a restrictive covenant.

## **4 -Tax Protection**

1. A formally notified aspect or full enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners.
2. A dispute about Your compliance with regulations relating to
  - a. Value Added Tax or
  - b. Pay As You Earn or
  - c. Social Security or
  - d. National Insurance Contributions or
  - e. the Construction Industry Scheme or
  - f. IR35following a compliance check by HM Revenue and Customs.
3. An enquiry into Your tax affairs or into the personal tax affairs of Your directors and/or partners arising from an alleged discovery by HM Revenue and Customs

Provided that

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

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

Any claim relating to

1. tax returns which result in HM Revenue and Customs imposing a penalty or claiming interest or which contain negligent misstatements.
2. an investigation by the Specialist Investigation Branch of HM Revenue and Customs.

3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the Person-Insured's financial arrangements.
4. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
5. Your failure to register for VAT.

## **5 - Property**

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

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

### **What is not insured under Insured Event 5**

Any claim relating to

1. a contract between You and a third party except for a claim under 5. 3.
2. goods in transit or goods lent or hired out.
3. compulsory purchase demolition restrictions controls or permissions placed on land or property by any government local or public authority.
4. a dispute with any party other than the party who caused the damage nuisance or trespass.

## **6 – Legal Defence**

1. A criminal investigation and/or enquiry by
  - a. the police
  - b. a health and safety authority or
  - c. other body with the power to prosecute
 where it is suspected that an offence may have been committed that could lead to the Person-Insured being prosecuted.
2. An offence or alleged offence which leads to the Person-Insured being prosecuted in a court of criminal jurisdiction.
3. A motor prosecution brought against Your directors and/or partners which does not relate to the Business.

### **What is not insured under Insured Event 6**

Any claim relating to a parking offence.

## **7 – Compliance and Regulation**

1. Receipt of a Statutory Notice served against You.
2. Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.
4. A claim against You for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against You provided that You are registered with the Information Commissioner.

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

Any claim relating to

1. the pursuit of an action by You other than an appeal.
2. a routine inspection by a regulatory authority.
3. a Health and Safety Executive Fee for Intervention.

## **8 – Statutory Licence Appeals**

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

## **9 – Loss of Earning**

The Person-Insured's absence from work to attend court tribunal arbitration disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.

### **What is not insured under Insured Event 9**

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

### **10 – Employees’ Extra Protection**

At Your request

1. where civil proceedings are issued against Your Employee
  - a. for unlawful discrimination or
  - b. in their capacity as a trustee of a pension fund set up for the benefit of Your Employees.
2. where Your Employee or a member of their family suffers physical bodily injury or death as a result of a sudden event.
3. a claim arising from personal identity theft targeted at Your directors and/or partners.

### **What is not insured under Insured Event 10.1 and 10.2**

Any claim relating to

1. defending You;
2. a condition or illness or disease which develops gradually over time.

### **11 – Crisis Communication**

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

1. liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Section of this Policy or acts on your behalf under any other policy) to draft a media statement or press release and/or
  2. arrange support and represent a Person-Insured at a press conference and/or
  3. prepare communication for Your customers and/or a telephone or website script
- provided that You have sought and followed advice from Our Crisis Communication helpline.

### **What is not insured under Insured Event 11**

Any claim relating to

1. Legal costs and expenses in excess of £10,000;
2. Matters that should be dealt with through Your normal complaints procedures.

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

#### **12 - 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 if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.

### **What is not insured under Insured Event 12**

Any claim relating to

1. an amount which is less than £200;
2. the letting leasing or licensing of land or buildings where You act as the landlord;
3. the sale or purchase of land or buildings;
4. loans mortgages endowments pensions or any other financial product;
5. computer hardware software internet services or systems which;
  - a. have been supplied by You or
  - b. have been tailored to Your requirements;
6. a breach or alleged breach of professional duty by a Person-Insured;
7. the settlement payable under an insurance policy;
8. a dispute relating to an Employee or ex-Employee;
9. adjudication or arbitration.

## Exceptions Under This Section

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

1. Legal Costs and Expenses or Compensation Awards incurred without Our consent;
2. any actual or alleged act omission or dispute happening before or existing at the start of this Section of the Policy and which the Person-Insured knew or ought reasonably to have known could lead to a claim ;
3. an allegation against the Person-Insured involving
  - a. assault violence indecent or obscene materials dishonesty malicious falsehood or defamation (except in relation to Insured Event 11)
  - b. the manufacture dealing in or use of alcohol illegal drugs illegal immigration
  - c. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1) or loss or damage to Property owned by the Person-Insured;
5. patents copyright passing-off trade or service marks registered designs and confidential information (except in relation to Insured Event 3);
6. a dispute with any subsidiary parent associated or sister company or between shareholders or partners;
7. franchise or agency agreements;
8. a judicial review;
9. a dispute with Us or the party who arranged this cover not dealt with under Arbitration Condition below;
10. the payment of fines penalties or compensation awarded against the Person-Insured (except as covered under Insured Event 2 or 7.4) or costs awarded against the Person-Insured by a court of criminal jurisdiction.

## Conditions Which Apply to this Section

Failure to keep to any of these conditions without good reason may lead Us to cancel this Section, refuse a claim or withdraw from an ongoing claim. We also reserves the right to recover Legal Costs and Expenses from the Person-Insured should this occur.

### The Person-Insured's responsibilities

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your favour;
2. co-operate fully with Us give the Appointed Advisor any instructions We require and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to claim back Legal Costs and Expenses and where recovered pay them back to Us;
4. keep Legal Costs and Expenses as low as possible;
5. allow Us at any time to take over and conduct in the Person-Insured's name any claim.

### Freedom to Choose an 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. If
  - a. We agree to start proceedings or proceedings are issued against the Person-Insured or
  - b. there is a conflict of interestthe Person-Insured may choose a qualified Appointed Advisor except where the Person-Insured's claim is to be dealt with by the Employment Tribunal or Small Claims Court where We shall always choose the Appointed Advisor.
3. Where the Person-Insured wishes to exercise the right to choose the Person-Insured must write to Us with their preferred representative's contact details. Where the Person-Insured chooses to use their preferred representative We will not pay more than We agree to pay a solicitor from Our panel.
4. If the Person-Insured dismisses the Appointed Advisor without good reason or withdraws from the claim without Our written agreement or if the Appointed Advisor refuses with good reason to continue acting for the Person-Insured cover will end immediately.

5. In respect of a claim under Insured Event 12 You must enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

**Consent**

The Person-Insured must agree to Us having sight of the Appointed Advisors file relating to the Person-Insured's claim. The Person-Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality and cost control purposes.

**Settlement**

1. We can settle the claim by paying the reasonable value of the Person-Insured's claim.
2. The Person-Insured must not negotiate settle the claim or agree to pay Legal Costs and Expenses without Our written agreement.
3. If the Person-Insured refuses to settle the claim following advice to do so from the Appointed Advisor We reserve the right to refuse to pay further Legal Costs and Expenses.

**Barristers Opinion**

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

**Arbitration**

If any dispute between the Person-Insured and Us arises from this Section of the Policy the Person-Insured can make a complaint to Us as described in the complaints Section of this Policy and We will try to resolve the matter. If We are unable to satisfy the Person-Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Person-Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service it can be referred for independent arbitration by a 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 to arbitrate the matter We will ask the President of the relevant law society to nominate. The arbitration shall be subject the Arbitration Acts and the arbitrator's decision shall be binding on all the parties.

**Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction**

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in 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.

# Contractors All Risks Section

## Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section

### **Contract**

Any Contract or agreement entered into by You to carry out work in the course of the Business where the estimated Maximum Contract Price does not exceed the amount stated in the Schedule

### **Contract Works**

The permanent and temporary works executed in the performance of the Contract and materials for use in connection therewith but excluding any work which involves

1. work in over or adjacent to water
2. bridges viaducts subways tunnels motorways dams and the like
3. a depth of excavation exceeding 3 metres
4. piling and underpinning

### **Estimated Original Contract Price**

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract Works

### **Excess /Excesses**

The amount or amounts shown in this Section or stated in the Schedule which You must pay for each and every claim and You will reimburse any such amount paid by Us

### **Existing Structure**

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

### **Free Issue Materials**

Materials for incorporation in the Contract Works

1. issued free to You by or on behalf of the employer and
2. for which You are responsible under the conditions of the Contract

### **Maintenance Period**

The period indicated in the conditions of the Contract but not exceeding 12 months or as specified in the Schedule during which You are responsible for rectifying defects

### **Maximum Contract Price**

The maximum price of any Contract for which We will provide indemnity as stated in the Schedule

### **Substantial Completion**

A building shall be deemed to be substantially complete when the work remaining relates only to choice of decoration fixtures and fittings

### **Territorial Limits**

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

## Property Insured

The Contract Works while on the site of any Contract anywhere within the Territorial Limits or in transit by road rail or inland waterway thereto

Temporary buildings including fixtures and fittings therein for use in connection with the Contract (excluding any hired-in property) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

Construction plant tools and equipment for use in connection with the contract (excluding hired-in property and property described in Contract Works temporary Buildings and Employees personal tools and effects anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

Hired-in property as otherwise described in Temporary Buildings and Constructional plant tools and equipment herein

Employees personal tools and effects while on the site of contracts within the Territorial Limits

## Cover

We will indemnify You by payment for the amount of or at Our option by repair reinstatement or replacement in respect of Damage to the Property Insured occurring within the Territorial Limits in the course of the Business during the Period of Insurance

Provided that

1. such Property Insured belongs to You or is Your responsibility
2. the measure of indemnity shall be the cost of repair reinstatement or replacement by similar property less an appropriate deduction for wear and tear
3. Our maximum liability in respect of any one claim irrespective of the number of parties insured by this Policy shall not exceed
  - a. in respect of the Contract Works 125% of the Estimated Original Contract Price or the Maximum Contract Price in the Schedule including the value of Free Issue Materials and any payment or payments under any of the Section Extensions at the time of Damage
  - b. in respect of all other Property Insured the Sum Insured by each item as detailed in Schedule at the time of Damage

## Section Extensions

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

### **Automatic reinstatement following claim**

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage

Provided that

1. You will comply with any reasonable recommendations We may make to prevent further Damage
2. You will pay an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the date of the Period of Insurance

### **Professional fees**

We will indemnify You for architects' surveyors' and consulting engineers' fees necessarily incurred in the repair reinstatement or replacement of the Property Insured consequent upon Damage thereto for which indemnity is provided by this Section (but not for preparing any claim)

Provided that the amount payable shall not exceed those authorised by the appropriate professional body



**Debris removal**

We will indemnify You for costs and expenses necessarily incurred by You with Our consent in respect of

1. removing debris from
2. dismantling and/or demolishing
3. shoring up propping or fencing off
4. repairing or cleaning drains sewers service mains and the like and/or dewatering
5. temporary boarding up of windows following breakage of glass

the portion or portions of the Contract Works resulting from any Damage for which indemnity is provided by this Section

But we will not indemnify You in respect of costs and expenses

- a. incurred in removing debris except from the Contract Works where Damage occurred from the area immediately adjacent thereto
- b. arising from pollution or contamination of Property not insured by this Section

The maximum We will pay in respect of any one loss under this Extension shall not exceed ten per cent of the Estimated Original Contract Price

**Public Authorities requirements**

We will indemnify You for such additional cost of reinstatement of the Property Insured as may be incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon You following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as We may allow in writing

Provided that We shall not be liable in respect of costs for

1. requirements relating to undamaged property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance)
2. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

If Our liability under this Section is reduced by the application of any terms of this Policy Our liability under this clause will be similarly reduced

The maximum We will pay under this Extension in respect of any one Contract is the Sum Insured stated in the Schedule

**Free Issue Materials**

The Contract Works will include any Free Issue Materials provided You include their value in the contract price of any Contract and any declaration required by Us

**Offsite storage**

We will indemnify You under Contract Works in respect of materials or goods designated for incorporation in the Works while such materials or goods are temporarily held in store away from the site of the Contract but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the Works

Our liability under this Extension shall be limited to fifteen per cent of the Sum Insured of Contract Works or £25,000 (whichever is the less) at any one location

**Immobilised plant**

We will indemnify You for the cost of recovery or withdrawal of Constructional plant or equipment or Hired in property which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement

### **Plans and documents**

We will indemnify You for clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other Contract documents damaged within the Territorial Limits provided that Our liability shall not exceed £10,000 in respect of any one occurrence of Damage

### **Principals clause**

This Section is extended to cover an principal in a like manner to You where required by the conditions of the Contract

### **Expediting expenses**

In the event of Damage to the Property Insured the cost of repair reinstatement or replacement admitted under this Section shall subject to Our consent include the additional costs of overtime weekend and shift working plant hire charges express delivery necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provide that Our liability shall not exceed £10,000 in respect of any one occurrence of Damage

### **Series Losses**

Where Damage of or to the Property Insured on any one contract site arises during any one period of 72 consecutive hours caused by storm tempest flood earthquake subsidence or collapse it shall be deemed to be a single event and therefore constitute one loss with regard to the application of the Excess

### **Other interests**

The interest in the Property Insured of any party entering into an agreement with You is noted in this insurance to the extent that the agreement entered into with You requires such interest to be noted and is in respect of that part of the Property Insured to which the agreement relates

### **Munitions**

Notwithstanding Exclusion 15 We will indemnify You in respect of loss or damage to the Property Insured arising from the detonation of munitions of war in or about or in the vicinity of any place where the Property Insured may be Provided that the presence of such munitions does not result from a state of war current at the time of such loss or damage

### **Continuing hire charges**

We will indemnify You against Your legal liability to pay continuing hire charges following Damage to any machinery plant tools or equipment which is

1. hired by You for use in connection with the Business and
2. insured under this Section

during the period in which such machinery plant tools or equipment cannot be used as a result of such Damage

Provided that

- a. this indemnity shall only apply in respect of hired machinery plant tools or equipment for which a valid claim has otherwise been admitted under this Section
- b. Our liability under this Extension in respect of each affected item shall not exceed an amount equal to its hire charge for 90 days
- c. Our liability during any one Period of Insurance shall not exceed the Limit of Liability shown in the Schedule for this Section
- d. We will not indemnify You for
  - i. Damage caused by or arising from Your wilful act or neglect
  - ii. continuing hire charges in respect of tower cranes or scaffolding
  - iii. continuing hire charges in respect of the first 48 hours following such Damage

### **Maintenance or Defects Liability period**

We will indemnify You for Damage to the permanent works or any part thereof occurring during any Maintenance Period or defects liability period but only in respect of Damage for which You are liable arising from a cause occurring prior to the commencement of the Maintenance Period or for Damage to work actually being undertaken during such Maintenance Period solely in connection with Your obligations under the Contract to remedy a defect or complete any snagging list and any

construction plant insured under Temporary Buildings Construction plant tools and equipment hired in property Employees' personal tools and effects for use in connection therewith

## Section Conditions

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

### Cessation of Work

In the event of stoppage of work by You on the contract site from any cause for a period of 90 consecutive days cover in respect of the Contract Works shall be suspended unless its continuance be agreed in writing by Us

In the event of such total or partial cessation of work You shall use due diligence and do all things reasonably practicable to protect the Property Insured

### Plant inspection

You shall ensure that all plant and equipment requiring inspection under any Statute or Order is so inspected

### Access

You shall give to Us and every person authorised by Us access to the Property Insured at all reasonable times

### Hiring out

Under Construction plant tools and equipment and Hired-in property in the case of plant hired out by You the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association unless agreed by Us

### Joint code of practice

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy hereinafter referred to as The Joint Code

This Condition shall apply to the Contract provided that the Estimated Original Contract Price is £2.5m or more and for the purpose of Paragraph 6.3 of the The Joint Code if the Estimated Original Contract Price exceeds £20m it shall be deemed to be a large project

Our appointed representative shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code

In the event of Us becoming aware of a breach of The Joint Code We may inform the main/management contractor's construction site management of the nature of the breach specifying the remedial measures required by Us (the remedial measures) and the period within which these must be completed

Where We consider such a breach is of sufficient importance We may confirm the same by notice in writing to the Employer and the main/management contractor and the first named party forming You when this is not the Employer or main/management contractor at their respective addresses nominated by You at the inception of cover or as subsequently amended

Under the terms of this or any subsequent notice We may suspend or cancel all cover under the Policy from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it being understood that upon suspension such cover shall be reinstated when We are satisfied that the remedial measures have been completed such notice shall be given by registered post recorded delivery facsimile transmission or by hand

The reference to suspension or cancellation of all cover shall apply only to the Contract specified in the notice

This clause shall not in itself be considered a Condition Precedent to liability but its inclusion shall not prejudice waive or remove Our rights under the terms of other Policy exceptions and conditions

This clause does not apply to any Public Liability Employers' Liability or JCT 6.5.1 insurance if provided by this Policy  
In the event of cancellation We may agree to return to You a pro rata proportion of the relevant part of the Policy premium

## Section Exceptions

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

We will not indemnify You in respect of

1. Damage to any part of the permanent Contract Works
  - a. For which a certificate of completion has been issued or
  - b. Which has been completed and handed over to Your employer or
  - c. Taken into useunless the Damage occurs
  - i. During the Maintenance Period but caused before the beginning of the Maintenance Period or
  - ii. While You are carrying out Your obligations under the Maintenance Period or
  - iii. Within 14 days of the issue of a certificate of completion but only to the extent You are legally liable under the conditions of the Contract
2. the Excess stated in the Schedule
3. Damage to any Property forming or which has formed part of any Existing Structure
4. Damage for which You are relieved of responsibility under any contractual agreement
5. Damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than herein provided
6. Damage to any airborne or waterborne vessel or craft or any property therein or thereon
7. Money gold or silver articles jewellery or watches
8. Damage resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either
  - a. An authorised Employee of Yours is actually on the site of the Contract Works or
  - b. Such Property is contained in a securely closed and locked hut or building
9. Damage to any mechanically propelled vehicle or plant other than any such vehicle not more specifically insured and which is
  - a. not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
  - b. designed or adapted primarily for use as a tool of trade
10. Damage to any item of machinery plant tools or equipment caused by its own breakdown or explosion
11. the cost of repairing replacing or rectifying any
  - a. Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
  - b. other Property Insured lost or damaged to enable the repair replacement or rectification of Property Insured excluded by 9 (a) aboveThis exception will not apply to other Property Insured which is free of the defective condition but is damaged as a consequence thereof  
Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design plan specification materials or workmanship in or any part of that Property Insured
12. the cost of rectification or making good wear and tear gradual deterioration due to atmospheric conditions or otherwise rust mildew corrosion or oxidation or scratching of painted or polished surfaces
13. the cost of normal upkeep or normal making good
14. liquidated damages penalties for delay or non-completion or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein
15. loss of Property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event
16. Damage caused by Your wilful act or wilful neglect



**Arista Insurance Limited**

Registered in England and Wales No. 5938669

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Arista Insurance Limited (FRN 459593) an appointed representative of Towergate Underwriting Group Limited  
FCA Register Number 313250, authorised and regulated by the Financial Conduct Authority.

[www.arista-insurance.com](http://www.arista-insurance.com)