

# iConstruct

## Contractors Insurance policy



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You must read this policy together with **your** current **schedule** which gives precise details of the cover.

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# Customer service information

The insurance cover provided by this insurance policy is issued in accordance with the authorisation certain **underwriters** at **Lloyd's** and other Association of British Insurers member insurance companies have granted to Premco Underwriting under the terms of the contract(s), referenced in the **schedule**, between Premco Underwriting and the participating syndicate(s). This contract makes Premco Underwriting agent of the participating syndicate(s) and gives them the authority to perform certain acts on its behalf but does not affect **your** rights to claim or make a complaint. The participating insurance company and/or syndicate names are detailed below and on **your schedule**.

## About the Insurer(s)

The insurer(s) are referred to throughout this document in the first person as **We, Us** and **Our** and the insured(s) are referred to in the second person as **You, Your** and **Yours**

Sections 1-3 are underwritten by Allied World Assurance Company (Europe) DAC which is registered in Ireland, registration number 361888  
Registered Office: 3rd Floor George's Quay Plaza, Dublin 2

Allied World Assurance Company (Europe) DAC is authorised and regulated by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority pursuant to the European Union (Insurance and Reinsurance) Regulations 2015.

Sections 4-5 are underwritten by AXIS Syndicate 1686, managed by AXIS Managing Agency Ltd which is registered in England and Wales, registration number 08702952.

Registered Office: 1 Ropemaker Street, London EC2Y 9AW.

AXIS Managing Agency Ltd is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. FCA Registration Number 754962.

Sections 6-7 are underwritten by W. R. Berkley Syndicate 1967 at Lloyd's, managed by W. R. Berkley Syndicate Management Ltd which is registered in England and Wales, registration number 07712472.

Registered Office: 14th Floor, 52 Lime Street, London, EC3M 7AF.

W. R. Berkley Syndicate Management Ltd is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. FCA Registration Number 568355.

Section 8 is underwritten by Financial & Legal Insurance Company Ltd which is registered in England and Wales, registration number 03034220.

Registered Office: 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

Financial & Legal Insurance Company Ltd is authorised and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. FCA Registration Number 202915.

## About the Coverholder

This policy is a contract of insurance between **you** and **us**. **Your** policy has been underwritten on **our** behalf by Premco Underwriting.

Premco Underwriting is a trading style of Premier Commercial Ltd which is registered in Scotland, registration number 160330.

Registered address: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH.

Premier Commercial Ltd trading as Premco Underwriting is authorised and regulated by the Financial Conduct Authority. FCA Registration Number 303287 and **you** can check this information is accurate on the Financial Services Register which is available to view online at <https://register.fca.org.uk>.

This contract makes Premco Underwriting **our** agent and gives them the authority to perform certain acts on **our** behalf but does not affect **your** rights to claim or make a complaint.

## Enquiries

If **you** have a general enquiry regarding **your** policy please contact **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy. **You** can contact Premco Underwriting by calling us on 0330 165 2000 or by emailing [info@premco.co.uk](mailto:info@premco.co.uk).

## Things you must do

There are conditions contained in this policy which are conditions precedent to **our** liability to **you** to pay a claim intimated by **you** under the cover provided by this policy. If **you** breach any of these conditions **we** can deny **your** claim or reduce the amount **we** will pay to **you** if **your** non-compliance has had a material effect on the claim.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme. **You** could be entitled to compensation from the scheme if **we** cannot pay a claim to **you** under this policy. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this policy. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## Conformity

When **you** read the policy **you** will find that some items can be singular or plural, feminine, or masculine. This clause is designed to correct this. Words in the singular includes the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also includes all its amendments or replacements.

# Customer service information

## Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that underwrites this contract. The proportion of liability under this contract underwritten by an insurer (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 in this contract. In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. 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 member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that underwrites this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion can be obtained by writing to Market Services, Lloyd's, at the above address. Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this must be read as a reference to contracts in the plural.

# Customer service information

This Introduction, the Customer service information, the General definitions, General conditions, General exclusions, Sections, Section extensions, the **schedule** and any endorsements all form part of this insurance policy.

## IMPORTANT REMINDER

It is important that:

- **You** check that the information **you** have given **us** is accurate and up to date – See the Customer service information section for more details.
- **You** read the policy and understand its contents, if **you** do not understand any aspect please contact **your** insurance advisor.
- **You** comply with **your** duties under each section and under the insurance as a whole.
- **You** check that the sections **you** have requested are included in the **schedule**.

This policy must be kept in a safe place. **You** will need to refer to it if **you** have to make a claim.

This section contains important information about how **we** will deal with claims under this policy and the information **you** have given us.

### Information you have given us

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you**, or **your** appointed agent acting on **your** behalf, have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information, **we** will treat **your** policy as if it never existed and decline all claims. **We** are entitled to keep any premium already paid by **you** in this situation.

If **we** establish that **you** provided **us** with false, incomplete, or misleading information, but this was neither deliberate nor reckless, it can adversely affect **your** policy and any claim.

For example:

- Where **we** could have accepted the risk and offered **you** an insurance policy, but **we** would have charged a higher premium, **we** will only pay a percentage of any claim that **you** make under the policy. **We** would do this by considering the premium **we** charged as a percentage of the higher premium **we** would have charged and then paying **you** the equivalent percentage of any claim.  
  
So, as an example: if the premium **we** actually charged was £250 (two hundred and fifty pounds) and the higher premium **we** would have charged was £1,000 (one thousand pounds), then the premium **we** actually charged represents twenty five percent of the higher premium **we** would have charged, and **we** will only pay 25% (twenty five percent) of any claim.
- **We** will treat this policy as if it had never existed and refuse to pay all claims and return the premium. **We** will only do this if the false, incomplete, or misleading information means that **we** provided **you** with insurance cover when **we** would not otherwise have offered it at all had the risk been fairly presented.
- If **we** would have written the risk on different terms had it been fairly presented, **we** will amend the policy to include these terms. **We** will apply these amended terms as if they were already in place before a claim is made.
- **We** can cancel **your** policy in accordance with its cancellation provisions.

**We** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- amend the terms of **your** policy; or
- reduce **your** claim in accordance with the above.

If **you** become aware that information **you** have given **us** is inaccurate or incomplete, **you** must inform **us** without delay.

# Customer service information

## Data Protection

**We** act as the Data Controller. How **we** use and look after the personal information is set out below.

Information can be used by **us**, the coverholder, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **us** to process **your** personal information to enable the performance of the insurance contract, to administer **your** policy of insurance and/or handle any insurance claim **you** submit to **us** under this policy. The processing of **your** personal data could also be necessary to comply with any legal obligation **we** have and to protect **your** interest during the course of any claim.

## What we process and share

The personal data **you** have provided, **we** have collected from **you**, or **we** have received from third parties include **your**:

1. name; date of birth, residential address and address history.
2. contact details such as email address and telephone numbers.
3. financial and employment details.
4. identifiers assigned to **your** computer or other internet connected device including **your** internet protocol (IP) address.
5. health or criminal conviction information.
6. vehicle or household details.
7. any information which **you** have provided in support of **your** insurance claim.

**We** receive information about **you** from the following sources:

- **your** insurance broker.
- from third parties such as credit reference agencies and fraud prevention agencies.
- from insurers, claims handling agents, witnesses, the Police (in regard to incidents) and solicitors
- directly from **you**.

**You** acknowledge that **we** if requested we can be required as a matter of law or regulation to disclose Personal Data provided to **us** to a Court of law or regulatory body such as the Prudential Regulatory Authority, the Financial Conduct Authority, Lloyd's of London, the Employers' Liability Tracing Office or any other public body or authority of competent jurisdiction and **you** consent to any such disclosure.

**We** will not pass **your** information to any third parties except to enable **us** to process **your** claim, prevent fraud and comply with legal and regulatory requirements. In which case **we** will need to need to share **your** information with the following third parties:

- solicitors or other claims handling agents appointed by **us** or by **you**
- **underwriters** and reinsurers
- fraud and crime prevention agencies, including the Police
- other suppliers carrying out a service on **our**, or **your** behalf.

**We** will not use **your** information for marketing further products or services to **you** or pass **your** information on to any other organisation or person for sales and marketing purposes without **your** consent.

## Data Retention

**We** will hold **your** details for up to seven years after the expiry of **your** policy, complaint and/or claims settlement.

## Your rights

**Your** personal data is protected by legal rights, which include **your** rights to:

- object to **our** processing of **your** personal data.
- request that **your** personal data is erased or corrected.
- request access to **your** personal data and date portability.
- complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data **we** hold about **you**, there is no charge for this service.

If **you** have any questions about **our** privacy policy or the information **we** hold about **you** please contact Premco Underwriting by telephone on 0330 165 2000 or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk).

## Headings

The section headings used in this policy are for reference purposes only and will not affect the meaning or interpretation of the policy.

# Legislation

*In this policy we make reference to various laws and statutes. There follows a brief description of each. This is intended for **your** information purposes only and is not part of the terms of this policy.*

*The laws and statutes referred to below will apply as amended or replaced from time to time.*

## **Consumer Protection Act 1987**

Designed to protect consumers from products that do not reach a reasonable level of safety

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

Makes provision for the enforcement of contractual terms by third parties.

## **Corporate Manslaughter and Corporate Homicide Act 2007**

States that companies and organisations can be found guilty of corporate manslaughter or homicide if serious management failures cause a person's death and amount to a breach of a duty of care.

## **Data Protection Act 2018**

Controls how an individual's personal information is used by organisations, businesses, or the government.

## **Defective Premises Act 1972**

Imposes duties in connection with the provision of premises and imposes liability for **injury** or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

## **Defective Premises (Northern Ireland) Order 1975**

Imposes duties in connection with the provision of premises and imposes liability for **injury** or damage caused to persons through defects in the state of the premises. In certain circumstances the duty of care is extended to after the premises have been disposed of.

## **EU Environmental Liability Directive 2004/35/EC**

Establishes a framework based on the "polluter pays" principle to prevent and remedy environmental damage.

## **Food Safety Act 1990**

Provides the framework for all food legislation in Britain and sets out the duties of food producers and food handlers in relation to food safety.

## **Health and Safety at Work etc. Act 1974**

Places duties on all employers to ensure, as far as reasonably practicable, the health, safety and welfare at work of all employees.

## **Health and Safety at Work (Northern Ireland) Order 1978**

Places duties on all employers to ensure, so far as is reasonably practicable, the health, safety and welfare at work of all employees.

## **Road Traffic Act 1988**

Consolidates certain enactments relating to road traffic, including road safety, construction and use of vehicles and equipment, licensing of drivers of vehicles, driving instruction and third-party liabilities.

## **Road Traffic Northern Ireland Order 1981**

Relates to road traffic, including road safety, licensing of drivers of vehicles, regulation of motor vehicles, foreign vehicles and insurance against third-party liabilities.

# General definitions

The following definitions apply in all sections of this policy unless otherwise stated. Each time one of the words below is used it will have the same meaning wherever it appears in the policy, **schedule**, endorsements or conditions. To help identify these words they will appear in **bold** in the policy wording.

## Business

The **business** activities as described in the **schedule** and which includes

1. the ownership repair and maintenance of **your own property**;
2. the provision and management of canteen social sports and welfare activities for the benefit of **you or your employees**
3. the provision and management of first aid fire security and ambulance services
4. the performance of private duties carried out by **your employees** with **your** written consent for any director partner or senior official of **yours**

and no other **business** for the purposes of this insurance.

## Communicable disease

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

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation of a virus, bacterium, parasite, or other organism, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of **property** insured hereunder.

## Computer system

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

## Contract site

Contract site means the site which is the subject of the **contract** and upon which the **contract works** are undertaken.

## Contract works

The permanent and temporary works executed in performance of the contract and materials for use in connection therewith.

## Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

## Cyber incident

Means

1. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
2. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

## Cyber loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act** or **cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act** or **cyber incident**.

## Damage

Physical loss, destruction of or damage to the **property** insured.

## Data

Facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **data processing** or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

## Data processing

Any computer or **data processing** equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

## Data processing media valuation

Notwithstanding any provision to the contrary within the policy or any endorsement thereto, it is understood and agreed as follows:

**Data processing media** insured by this policy suffering physical loss or **damage** insured by this policy, then the basis of valuation will be the cost of the blank media plus the costs of copying the **data** from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such **data**. If the media is not repaired, replaced or



# General definitions

restored the bases of valuation will be the cost of the blank media. However this policy does not insure any amount reflecting the value of such **data** to the Assured or any other party, even if such **data** cannot be recreated, gathered or assembled.

## ELTO

The Employers' Liability Tracing Office or any successor body or bodies to it.

## Employee

Any person who is

1. under a contract of service or apprenticeship with **you**;
2. a labour master or supplied by a labour master;
3. employed by labour only sub-contractors;
4. self-employed and working for **you** and under **your** control;
5. hired to or borrowed by **you**;
6. supplied to **you** for the purposes of study, work or training experience;
7. a prospective employee who is undergoing practical work experience whilst being assessed by **you** as to his or her suitability for employment;
8. a voluntary helper while working under **your** supervision and control in connection with the **business**;
9. an outworker or homeworker employed under a contract to personally carry out any work in connection with the **business** while they are engaged in that work;

whilst working for **you** in the course of the **business**.

## Employees Tools

Personal tools and effects the property of the Insured's employees other than motor vehicles precious metals precious stones or articles made therefrom or money.

## Excess

This is the first part of any claim that **you** will have to pay after the application of all other terms and conditions of the insurance including average (General condition 7).

## FCA

The Financial Conduct Authority or any successor body or bodies to it.

## Goods

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

## Injury

Bodily injury death illness disease or shock causing bodily injury.

## Lloyd's

Lloyd's of London or any successor body or bodies to it.

## Money

Cash, bank and currency notes, postal and money orders, bankers' drafts, cheques, giro cheques, giro drafts, national giro payment orders, travellers cheques, crossed warrants, bills of exchange, securities for money, postage revenue, current postage stamps and unused postal franking machine units, national insurance and holiday with pay stamps, stamped national insurance and holiday with pay cards, national savings certificates, national savings stamps, saving stamps, war bonds, premium savings bonds, franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps, VAT invoices, travel vouchers, travel tickets, airline tickets, uncrossed dividend warrants, consumer redemption vouchers, gift tokens, certificates of deposit and credit cards.

## Offshore

From the moment in time that an **employee** embarks onto any conveyance at the point of final departure on land to any offshore installation until the moment in time that an **employee** disembarks from any conveyance onto land upon their return from any offshore installation.

## Period of insurance

The period from the effective date shown in the **schedule** until the expiry date shown in the **schedule** both dates based upon Greenwich Mean Time and inclusive. This includes any subsequent period for which **we** accept payment for renewal of this policy.

## Pollution

Pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory and all loss, **damage** or **injury**, directly or indirectly caused by such pollution or contamination.

## PRA

The Prudential Regulation Authority or any successor body or bodies to it.

## Premises

the premises stated in the **schedule**.

## Property

Material property.

# General definitions

## Schedule

The **schedule** of insurance which attaches to this policy.

## Specified disease

Acute encephalitis, Acute poliomyelitis Anthrax, Chicken pox, Cholera, Diphtheria, Dysentery, Erysipeloid, Legionellosis, Legionnaires Disease, Leprosy, Leptospirosis, Lyme Disease, Malaria, Measles, Meningitis, Meningococcal septicaemia, Mumps, Ophthalmia neonatorum, Paratyphoid fever, Puerperal fever, Rabies, Relapsing fevers, Rubella, Scarlet fever, Smallpox, Tetanus Toxoplasmosis, Tuberculosis, Typhoid fever, Typhus fever, Viral hepatitis, Whooping cough, Yellow fever.

## Terrorism

Any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political social religious ideological or similar causes and objectives.

## Unoccupied

Any building or part of any building which is unoccupied or not in use by **you** or any tenant of **you** for more than thirty consecutive days.

## Underwriters

The syndicates and insurance companies named in **your** insurance schedule.

## War

War is a phenomenon of organized collective violence that affects either the relations between two or more societies or the power relations within a society including absolute war, instrumental war, and agonistic fighting.

## We/us/our

The syndicates and insurance companies named in **your** insurance schedule.

## You/your/yours

The person or persons or corporate body named in the **schedule** and includes

1. any subsidiary company which is named in the policy **schedule** operating in or from **premises** in Great Britain, Northern Ireland the Channel Islands or the Isle of Man;
2. at **your** written request
  - 2.1. any director or **employee** of **yours** while acting on behalf of or in the course of his employment or engagement by **you** in respect of liability for which **you** would have been entitled to insurance under this policy if the claim against any such person had been made against **you**;
  - 2.2. any officer member or **employee** of **yours**, social sports or welfare organisation or fire first aid or ambulance service in his respective capacity as such;
  - 2.3. any director partner or senior official of **yours** in respect of private work conducted by any **employee** of **you** for any such person with **your** the consent;
3. in the event of **your** death **your** personal representatives in respect of liability incurred by **you** provided that such person must, as though he were **you**, observe fulfil and be subject to the terms exceptions conditions and endorsements of this insurance as far as they can apply.

# General conditions

The following are conditions of the insurance that **you** need to meet as **your** part of this contract to which this endorsement attaches. If **you** do not meet any of these conditions and that either causes a claim or contributes to a claim, **we** can reject that claim or payment in respect of that claim could be reduced. In addition to these general conditions which apply to all sections there are additional conditions which are applicable to specific sections of this insurance which will appear in this document or in your Insurance Document:

## 1. Fair presentation of the risk

- 1.1. **You** must make a fair presentation of the risk to **us** at inception, renewal and variation of the policy.
- 1.2. **We** can avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
  - 1.2.1. 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.
  - 1.2.2. 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** will instead
    - 1.2.2.1. 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
    - 1.2.2.2. treat the policy as if it had included such additional terms (other than those requiring payment of premium) as **we** would have imposed had **you** made a fair presentation.

## 2. Maximum sums payable

At any time at **our** sole discretion **we** can pay to **you** the maximum sum payable under this policy or any lesser sums for which any claim or claims can be settled. If **we** do this, **we** will not be under any further liability except for the payment of costs and expenses of litigation incurred prior to such payment, this is that in the event of a claim such costs and expenses will not exceed an amount being in the same proportion as **our** payment to **you** bears to the total payment made by **you** or on **your** behalf in settlement of the claim or claims.

## 3. Conditions precedent

There are conditions contained within the policy that are conditions precedent to **our** liability. If a condition precedent applies only to a particular section it will be shown under that section.

If **you** do not comply with any part of a condition precedent, **we** will not pay for any claim, except that where the condition precedent concerned:

- 3.1. Operates only in connection with particular premises or locations, **we** will pay for claims arising out of an event occurring at other premises or locations which are not specified in the condition.
- 3.2. Operates only at particular times, **we** will pay for any claim where **you** show on the balance of probabilities that its non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.
- 3.3. Would, if complied with, tend to reduce particular types of injury, loss, damage or liability, **we** will pay for any claim where **you** show on the balance of probabilities that non-compliance with the condition precedent did not cause or contribute to the injury, loss, damage or liability which occurred.

## 4. Care and prevention

It is a condition of this insurance that **you** take all care to prevent accidents and to maintain and keep in proper repair **your** premises, plant and everything used in the **business**. **You** must make good or remedy any defect or danger which becomes apparent, and take such additional precautions as the circumstances could require. **You** must also take all care to act in accordance with all statutory obligations and regulations and to employ only competent **employees**. If **you** do not do so **we** will reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

You will at your own expense

- 4.1. take all reasonable precautions to prevent or reduce damage;
- 4.2. cease any activity which could give rise to liability under this policy;
- 4.3. maintain all buildings, furnishings, ways, works machinery, caravans and vehicles in sound condition;
- 4.4. exercise care in the selection and supervision of employees;
- 4.5. remedy any defect or danger as soon as possible after discovery and in the meantime take such additional precautions as the circumstances could require; and
- 4.6. comply with all statutory requirements and other safety regulations imposed by any authority.

## 5. Cancellation

**We** can cancel this insurance by giving **you** fourteen days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

If this insurance is cancelled then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium, subject to a deduction for any commission paid to **your** insurance broker. If **we** have paid any claim, or part of any claim, or a payment is pending to **you** in respect of a claim then no refund of premium will be given.

# General conditions

## 6. Other insurance

If at the time of any claim there is, or but for the existence of this policy would be, any other insurance in favour of or purchased by **you** or on **your** behalf, applicable to such claim, **we** will not be liable under this policy to pay **you** in respect of such a claim except beyond the amount which would be payable under such other insurance had this policy not been purchased.

## 7. Average

If at the time of any **damage** the sum insured on any item of the **property** insured or **consequential loss** is less than the total value of such **property**, **you** will be considered as being **your** own insurer for the difference and **you** will bear a rateable share of the loss accordingly.

## 8. Insolvency

This insurance will be cancelled if

8.1. the **business** is wound up, carried on by a liquidator or administrator, or permanently discontinued; or

8.2. **your** interest ceases otherwise than by death

at any time after the commencement of this insurance unless **we** agree it can continue.

## 9. Survey and Risk Improvement Requirements

It is a condition of this insurance that **you** permit **us** to survey **your premises** and business operations and that **you** will comply and continue to comply with all risk improvement requirements that have been notified to **you** and agreed to by **you** or on **your** behalf. If **you** do not do so **we** will reject, or be unable to deal with, **your** claim, or be unable to pay **your** claim in full.

## 10. Changes in circumstances

**You** must, without delay, give notice in writing of any change in the information **you** provided **us** with. If **you** do not do so **we** can reject, or be unable to deal with, **your** claim or be unable to pay **your** claim in full.

## 11. Governing law

The laws of England and Wales will apply to this policy and any attached endorsements unless **we** agree otherwise with **you** in writing before issuing the policy. Any disputes arising under this policy will be subject to the exclusive jurisdiction of the English Courts.

## 12. Contract (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contract (Rights of Third Parties) Act 1999 (as amended or replaced from time to time) 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.

## 13. Several liability

**Our** obligations under this policy are several and not joint and are limited solely to the extent of **our** individual subscription. **We** are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

## 14. Premium adjustment

The premium payable under this policy is provisional and has been calculated on estimates given by you. The premium is subject to adjustment upon disclosure of the actual values for the period of insurance in respect of the following;

14.1. revenue;

14.2. wageroll;

14.3. turnover;

the actual premium will be calculated at the rates applicable on the amounts declared and if the actual premium differs from the provisional premium you will pay the difference upon expiry of the period of insurance or we will refund the difference subject to renewal of this insurance and a minimum retention of any minimum premium payable referred to in the schedule or 75% of the provisional premium whichever is the greater.

You must keep an accurate record of all relevant particulars which will be available to us for inspection and within a reasonable time after the end of each period of insurance, you must supply to us an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or returned to you.

If you do not supply such a statement within a reasonable time after the end of the period of insurance, we will be entitled to charge an additional premium in respect of that period of insurance equivalent to 20% of the provisional premium. If any balance of premium remain unpaid we will adjust the period of insurance to reflect the amount paid.

In the event of a default, the cancellation will be effective from the day the finance house advises us of the default.

# General conditions

15. **Excess**  
**We** will not be liable for the amount of the **excess** stated in the **schedule** in respect of each and every loss calculated after the application of all other terms and conditions of this policy.
16. **Identification**  
The policy, **schedule**, certificates and appendices are to be read together as one contract. Any word or expression to which a specific meaning has been given in any part of the policy, **schedule** or sections will have the same meaning wherever it appears unless **we** state otherwise.
17. **Instalments**  
If **you** are paying the premium through a loan taken out with a finance house and **we** cancel the policy due to non-payment of an instalment or any other reason, any refund of premium will be made directly to the finance house.  
  
In the event of a default, the cancellation will be effective from the day the finance house advises **us** of the default.
18. **Tax**  
**You** will pay any tax due on the premium in accordance with current legislation.
19. **Unoccupied premises**  
**We** must be notified in writing immediately of any **unoccupied** building or **unoccupied** portion of a building insured that becomes occupied or any occupied building which becomes **unoccupied** or partially **unoccupied**. An additional premium and terms will be applied if required.
20. **Security of unoccupied premises**  
It is a condition of this insurance that you ensure in respect of **premises unoccupied** for more than 30 days the following conditions are complied with unless otherwise agreed by **us** in writing
  - 20.1. all gas, water and electricity mains supplies will be kept disconnected (except those supplies required to maintain automatic sprinkler installations, lighting or alarm systems which are to remain in operation for security or fire protection purposes); and
  - 20.2. all water tanks, apparatus, pipes and heating other than those connected to automatic sprinkler systems must be drained down; and
  - 20.3. all reasonable precautions are taken to ensure that the buildings are secure against entry by intruders including
    - 20.3.1. securely locking and fastening all doors and windows; and
    - 20.3.2. any letter boxes being sealed; and
    - 20.3.3. setting all security and alarm protections in full operation and ensuring that the protections are in proper working order; and
  - 20.4. all waste refuse and other disused combustible materials will be cleared from the building and removed from the **premises** at least once a week; and
  - 20.5. tanks containing fuel or other flammable liquids must be drained and purged within 7 days of the buildings becoming **unoccupied**; and
  - 20.6. the buildings must be inspected at least once every 7 days by the insured or the insureds nominee in order to inspect the **premises** both internally and externally and to carry out any work necessary to maintain the above security arrangements. A record will be kept of such inspections; and
  - 20.7. notice is to be given to **us** when any untenanted or **unoccupied** building (or part thereof) is again occupied.

**We** will not be liable for any **damage** or **Injury** arising out of or in connection with any works of alteration demolition refurbishment or renovation.
21. **Sanctions**  
**We** will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# General exclusions

1. This policy does not cover failure of any **computer system**, whether or not **your property**, to be date or time compliant including failure of any correction, attempted correction, conversion, renovation, rewriting or replacement of any **computer system** relating to date or time compliance.
2. This policy does not cover any award of punitive or exemplary damages whether as fines, penalties, multiplication of compensatory awards or damages, or in any other form whatsoever.
3. This policy does not cover or provide any benefit where doing so would breach any sanction, prohibition or other restrictions imposed by law or regulation.
4. Any judgment, award or settlement made within countries which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgment award or settlement either in whole or part) unless **you** have requested that there be no such limitation and have accepted the terms offered by **us** in granting such cover, which offer and acceptance must be subject to specific endorsement to this policy.
5. This policy does not cover any liability assumed by **you** under any express warranty, agreement or guarantee unless such liability would have attached to **you** irrespective of such express warranty, agreement or guarantee.
6. This policy does not cover death, disablement or **damage** to any **property**, any loss or expense resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by, contributed to or arising from:
  - 6.1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or;
  - 6.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components;but as far as concerns **injury** to any **employee** which arises out of and in the course of their employment or engagement by **you** this exclusion applies only in respect of:
  - 6.3. liability of any principal, including directors, partners, or senior officials;
  - 6.4. liability assumed by **you** by agreement and which would not have attached in the absence of such agreement.
7. This policy does not cover **damage** directly caused by pressure waves caused by aircraft and other aerial devices travelling at Sonic or supersonic speeds.
8. This policy does not cover
  - 8.1. **money**, jewellery, precious stones, precious metals (except where parts of machinery or tools) bullion, bonds, furs, curiosities, rare books, works of art, patterns, models, moulds, plans and designs; or
  - 8.2. **goods** held in trust or on commission, documents, manuscripts, business books, **computer systems**, records, explosives, video tapes or cassettes for sale or hire; or
  - 8.3. **property** in transitunless specifically mentioned.
9. This policy does not cover liability, damage or consequential loss directly or indirectly caused by or arising out of terrorism except as provided for in section 8. employers liability extension 3.. In any action, suit or other proceedings where we allege that damage or consequential loss caused by terrorism is not covered by this policy, the burden of proving that such damage or consequential loss is covered will be upon you.
10. This policy does not cover **damage** or consequential loss in Northern Ireland occasioned by, happening through or in consequence directly or indirectly of civil commotion.
11. This policy does not cover any liability caused by or arising out of **pollution** apart from that specified under Section 9-Public/products liability.
12. **We** will not indemnify **you** against liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which has contributed concurrently or in a consequence of loss.

This exclusion does not apply to the accidental discovery of asbestos, or materials containing asbestos fibre, provided that without delay, upon discovery all handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, ceases and any subsequent handling, removal, transportation or disposal of asbestos, or materials containing asbestos fibre, is carried out by qualified licensed subcontractors on terms which will indemnify **you** for all liability arising out of such work.

# General exclusions

13. **Property cyber and data** exclusion
  - 13.1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any
    - 13.1.1. **cyber loss**;
    - 13.1.2. loss, **damage**, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **data**, including any amount pertaining to the value of such **data**;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
  - 13.2. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder will remain in full force and effect.
  - 13.3. This exclusion supersedes and, if in conflict with any other wording in the policy, or any exclusion, clause, endorsement, or condition, having a bearing on **cyber loss** or **data**, replaces that wording.
14. This policy does not cover **damage**, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
15. **Communicable disease** exclusion  
*(this exclusion does not apply to Section 8 – Employers liability)*
  - 15.1. This policy does not insure any loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a **communicable disease** or the fear or threat (whether actual or perceived) of a **communicable disease**.
  - 15.2. For the purposes of this endorsement, loss, **damage**, liability, **injury**, claim, cost, expense, or other sum, includes, but is not limited to, any cost to clean up, detoxify, remove, monitor or test
    - 15.2.1. for a **communicable disease**, or
    - 15.2.2. any **property** insured hereunder that is affected by such **communicable disease**.
  - 15.3. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage with the exception of the cover provided under Section 8 – Employers liability of this insurance.
16. **We** will not indemnify **you** under this insurance against liability arising from any work conducted at heights exceeding 10 (ten) metres from ground or floor level.
17. **We** will not indemnify **you** under this insurance against liability arising from work conducted at depths exceeding 2 (two) metres.
18. **We** will not indemnify **you** under this insurance against liability arising from or in connection with any hazardous work, hazardous work is defined as:
  - 18.1. any work of demolition except demolition solely undertaken with handheld tools and of structures not exceeding 5 (five) metres in height when such work forms an ancillary part of a contract for construction alteration or repair; and
  - 18.2. roofing work of any nature and/or work on roofs including repair and construction of owned **premises**; and
  - 18.3. the construction alteration maintenance or repair of bridges, viaducts, towers, steeples, spires, pylons or chimney shafts; and
  - 18.4. work involving underpinning, pile, driving, quarrying, tunnelling, mines, or blast furnaces; and
  - 18.5. the construction of basements
    - 18.5.1. in excess of 2 (two) floors; and/or
    - 18.5.2. in excess of 50 (fifty) square metres;
  - 18.6. the use of explosives; and
  - 18.7. any work undertaken airside or on or in the immediate vicinity of aircraft; and
  - 18.8. the burning of debris, waste, or other discarded materials; and
  - 18.9. any work on or in
    - 18.9.1. docks, piers, wharves, breakwaters, sea walls, water diversion schemes, dams, canals or harbours;
    - 18.9.2. railways, ships or airports;
    - 18.9.3. chemical or petrochemical works, tanks or chambers;
    - 18.9.4. bulk oil or gas refineries or storage facilities;
    - 18.9.5. power stations or nuclear power stations;
    - 18.9.6. collieries or mines;
    - 18.9.7. new build contract sites exceeding four floors in post codes EC1-4, SW1, W1,W2, W9, W10, WC1, WC2 or E14;

# How to make a claim

If you wish to make a claim any other section please contact:

**Premco Underwriting**

Stanhope House  
12 Stanhope Place  
Edinburgh  
EH12 5HH

You can telephone them on 0330 165 2000  
You can email them at [claims@premco.co.uk](mailto:claims@premco.co.uk)

You can download the relevant claim form from our website [www.premcoclaims.co.uk](http://www.premcoclaims.co.uk)



# Claims conditions

1. If any claim is in any respect fraudulent or if **you** or anyone acting on **your** behalf use any fraudulent means to obtain any benefit under this policy or deliberately cause **damage** all benefit under this policy will be forfeited from the date of the fraudulent act.
2. If **you** wish to intimate a claim under the terms of this policy the following conditions precedent to **our** liability will apply:
  - 2.1. it is a condition that **you** notify **us** as soon as possible of anything which could give rise to any claim being made against **you** and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
  - 2.2. It is a condition that **you** notify **us** immediately, and certainly within seven days, when any claim is actually made against **you** (whether written or oral) and for which there could be liability under this policy. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to report a claim are given on page GEN15.
  - 2.3. It is a condition that **you** advise **us** immediately, and certainly within seven days, if at any time **you** know of any impending prosecution, inquest, or fatal accident inquiry in connection with any claim or circumstance notified under (a) or (b) above. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. Details of how to give this notice are given on page GEN15.
  - 2.4. It is a condition that **you** will, as soon as possible, provide **us** with such particulars and information as **we** will require in relation to any occurrence or claim notified to **us**, and forward to **us**, immediately, and certainly within seven days, every letter, claim form, writ, summons, process, or any other legal papers. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full.
3. **We** will be entitled to take over and conduct in **your** name the defence or settlement of any claim, and can choose to prosecute at **our** own expense and for **our** benefit any claim for insurance or damages against any other persons, and **you** agree to provide all information and assistance required. If **you** do not do so **we** can reject, or be unable to deal with **your** claim, or be unable to pay **your** claim in full. No admission of liability or offer, promise or payment can be made without **our** written consent.
4. **We** will not pay any claim under this policy unless **you** have complied with the terms of condition 2.
5. If **we** choose or are required to reinstate or replace any **property** **you** must at **your** own expense give **us** all such plans, documents, books and information as **we** will reasonably require.

**We** are not bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and are not in any case bound to pay out more than the sum insured on any item.
6. In the event of any **damage** for which a claim is or could be made under this policy **we** and any person authorised by **us** can, without incurring any liability or diminishing **our** right to, rely upon any conditions of this policy enter, take or keep possession of the building or **premises** where the **damage** has happened and any **property** insured under this policy.

If **you** or anyone acting on **your** behalf does not comply with **our** requirements or hinders or obstructs **us** in doing any of the above, then all benefit under this policy will be forfeited. **You** are not in any case entitled to abandon any **property** to **us** whether **we** take possession of it or not.

**You** or anyone acting on **your** behalf must not make any admission, offer, promise or payment without **our** written consent. **We** have the right to take over and conduct in **your** name the defence or settlement of any claim or to prosecute any claim in **your** name for **our** own benefit and **we** will have full discretion in the conduct of any proceedings and in the settlement of any claim.

**You** must give **us** all such assistance as **we** require.
7. Any claimant under this policy must at **our** request and expense do and allow all such acts and things as **we** reasonably require for the purpose of enforcing any rights and remedies **we** have of obtaining recovery or indemnity from third parties, irrespective of whether **we** require this before or after **we** indemnify **you**.
8. If any difference as to the amount to be paid under this policy (liability being otherwise admitted) arises, it will be referred to an arbitrator to be appointed by the parties in accordance with statutory provisions. Where any difference is referred to arbitration the making of any award will be a condition precedent to any right of action against **us**.

# How to make a complaint

## Your right to complain

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** must, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

Sections 1-3 of **your** insurance policy are underwritten for Allied World by Premco Underwriting which is an Approved Coverholder at **Lloyd's**. If **you** wish to make a complaint about this insurance, you can contact:

Crawford Boyd  
Premco Underwriting  
By email: [complaints@premco.co.uk](mailto:complaints@premco.co.uk)  
By telephone: 0330 165 2000  
By mail: Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH

Sections 4-5 of **your** insurance policy are underwritten by Lloyd's syndicate 1686, managed by AXIS Managing Agency Ltd by Premco Underwriting which is an Approved Coverholder at Lloyd's. If you wish to make a complaint about this insurance, you can contact:  
AXIS Capital- Compliance Department  
By telephone: 0207 877 3800  
By mail: 52 Lime Street, London EC3M 7AF

Sections 6 -7 of **your** insurance policy are underwritten by Lloyd's Syndicate 1967 managed by W. R. Berkley Syndicate Management Ltd by Premco Underwriting which is an Approved Coverholder at Lloyd's. If you wish to make a complaint about this insurance, you can contact:  
Compliance Department  
W/R/B Underwriting  
By email: [complaints@wrbunderwriting.com](mailto:complaints@wrbunderwriting.com)  
By mail: 14th Floor, 52 Lime Street, London EC3M 7AF

If **your** complaint cannot be resolved by the Complaints Department within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to **Lloyd's**. **Lloyd's** will then conduct a full investigation of **your** complaint and provide **you** with a written final response.

### **Lloyd's contact details are:**

By email: [complaints@Lloyd's.com](mailto:complaints@Lloyd's.com)  
By telephone: 44 (0)20 7327 5696  
By mail: Policyholder & Market Assistance, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent ME4 4RN

Details of **Lloyd's** complaints procedures are set out in a leaflet "**Your** Complaint – How **We** Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If **you** remain dissatisfied after **Lloyd's** has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **Amlin** received **your** complaint, **you** are entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge.

### **The Financial Ombudsman Service contact details are:**

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
By telephone: 0207 964 0500 or from a mobile 0300 123 9123  
By facsimile: 0207 964 0500  
By mail: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

There is information regarding the Financial Ombudsman Service on its website which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a micro-enterprise that has a turnover of less than €2,000,000 (two million Euros) and fewer than 10 **employees** or a small business with an annual turnover of less than £6,500,000 (six and a half million pounds) and a balance sheet total of less than £5,000,000 (five million pounds) or fewer than 50 (fifty) employees.

# How to cancel your policy

## Cancellation

**You** can cancel this insurance at any time by notifying **your** insurance agent in the first instance, the name of **your** insurance agent is detailed in the **schedule** issued with this policy or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk) or by telephoning 0330 165 2000.

If **you** have not made a claim under the terms of this policy at the time **you** wish to cancel it, and **you** are not aware of any incident which will give rise to a claim, **we** will refund a proportionate amount of **your** premium provided the premium has not been designated as a minimum and deposit premium in the **schedule**.

## Cooling off

You can cancel this insurance within 14 days of it commencing without penalty by notifying your insurance agent in the first instance, the name of your insurance agent is detailed in the schedule issued with this policy or by writing to Premco at Stanhope House, 12 Stanhope Place, Edinburgh EH12 5HH or by emailing [info@premco.co.uk](mailto:info@premco.co.uk) or by telephoning 0330 165 2000.

# Section 1 – Employers' liability

## Insuring clause

We will cover you under the terms of this policy in respect of:

1. All sums which **you** will become legally liable to pay as damages including claimants' costs and expenses in respect of **injury** sustained by an **employee** of **yours** arising out of and in the course of their employment or engagement by **you** and caused during the **period of insurance** stated in the **schedule** in connection with the **business** and occurring within the geographical limits given below.
2. All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which are covered by this policy.
3. The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death, and at which **your employee** or principal, including any director, partner, or senior official, has been requested to give evidence, and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** which is covered by this policy.

## Territorial limits

1. In Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
2. whilst temporarily outside the countries named in 1. provided that any such **employee** is
  - 2.1. ordinarily resident in any of the countries named in 1; and
  - 2.2. engaged in non-manual work.

## Limit of indemnity

The most **we** will pay under this section in respect of any one claim against **you**, or series of claims against **you** arising out of one occurrence, inclusive of all costs and expenses will not exceed, in the aggregate, the limit of liability stated in the **schedule**.

## Rights of recovery

The cover granted by this insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **employees** in Great Britain, Northern Ireland, the Channel Islands and Isle of the Man but **you** will repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provisions of such law.

## Conditions

*The following are conditions of the insurance that you need to meet as your part of this contract to which this endorsement attaches. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.*

1. **Provision and observance of Personal Protective Equipment**
  - 1.1. all labour only sub-contractors are inducted onto a contract site in accordance with HSE guidance (<https://www.hse.gov.uk/construction/safetytopics/site-rules-induction.htm>) and a written record of the induction retained by **you** and provided to **us** on **our** written request; and
  - 1.2. **you** undertake to provide adequate supervision of all labour only sub-contractors to ensure site rules are adhered to; and
  - 1.3. all employees and labour only sub-contractors are made aware of the dangers of not using personal protective equipment; and
  - 1.4. personal protective equipment is provided by **you** if required by both employees and labour only sub-contractors; and
  - 1.5. employees conducting welding and hot work activities are protected from carcinogenic fumes by the issue of respiratory protective equipment in accordance with the Health and Safety Executive's Control Approach R; and
  - 1.6. a register is maintained which demonstrates that employees have received appropriate training and are fully conversant with the way in which to access such personal protective equipment and is made available to **us** upon **our** written request.
2. **Risk assessment & method statement condition**

It is a condition of this insurance that

  - 2.1. **you** perform a risk assessment prior to the commencement of a contract which identifies:
    - 2.1.1. the risks to the health and safety of **your** employees to which they are exposed whilst they are at work; and
    - 2.1.2. the risks to the health and safety of persons not in **your** employment arising out of or in connection with the conduct of **your** business activities;
  - 2.2. prepare and appropriately distribute a method statement which details how the contract will be executed;
  - 2.3. **you** agree that risk assessments and method statements will be in written form and made available to **us** upon **our** written request.

## Extensions

These apply in addition to the general extensions:

1. **Unsatisfied court judgements**

Where a judgement for damages has been obtained by any **employee** or the legal personal representatives of any **employee**:

  - 1.1. in respect of **injury** sustained by the **employee** arising out of and in the course of employment by **you** in the **business**; or
  - 1.2. against any company or individual operating from or resident in premises within the geographical limits in any court situate in the geographical limits;

and such judgement remains unsatisfied in whole or in part 6 months after the date of judgement then at **your** request **we** will pay to the **employee** or the said legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied;

# Section 1 – Employers’ liability

provided that;

- 1.3. there is no appeal outstanding; and
- 1.4. if any payment is made by **us** the **employee** or the said legal personal representatives will assign the judgement to **us**; and
- 1.5. this section of the policy, Employers’ liability, is operative at the time that such **injury** is caused; and
- 1.6. **our** liability for damages costs and expenses will not exceed the amount stated as the limit of indemnity in the **schedule**.

**We** will not cover any judgment where an appeal remains outstanding.

## 2. Indemnity to principal

**We** will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, **property**, to the extent that any contract or agreement entered into by **you** with any principal so requires;

provided that;

- 2.1. payment would be made against **you**; and
- 2.2. the principal will observe, fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply; and
- 2.3. no payment will be made by **us** in respect of liquidated damages or under any penalty clause; and
- 2.4. payment made by **us** under this section, Employers’ liability, will only apply in respect of liability to any person who is an **employee**.

## 3. Health and Safety at Work Act etc and Corporate Manslaughter

**We** will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of:

- 3.1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and / or
- 3.2. the Corporate Manslaughter and Corporate Homicide Act 2007;

provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

**We** will only pay the costs and expenses of legal representation for an appeal against conviction if;

- 3.3. any related claim against **you** for damages remains unsettled; and
- 3.4. in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and

**we** will not cover **you** in respect of;

- 3.5. fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; or
- 3.6. any circumstances for which cover is provided by any other insurance; or
- 3.7. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- 3.8. proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

## 4. Court attendance costs

5. If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required;

- 5.1. £250 (two hundred and fifty pounds) for **you** or any of the directors or partners of **yours**; and
- 5.2. £100 for any **employee**.

## 6. Offshore

If **we** are required by compulsory insurance regulations then **we** will make a payment in respect of **injury** occurring offshore. The amount **we** will pay **you** or on **your** behalf will be limited to £5,000,000 (five million pounds) any one occurrence.

## 7. Terrorism

**Injury** as a result of **terrorism** to any **employee** of **yours** which arises out of and in the course of employment or engagement by **you**. The amount **we** will pay **you** or on **your** behalf will be limited to £5,000,000 (five million pounds) any one occurrence.

## Exclusions

These apply in addition to the general exclusions.

**We** will not indemnify **you** under this section against liability for **injury** sustained by any **employee** of **yours**

1. in respect of which compulsory insurance or security is required to be arranged by **you** under the Road Traffic Act 1988 or the Road Traffic (Northern Ireland) Order 1981 or any subsequent legislation amending or replacing such Act or Order; or
2. whilst offshore.

If **we** are required by compulsory insurance regulations to make a payment in respect of **injury** occurring offshore then the limit of indemnity of £5,000,000 (five million pounds) any one occurrence will apply.

# Section 2 – Public liability

## Insuring clause

We will cover you under the terms of this policy in respect of:

1. All sums which **you** will become legally liable to pay as damages including claimants' costs and expenses in respect of;
  - 1.1. accidental **injury** to any person; and
  - 1.2. accidental physical loss of, or physical damage to property; and
  - 1.3. obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement; and
  - 1.4. wrongful arrest, wrongful detention, false imprisonment, or malicious prosecution;in connection with the **business** and occurring anywhere within the geographical limits given below during the **period of insurance** stated in the **schedule**.
2. All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which are covered by this policy.
3. The payment of legal and other defence fees incurred with **our** written consent, up to a limit of £50,000 arising out of any one occurrence, for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which **your employee** or principal, including any director, partner, or senior official, of **yours** has been requested to give evidence and proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or loss of or damage to **property** which is covered by this policy.

## Territorial limits

1. In Great Britain, Northern Ireland, the Channel Islands or the Isle of Man; and
2. whilst temporarily outside the countries named in 1. provided that any such **employee** is
  - 2.1. ordinarily resident in any of the countries named in 1; and
  - 2.2. engaged in non-manual work.

## Limit of liability

The most **we** will pay under this section (including any extensions) for damages in respect of any one claim against **you** or series of claims against **you** arising out of one occurrence will not exceed, in the aggregate, the **limit of liability** stated in the **schedule**.

Any costs and expenses incurred by **you** in respect of this section under this policy will be payable in addition to the **limit of liability** stated in the **schedule**.

## Conditions

These apply in addition to the general conditions.

### 1. Mandatory search for existing infrastructure

It is a condition of this insurance that prior to the commencement of any excavation digging or earth- moving operation **you** will have inquired with the owner and/or relevant authority responsible for existing underground cables pipes or other underground facilities as to the location of such cables pipes or other underground facilities at the contract site and **you** will retain a written record of and response to the said inquiry and produce this to **us** if **we** request you to do so.

### 2. Work involving bona fide sub-contractors

We will not indemnify you under this insurance in respect of any claim arising out of or in connection with work undertaken on your behalf by bona fide independent contractors (not defined as an employee under this Insurance) unless at the time of engaging such contractors you obtain and retain a copy of the relevant insurance policy schedule or other proof thereof that such contractors have in force

- 2.1. an approved Employers Liability insurance in accordance with any law relating to compulsory insurance of liability to employees; and
- 2.2. public and products Liability insurance suitable for the nature of the work undertaken on your behalf and with a limit of indemnity not less than that applying to this insurance and containing an indemnity to principals clause

### 3. Application of heat precautions

It is a condition precedent to our liability under this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work will be carried out unless specifically authorized by the occupier of the premises at which the work is to be undertaken and that the occupier will specifically approve the following safety arrangements:

- 3.1. In respect of work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment you will ensure that
  - 3.1.1. the area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
  - 3.1.2. wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;

## Section 2 – Public liability

- 3.1.3. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - 3.1.4. all burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use;
  - 3.1.5. hot air guns are to be switched off when unattended and immediately after use;
  - 3.1.6. all portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use;
  - 3.1.7. a person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off;
  - 3.1.8. wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work;
  - 3.1.9. a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work; and
- 3.2. In respect of work involving asphalt or bitumen tar boilers you will ensure that
- 3.2.1. regulation spill trays are to be used;
  - 3.2.2. all tar boilers are to be kept wholly at ground level;
  - 3.2.3. the equipment and work is not to be left unattended at any time whilst in use;
  - 3.2.4. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - 3.2.5. immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

### Extensions

These apply in addition to the general extensions.

#### 1. Motor vehicles tool of trade risk

**We will cover you** under the terms of this policy in respect of liability for **injury** or loss of or damage to property caused by or arising from:

- 1.1. the use of plant as a tool of trade at **your** premises or on any site at which **you** are working; and
- 1.2. the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle; and
- 1.3. damage to any building bridge weighbridge road or to anything beneath caused by vibration or by the weight of any vehicle or its load.

**We will not cover you** against liability;

- 1.4. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle; or
- 1.5. for which insurance is provided by any other policy.

#### 2. Motor contingent liability

**We will cover you** in respect of liability for **injury** or damage to property arising from any mechanically propelled vehicle, including anything attached to it, not belonging to or provided by **you**, being used by an **employee** in the course of the **business**.

**We will not cover you** against liability;

- 2.1. in respect of damage to any such vehicle or trailer or property conveyed on or in any motor vehicle or plant; or
- 2.2. for which insurance is provided by any other insurance; or
- 2.3. caused or arising whilst such vehicle or trailer is;
  - 2.3.1. engaged in racing pace-making reliability trials or speed testing; or
  - 2.3.2. being driven by **you**; or
  - 2.3.3. being driven with **your** general consent, or **your** representative, by any person who to **your** knowledge or **your** representative's knowledge. does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence; or
  - 2.3.4. used elsewhere than within the territorial limits.

#### 3. Movement of obstructing vehicles

**We will cover you** in respect of liability for **injury** or loss of or damage to property caused by or arising from any vehicle (not owned or hired by or lent to **you**) being driven by **you** or by any **employee** with **your** permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

**We will only cover you** under this section extension if:

- 3.1. movements are limited to vehicles parked on or obstructing **your** premises or any site at which **you** are working; and
- 3.2. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle; and
- 3.3. the vehicle causing obstruction is driven by use of the owner's ignition key.

**We will not cover you** against liability;

- 3.4. in respect of damage to such vehicle;
- 3.5. in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

## Section 2 – Public liability

### 4. Defective premises act

**We will cover you** in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by **you** for purposes pertaining to the **business** and which have since been disposed of by **you**.

**We will not cover you** against liability

- 4.1. for which insurance is provided by any other insurance; and
- 4.2. for the costs of remedying any defect or alleged defect in such premises.

### 5. Leased or rented premises

**We will cover you** in respect of liability for loss of, or damage to, premises including their contents being leased or rented to **you**. **We will not cover you** against liability assumed by **you** under any agreement, which would not have attached in the absence of such an agreement.

### 6. Overseas personal liability

**We will cover**

6.1. **You; and**

6.2. at **your** request

6.2.1. any director partner or **employee** of **yours; and**

6.2.2. any spouse or child of the persons stated in a) or b) i) above who are accompanying such persons;

in respect of personal liability incurred by such persons for accidental **injury** to any person or accidental loss of or damage to property in connection with an event occurring in a country outside of the geographical limits of section 2 whilst on a temporary visit to such country in connection with the **business**;

provided that

- 6.3. any insured person under this section extension will as though they were **you** be subject to the introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any endorsements to this policy;
- 6.4. nothing in this section extension will increase **our** liability to pay any amount exceeding the limit of liability stated in the **schedule**, regardless of the number of persons claiming to be covered.

**We will not cover you** in respect of

- 6.5. contractual liability; or
- 6.6. liability for which insurance is provided by any other insurance; or
- 6.7. liability in respect of damage to property belonging to or in the custody or under the control of any person insured under this section extension; or
- 6.8. liability in respect of **injury** to any insured person under this section extension; or
- 6.9. liability caused by or arising from
  - 6.9.1. the ownership or occupation of land or buildings; or
  - 6.9.2. the carrying on of any business profession trade or employment; or
  - 6.9.3. the ownership possession or use of animals other than domestic dogs or cats.

### 7. Data Protection Act

If **you** have registered in accordance with the terms of the Data Protection Act 2018, or have applied for such registration which has not been refused or withdrawn, or were previously registered in accordance with the terms of the Data Protection Act 1998, **we will cover you** under this section 2 extension in respect of compensation for damage arising out of any claim under Section 169 of the Data Protection Act 2018 not otherwise insured hereunder and first made against **you** during the **period of insurance** stated in the **schedule**.

**We will not cover you** for damages, costs and expenses that exceed the limits of liability stated in the **schedule**, and notwithstanding anything stated in the **schedule** or elsewhere in this policy to the contrary the said limit of liability will for the purpose of this section extension apply in respect of the total of all claims during the **period of insurance** stated in the **schedule**.

### 8. **We will not cover you** in respect of

- 8.1. fines levied by the Information Commissioner's Office or imposed as a result of conviction under the Data Protection Act 2018; or
- 8.2. 10% (ten per cent) of each claim subject to a minimum of £500 (five hundred pounds) and a maximum of £5,000 (five thousand pounds); or
- 8.3. liability caused by or arising from a deliberate act by or omission of any person entitled to insurance under this section extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- 8.4. for the costs of replacing reinstating rectifying or erasing any personal **data**; or
- 8.5. liability caused by, or arising from, any incident or circumstances known to **you** at the start of the **period of insurance** stated in the **schedule** which could give rise to a claim; or
- 8.6. caused by or arising from the recording processing or provision of **data** for reward or the determining of the financial status of a person;
- 8.7. contractual liability; or
- 8.8. liability in respect of **injury** to any person or damage to property.



## Section 2 – Public liability

### 9. Indemnity to principal

**We** will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, property, to the extent that any contract or agreement entered into by **you** with any principal so requires;

provided that

- 9.1. payment would be made against **you**; and
- 9.2. the principal will observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply; and
- 9.3. no payment will be made by **us** in respect of liquidated damages or under any penalty clause; and
- 9.4. payment made by **us** under this section (Employers' liability) will only apply in respect of liability to any person who is an **employee**.

### 10. Cross liabilities

If **you** are comprised of more than one party, **we** will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension will increase the limit of liability of the operative section(s) stated in the **schedule**, regardless of the number of persons claiming to be insured by this policy.

### 11. Health and Safety at Work Act etc and Corporate Manslaughter

**We** will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- 11.1. the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; and / or
- 11.2. the Corporate Manslaughter and Corporate Homicide Act 2007;

Provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

**We** will only pay the costs and expenses of legal representation for an appeal against conviction if

- 11.3. any related claim against **you** for damages remains unsettled; and
- 11.4. in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
- 11.5. the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

**We** will not cover **you** in respect of

- 11.6. fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention; or
- 11.7. any circumstances for which cover is provided by any other insurance; or
- 11.8. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission; or
- 11.9. proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

### 12. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

- 12.1. £250 (two hundred and fifty pounds) for **you** or any of the directors or partners of **yours**; or
- 12.2. £100 (one hundred pounds) for any **employee**.

## Exclusions

These apply in addition to the general exclusions.

**We** will not cover **you** under this section against liability

1. for loss of or damage to property belonging to **you** or in the custody or control of the **insured** or of any **employee** of **your** other than;
  - 1.1. personal effects (including vehicle and their contents) of **employees** or visitors; or
  - 1.2. any premises including their contents not being premises leased or rented to **you** which are temporarily occupied by **you** for the purpose of carrying out work therein or thereon; or
  - 1.3. any other property on which **you** or any **employees** or agent of **yours** is, or has been carrying out work but **we** will not indemnify **you** in respect of loss or damage to that part of any property being worked upon;
2. arising from the ownership possession or use under the control of **you** or of any **employee** of **yours** of
  - 2.1. any mechanically propelled vehicle including anything attached to it used in circumstances where insurance or security is required by any road traffic legislation or where indemnity is provided by any other policy or security;
  - 2.2. any craft intended to travel through air or space or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length);
3. for loss caused by any **goods** after they have left **your** the custody or control other than food or drink supplied primarily for the use of **your employees** or for entertainment purposes;

## Section 2 – Public liability

4. for loss arising from professional advice given separately for a fee or other charge by **you** or by anyone on **your** behalf or in circumstances where a fee would normally be charged;
5. for the amount of the **excess** stated in the **schedule**;
6. for **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by **you**;
7. for loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local authority;
8. for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **goods**;
9. for liability arising from **goods** used with **your** knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or offshore structures;
10. for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health;
11. for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens;
12. any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion will not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance** stated in the **schedule**;
13. for any loss of any kind caused by or attributable to
  - 13.1. an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority; and / or
  - 13.2. an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic; or
  - 13.3. a Public Health Emergency of International Concern declared by the World Health Organisation.

For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, this policy will not insure loss of any kind for any period prior to such epidemic, pandemic or Public Health Emergency of International Concern.

For the purposes of this exclusion **loss** means and includes all sums which you become legally liable to pay as damages including claimants' costs and expenses, and, in addition, includes but is not limited to, any kind of pecuniary losses whether described as compensation, legal costs, defence costs, other costs, expenses, fees, charges or similar terms.

# Section 3 – Products liability

## Insuring clause

We will cover you under the terms of this policy in respect of:

1. All sums which **you** become legally liable to pay as damages including claimants' costs and expenses in respect of
  - 1.1. accidental **injury** to any person; and
  - 1.2. accidental physical loss of, or physical damage to, property;caused by any **goods** occurring anywhere within the geographical limits given below during the policy **period of insurance** stated in the **schedule** which arises in connection with the **business**.
2. All costs and expenses incurred by **you** (except as described in 3 below) with **our** written consent in respect of any claim against **you** which are covered by this policy.
3. The payment of legal and other defence fees incurred with **our** written consent up to a limit of £50,000 arising out of any one occurrence for **your** representation at any Coroner's Inquest or Fatal Accident Inquiry in respect of any death and at which an **employee** or principal including a director, partner, or senior official, of **yours** has been requested to give evidence and at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty resulting in **injury** or loss of or damage to property in respect of any **goods**.

## Territorial limits

Anywhere in the world other than at **your** premises during the **period of insurance** stated in the **schedule** and caused by any **goods**.

## Limit of liability

The most **we** will pay under this section (including any extensions) in respect of damages awarded against **you** will not exceed in the aggregate during the **period of insurance** the limit of liability stated in the **schedule**.

Any costs and expenses incurred by **you** in respect of this section, will be payable in addition to the **limit of liability**.

## Extensions

These apply in addition to the general extensions.

1. **Consumer Protection Act and Food Safety Act**

We will cover **you**, and at **your** request any principal, including any director, partner, senior official, or any **employee** of **yours**, under this section 3 extension, for legal costs and expenses incurred with **our** written consent in the defence of any criminal proceedings brought for a breach of Part II of the Consumer Protection Act 1987 and Sections 7 and 8 of the Food Safety Act 1990, including such legal costs and expenses incurred in an appeal against conviction arising from such proceedings and prosecution costs awarded in connection;

provided that

  - 1.1. the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**;
  - 1.2. the principal, including a director, partner or senior official, or **employee** will as though they were **you** be subject to the terms, conditions, exclusions and limitations of this policy insofar as they can apply.
2. **We** will not cover **you** in respect of
  - 2.1. fines or penalties of any kind;
  - 2.2. any proceedings arising from circumstances for which insurance is already provided by any other policy;
  - 2.3. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this section 3 extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
  - 2.4. proceedings which arise out of any activity or risk excluded from this policy.
3. **Indemnity to principal**

We will cover any principal under this section against liability in respect of **injury** or loss of, or damage to, property, to the extent that any contract or agreement entered into by **you** with any principal so requires;

provided that

  - 3.1. payment would be made against **you**; and
  - 3.2. the principal will observe fulfil and be subject to the terms conditions and endorsements of this policy as far as they can apply; and
  - 3.3. no payment will be made by **us** in respect of liquidated damages or under any penalty clause; and
  - 3.4. payment made by **us** under this section (Employers' liability) will only apply in respect of liability to any person who is an **employee**.
4. **Cross liabilities**

If **you** are comprised of more than one party, **we** will under this section make payment to each party in the same manner and to the same extent as if a separate policy had been issued to each party.

Nothing in this extension will increase the limits Of liability of the operative section(s) stated in the **schedule**, regardless of the number of persons claiming to be insured by this policy.

## Section 3 – Products liability

### 5. Health and Safety at Work Act etc and Corporate Manslaughter

We will cover **you** and at **your** request any director, partner, senior official or **employee** of **yours**, in respect of legal costs and expenses incurred with **our** written consent in the defence of any prosecution or (subject to the provisions below) incurred in connection with appeal against conviction arising from such prosecution under the provisions of

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

provided that the proceedings relate to an offence alleged to have been committed during the **period of insurance** and in the course of the **business**, and where there is also a claim or potential claim for damages against **you** or any of the additional persons insured, **you** are entitled to cover under this policy.

We will only pay the costs and expenses of legal representation for an appeal against conviction if:

- 5.3. any related claim against **you** for damages remains unsettled; and
- 5.4. in the opinion of the legal representatives acting for **you** an appeal is more likely than not to succeed; and
- 5.5. the total amount of any damages likely to be awarded against you exceeds the total cost of legal representation for an appeal.

We will not cover **you** in respect of

- 5.6. fines or penalties of any kind, remedial or publicity orders or prosecution costs imposed as a consequence of such prosecution, including any fee for intervention;
- 5.7. any circumstances for which cover is provided by any other insurance;
- 5.8. proceedings consequent upon a deliberate act by, or omission of, any person entitled to insurance under this extension if the result thereof could reasonably have been expected having regard to the nature and circumstances of such act or omission;
- 5.9. proceedings which arise out of any activity or risk excluded from this policy.

If a claim for damages is settled or is withdrawn, **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment.

### 6. Court attendance costs

If any of the people mentioned below attend court as a witness at **our** request, in connection with a claim in respect of which **you** are entitled to insurance under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required

- 6.1. £250 (two hundred and fifty pounds) for **you** or any of the directors or partners of **yours**;
- 6.2. £100 (one hundred pounds) for any **employee**.

## Exclusions

We will not cover **you** under this section in respect of liability:

1. caused by, or in connection with, any **goods** which to **your** knowledge are for export to, or use in, the United States of America or Canada;
2. caused by any **goods** in **your** custody or control;
3. the amount shown as **excess** in the **schedule**;
4. for **injury** sustained by an **employee** which arises out of and in the course of their employment or engagement by **you**;
5. for loss of, or damage, or legal liability occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government, or public, or local authority;
6. for loss of, or damage to, or any costs or expense incurred in repairing, replacing, removing, rectifying, recalling, or making any refund in respect of **goods**;
7. for liability arising from **goods** used with **your** knowledge in connection with aircraft and other aerospace devices (including drones), watercraft, or offshore structures;
8. for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with, any component building material that must be removed, encapsulated or otherwise abated because its presence or release is a hazard to human health;
9. for **injury**, loss, damage, cost or expense of any kind caused by, resulting from or in connection with any fungus of any kind, including but not limited to mildew, mould, spores or allergens;
10. any liability caused by, or arising out of pollution, or contamination of buildings or other structures or of water or land or the atmosphere, but this exclusion will not apply in respect of pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during the **period of insurance** stated in the **schedule**;
11. for any loss of any kind caused by or attributable to
  - 11.1. an outbreak of a disease that becomes an epidemic whether or not declared to be an epidemic by any competent civil authority;
  - 11.2. an outbreak of a disease declared or categorised by the World Health Organisation as a pandemic; or
  - 11.3. a Public Health Emergency of International Concern declared by the World Health Organisation.

For the avoidance of doubt, where an epidemic, pandemic or Public Health Emergency of International Concern occurs, this policy will not insure loss of any kind for any period prior to such epidemic, pandemic or Public Health Emergency of International Concern.

For the purposes of this exclusion **loss** means and includes all sums which you become legally liable to pay as damages including claimants' costs and expenses, and, in addition, includes but is not limited to, any kind of pecuniary losses whether described as compensation, legal costs, defence costs, other costs, expenses, fees, charges or similar terms.

# Section 4 – Contract works and employee tools

## Insuring clause

### Cover 1 – Contract works

The insurance by this section is in respect of **damage** to the Contract works occurring:

- 1. Transit**  
whilst in transit (other than by sea or air) in the United Kingdom to or from the contract site (including any loading or unloading in connection therewith);
- 2. Contract site**  
whilst on the contract site within the United Kingdom of Great Britain, the Channel Islands, the Isle of Man and Northern Ireland or adjacent thereto until the issue of a certificate of completion or until taken over by the principal and for fourteen days thereafter where **you** are required to insure under the terms of the contract;
- 3. Maintenance visits**  
during the period of maintenance of defects liability not exceeding twelve months occasioned by the contractor in the course of any operations carried out by him on the contract site for the purpose of complying with his obligations under the maintenance or defects liability clause in the contract;

Provided that **you** will demonstrate that any **damage** which is first revealed during the period of maintenance or defects liability is the responsibility of the contractor under the terms of the contract.

### Cover 2 – Employees' tools

The insurance by this Section is in respect of **damage** to **employees tools** whilst on the contract site or adjacent thereto.

## Limit of Liability

The amount of liability under this policy will not exceed in addition to the amounts stated in the extensions.

### Under Cover 1

The sum insured stated in the schedule.

### Under Cover 2

In respect of any one item of **property** insured the market value of the item at the time of the **damage**.

In respect of any one employee the sum of £1000 (one thousand pounds);

In respect of any one claim, or series of claims arising out of one occurrence the sum insured stated in the **schedule**.

## Conditions

*The following are conditions of the insurance that you need to meet as your part of this contract to which this endorsement attaches. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.*

### 1. 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 May 1992 or any subsequent amendment to or revised edition thereof current at inception (or subsequent renewal if applicable) of the policy hereinafter referred to as The Joint Code.

In the event of **our** becoming aware of a breach of The Joint Code, **we** will inform the main/management contractor's 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** will confirm the same by notice in writing (the notice) to the Employer and the main/management contractor and the first named party collectively forming the insured business(es), when this is not the employer or the 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** will suspend or cancel all cover at the contract site concerned 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 will be reinstated when **we** are satisfied that the remedial measures have been completed. Such notice must be given by registered post, recorded delivery facsimile transmission or by hand.

This additional clause will not in itself be considered a condition precedent to liability but its inclusion will not prejudice, waive or remove **our** rights under the terms of this policy.

### 2. Stoppage of work

In the event of stoppage of work by **you** on the contract site from any cause for a period of one month cover under Section 4 Cover 1 - **contract works** will be suspended unless its continuance be agreed in writing by **us**. In the event of such total or partial cessation of work **you** will use due diligence and do all things reasonably practicable to protect the **property** insured.

### 3. Series defects

If the development or discovery of a defect in any part of the **property** insured by Section 4 Cover 1 - **contract works** will indicate or suggest that similar defects exist in other parts of the said **property** **you** will forthwith investigate and if necessary rectify the defects in such other parts at **your** own expense or alternatively bear all losses arising out of the said defects.

## Section 4 – Contract works and employee tools

### 4. Application of heat precautions

It is a condition precedent to our liability under this insurance that the following special precautions will be complied with on each occasion in relation to any of the following work and that in relation to the following work no work will be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier will specifically approve the following safety arrangements:

- 4.1. In respect of work involving any blow lamp, blow torch, flame gun or hot air gun or work involving electric gas or other welding cutting or portable grinding equipment you will ensure that
  - 4.1.1. the area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected to establish whether any combustible material (other than the property to be worked upon) is in danger of ignition either directly or by conduction of heat;
  - 4.1.2. wherever practicable all combustible material is to be removed to a distance of not less than 10 metres from the point of work and such material which cannot be removed is to be covered by overlapping sheets of non-combustible material or afforded equivalent protection;
  - 4.1.3. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - 4.1.4. all burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use;
  - 4.1.5. hot air guns are to be switched off when unattended and immediately after use;
  - 4.1.6. all portable grinders are to be switched on and used in strict accordance with the manufacturers instructions and switched off when unattended and immediately after use;
  - 4.1.7. a person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off;
  - 4.1.8. wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 (fifteen) metres from the point of work;
  - 4.1.9. a continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) and a further check is to be made not less than 30 (thirty) minutes immediately following the completion of each period of work A suitable employee is to be responsible for fire safety for each period of work; and
- 4.2. In respect of work involving asphalt or bitumen tar boilers you will ensure that
  - 4.2.1. regulation spill trays are to be used;
  - 4.2.2. all tar boilers are to be kept wholly at ground level;
  - 4.2.3. the equipment and work is not to be left unattended at any time whilst in use;
  - 4.2.4. suitable fire extinguishing appliances are to be kept available for immediate use at the point of work;
  - 4.2.5. immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition).

### 5. Subrogation rights

Unless we specifically agree in writing **our** right to recover costs and expenses incurred as a result of indemnifying **you** or **your** principal for **damage** to **contract works** at any **contract site** caused by the negligence of a sub-contractor will not be waived as a result of a contract condition.

## Extensions

The insurance by Section 4 Cover 1 – **contract works** of this policy is extended to cover;

### 1. Offsite storage

**Damage** as herein provided to the **property** insured whilst in store at any situation in the United Kingdom other than the contract site but not where the value of the **property** insured in store exceeds £25,000 (twenty five thousand pounds) unless **our** prior consent has been obtained. Provided that **you** are responsible for such **damage** under the terms of the contract.

### 2. Speculative building

**Property** being built or erected by **you** other than under a contract. In respect of such **property** cover will cease to apply from the date such **property** is sold or let or three months after the date of completion of the work of building or erecting such **property** whichever is the earlier.

Completion means completion apart from a prospective purchasers or tenants' choice of decorations and/or final fitments.

### 3. Principals indemnity

Any principal in a like manner to **you** where required by the conditions of the contract in respect of contracts undertaken in the United Kingdom only.

### 4. Expediting expenses

The costs necessarily and reasonably incurred by **you** in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of **damage** to the **contract works** for which **you** are indemnified by Section 4 Cover 1 – **contract works**. Provided that the amount payable does not exceed 50% (fifty per cent) of the cost of repair had such costs not been incurred.

## Section 4 – Contract works and employee tools

### 5. Escalation clause

The cover provided by this policy in respect of Section 4 Cover 1 – **contract works** of the insured **property** can be increased by an amount not exceeding 25% (twenty five per cent) of the sum insured stated in the schedule provided that such increase is included in the declaration provided to **us** in accordance with the declaration adjustment condition in this policy.

### 6. Free issue materials

Reference to materials under the definition of **contract works** is deemed to include materials supplied to **you** for inclusion in the **contract works** for which **you** are responsible under the terms of any insured contract provided that the value of such materials is included within both the sum insured and the declaration condition provided to **us** in accordance with the declaration adjustment condition in this policy.

### 7. Automatic sum insured reinstatement following a claim

The sums insured will not be reduced by the amount of any claim.

In consideration of this extension **you** will pay an additional premium at a rate to be agreed on the amount of each claim for the period from the date of the incident to the date of the expiry of the **period of insurance** and any such additional premium will disregarded for the purpose of any adjustment of premium under the adjustment of premium condition in this policy.

### 8. Debris removal

The costs and expenses necessarily incurred by **you** with **our** consent in;

- 8.1. removing debris;
- 8.2. dismantling and/or demolishing;
- 8.3. shoring up propping and fencing off;
- 8.4. repairing or cleaning drains sewers service mains and the like and/or dewatering;
- 8.5. temporary boarding up of windows following breakage of glass.

Following **damage** to the **contract works** for which **you** are indemnified by Section 4 Cover 1 – **contract works** provided that the amount payable does not exceed ten percent of the limit of liability in respect of Cover 1.

### 9. Professional fees

The cost of architects, surveyors, consulting engineers and other professional fees necessarily and reasonably incurred in the re-instatement of the **property** insured following **damage** to the **contract works** for which **you** are indemnified by Section 4 Cover 1 – **contract works** not being fees for preparing any claim. Provided that the amount payable does not exceed those authorised by the appropriate professional body or 2½ % (two and half per cent) of the contract price whichever is the greater.

### 10. Plans

The cost of rewriting or redrawing documents drawings and business books but only for the value of the materials as stationery and the cost of clerical labour in writing up and not for the value of the information contained therein. Provided that the amount payable does not exceed 2½ % (two and half per cent) of the contract price.

### 11. Public authorities' clause

The additional cost of re-instatement following **damage** to **property** insured for which **you** are indemnified by Section 4 Cover 1 – **contract works** of this policy solely to comply with any regulations arising out of an act of Parliament or with bye-laws of any Municipal or Local Authority.

Provided that;

re-instatement (which can be carried out upon another site subject to the liability not being increased thereby) is carried out without delay and the amount recoverable under this clause will not include;

- 11.1. the costs incurred in complying with regulations or bye-laws intimated to **you** prior to the happening of the **damage**;
- 11.2. the costs incurred in respect of undamaged **property**;
- 11.3. the amount of any rate tax duty development or other charge which becomes payable following compliance with such regulations or bye-laws.

The amount payable will not exceed will not exceed five per cent of the contract price.

## Optional extensions

*These extensions are only included in your cover if shown in your **schedule**.*

### 12. JCT contract conditions

The following where the Insured undertakes a contract under JCT Standard Form of Building Contract 2016 (or the equivalent thereof).

In respect of **damage** to the **property** insured by any of the specified perils defined in the above mentioned Standard Form of Building contract it is agreed that so far as is required by the sub-contract **we** will not pursue any rights of subrogation against sub-contractors directly engaged by **you**.

## Section 4 – Contract works and employee tools

### 13. JCT Clause 21.2.1 | 6.5.1

In respect of any **contract works** entered into by **you** under the Standard Form of Building Contract of the Joint Contracts Tribunal whereby **you** are required to effect insurance on behalf of the employer (named in the contract) in accordance with Clause 21.2.1 of the 1998 Conditions of Contract or Clause 6.5.1 of the 2005 Conditions of Contract or Clause 19(2)(a) of earlier editions or 6.2.4 of the Minor Works edition **we** will indemnify **you** and the employer named in the **agreement** in respect of any expense liability loss claim or proceeding which the employer incurs or sustains by reason of **damage** to any property (excluding the **contract works** or any other property to which **your** insurance policy applies) occurring during the **period of insurance** and caused by collapse subsidence heave vibration weakening or removal of support or lowering of ground water arising out of and in the course of or by reason of the carrying out of **contract works**.

#### Limit of Indemnity

**Our** liability under this extension in respect of all such expenses, liabilities, losses, claims or proceedings will not exceed £2,000,000 any one occurrence or series of occurrences arising out of one event.

#### Additional definitions

##### Contract

Means any agreement in writing for work to be carried out by **you** in the course of **your business** by way of construction installation extension alteration repair or maintenance

##### Agreement

Means a written contract between **you** and the employer and/or contractor which requires **you** to effect insurance as provided by this extension in the joint names of **you** and the employer and/or contractor

##### Principal

Means any company firm partnership public authority or individual for whom **you** are to carry out work in accordance with the **business** under the terms of an **agreement**

This extension does not cover

1. any expense liability loss claim **damage** or proceedings caused by **your** negligence or omission or default or that of **your** agents or any **employee** or any subcontractor of his employees or agents which is attributable to errors or omissions in the planning or the designing of the **contract works** arising from **damage** which could be reasonably foreseen to be inevitable having regard to the nature of the work to be executed or the manner of its execution arising from **damage** occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
2. any sum payable under any penalty clause or by reason of breach of contract;
3. the first £5,000 (five thousand pounds) of costs inclusive of each and every occurrence is payable by **you**;
4. damage to property which is at the risk of the employer under the terms of the contract;
5. any liability assumed by the employer under any agreement which would not have been attached in the absence of such agreement;
6. any liability arising out of terrorism.

#### Exclusions

**We** will not be liable under Section 1 Part 1. **contract works** of this policy in respect of:

1. **Existing structures**  
**Damage** to any **property** forming or which has formed part of any existing structure prior to the commencement of the contract (or speculative building as provided for by extension to Section 4 Cover 1 – **contract works**).
2. **Breakdown during testing**  
**Damage** to any item of machinery caused by its own explosion, mechanical, electrical breakdown, failure, breakage or derangement.
3. **Normal Upkeep**  
Normal upkeep or normal making good.
4. **Limited defective condition exclusion (DE3)** The cost of repairing, replacing or rectifying any:
  - 4.1. **property** insured which is in defective condition due to a defect in design, plan, specification, materials or workmanship of such **property** insured or any part thereof;
  - 4.2. **property** insured lost or damaged to enable the repair, replacement or rectification of **property** insured excluded by a) above.4.1 above will not apply to other **property** insured, which is free of the defective condition but is damaged as a consequence thereof.

For the purpose of this policy and not merely this exclusion the **property** insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the **property** insured or part thereof.

5. **Occupation of the works**  
**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 as herein provided.
6. **Relief under contract**  
**Damage** for which **you** are relieved of responsibility by the conditions of the contract.



## Section 4 – Contract works and employee tools

7. **Non-ferrous metals**  
Theft of unfixated non-ferrous metals of any description unless at the time of the theft either:
  - 7.1. an authorised employee or agent of **yours** is actually on site; or
  - 7.2. such **property** is contained in a securely locked hut or building.
8. **Money**  
Deeds bonds bills of exchange promissory notes cash bank notes cheque securities for money or stamps.
9. **Sea and Air Transit**  
**Damage** occurring whilst any **property** is in transit by sea or air.
10. **Consequential loss**  
Liquidated damages penalties for delay or detention or in connection with guarantees of performance or efficiency or other consequential loss of whatsoever nature.
11. **Inventory losses**  
Loss of the **property** insured by its disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or loss of the **property** insured is discovered due to its being stolen or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been the subject of notification under the terms of the Claims procedure condition including reporting the matter to the Police.
12. **Waterborne risks**  
**Damage** to any airborne or waterborne vessel or craft marine rig platform or **property** situated on any such vessel craft marine rig or platform.
13. **Wear, tear & corrosion**  
The cost of rectification or making good of wear and tear gradual deterioration due to atmospheric conditions or otherwise rust corrosion or oxidization or scratching of painted or polished surfaces.
14. **Wilful act**  
**Damage** caused by the wilful act or wilful neglect by **you**.
15. **Water table level**  
**Damage** attributable solely to a change in the water table level.
16. **Permanent works**  
**Damage** to the permanent works or any part thereof after such works have been taken over or taken into use (whichever is the earlier) by the Employer/Purchaser/Principal (except as provided for by Section 4 Cover 1 – **contract works** – maintenance visits).
17. **Improvements**  
Any costs incurred in connection with or in consequence of improvements, overhauls following **damage** but not forming part of the work insured under this policy.
18. **Deductible**  
The amount stated in the schedule as the deductible in respect of the cost of each and every occurrence for which **you** are indemnified by this policy. It is agreed that any **damage** to the **property** insured arising on any contract site during any one period of 72 (seventy two) consecutive hours caused by earthquake, storm, tempest or flood will be deemed to be a single event and therefore to constitute one occurrence. For the purpose of the foregoing the commencement of any such period will be decided by **you**, it being understood and agreed that there will be no overlapping of any 2 (two) or more such periods.
19. **Contractors Plant**  
Contractors plant and equipment owned borrowed on loan to or hired in by **you**.
20. **Fly-tipping**  
The costs incurred in clearing and removing any property illegally deposited in on or around a **contract site**.

# Section 5 – Contractors’ plant and equipment

## Insuring clause

### Cover 1

#### Damage to owned property

in the event of damage (subject to any exclusions) to **property** owned by or on deferred purchase or lease to **you** happening during the **period of insurance** whilst situated or in transit anywhere within the United Kingdom of Great Britain, the Channel Islands, the Isle of Man and Northern Ireland and at the time of such damage the **property**:

1. is less than or equal to 12 months old from the date of sale as new the amount payable by **us** will be reinstatement value; or
2. is more than 12 months old from the date of sale as new **we** will pay to **you** the value of the **property** at the time of the **damage** or the cost of repair of the **damage** to a condition substantially the same as but not better or more extensive than the condition at the time of the **damage** or at its option reinstate or replace such **property**.

### Cover 2

#### Damage to other property

in the event of **damage** (subject to any exclusions) to **property** hired in by **you**, or **property** for which **you** are legally responsible to insure prior to the occurrence of any damage, happening during the **period of insurance** whilst situated or in transit anywhere within the United Kingdom of Great Britain, the Channel Islands, the Isle of Man and Northern Ireland **we** will pay to **you** all sums which **you** will become legally liable to pay for:

3. damage to the **property** hired in by **you**, or **property** for which the **you** are legally responsible and;
4. hiring charges levied upon **you** in consequence of such damage.

## Limit of Liability

Our liability will not exceed

1. if cover is provided by this policy in respect of Cover 1 the sums insured stated in the schedule or the balance of such sums insured remaining after deduction for any other **damage** occurring during the same **period of insurance** unless **we** have agreed to reinstate any such sum insured provided that the **property** description is on a specified item basis otherwise;
2. if cover is provided by this policy in respect of Cover 1 and/or Cover 2 in total in respect of any one incident of **damage** or series of incidents of **damage** from a common cause the limit of liability stated in the schedule.

Where the basis of payment is to be reinstatement value payment of reinstatement value will not be made

1. unless reinstatement commences and proceeds without unreasonable delay;
2. until reinstatement has been carried out.

If at the time of reinstatement the sum representing 85% of the cost which would have been incurred in reinstating the whole of the **property** exceeds the sum insured thereon at the commencement of any damage **our** liability will not exceed that proportion of the amount of the damage which the sum insured will bear to the sum representing the cost of reinstating the whole of the **property** at that time.

In the event that the insured consists of more than one party or legal entity **our** liability will not exceed the amount for which **we** would have been liable had such damage been sustained by any one of the insured parties or legal entities.

## Conditions

*The following are conditions of the insurance that you need to meet as your part of this contract to which this endorsement attaches. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.*

1. **Cranes**  
**You** will ensure that all crane operations are undertaken only on firm and level ground and that such items are in a blocked or stabilised position when performing such operations.
2. **Jibs/Booms**  
**You** will ensure that jibs/ booms on cranes or similar lifting appliances are lowered to ground level at the end of each working day and/or when such items are not in use.
3. **Maintenance of Property**  
**You** will ensure that all **property** is operated and maintained in accordance with manufacturer’s recommendations.
4. **Overload Alarms**  
**You** will ensure that all cranes are fitted with overload alarm systems and wind speed indicators and that such systems/ indicators are monitored in an operational working condition.
5. **Operators**  
**You** will ensure that all operators of the **property** are licensed to operate such **property** in accordance with statutory regulations. In areas where there is no statutory requirement the operators must have completed **your** internal training programme and in all cases have sufficient practical experience with proof of same being supplied to Insurers.
6. **Reasonable Precautions**  
**You** will take all reasonable precautions to prevent **damage**.

# Section 5 – Contractors’ plant and equipment

## 7) Security of contractors’ plant and equipment

It is a condition precedent to **our** liability for theft under section 2. Contractors’ plant and equipment that whilst plant and equipment is left unattended overnight or at weekends:

- a) All Category A plant and equipment with a replacement value in excess of £75,000 (seventy five thousand pounds) will be fitted with a tracking device.
- b) All Category A, B and C plant and equipment will be fitted with a visible immobilising device and/or hydraulic lock.
- c) All Category D, E and F plant and equipment will be retained;
  - i) within a locked building or;
  - ii) within a locked container or receptacle which must be retained within a secure or attended garage or yard or;
  - iii) within a locked and alarmed vehicle which must be situated within a secure or attended garage or yard.

Categories of plant and equipment

A - Driven Equipment comprising Large Tracked and Wheeled Machines greater than 3 tonnes.

B - Driven Equipment comprising Compact and Smaller Driven Equipment less than 3 tonnes.

C - Non-Driven Equipment and Towed Plant with Axle.

D - Non-Driven Mobile/Portable Attachments and Equipment.

E - Power Tools.

F - Non-Powered items.

In accordance with the Home Office Security Guidance Document for Agricultural and Construction Plant. Publication no 64/09

## 8) Special Precautions

**You** will maintain the **property** in an efficient condition and fit for its purpose and will ensure that any **property** requiring inspection or test under any statute or order or regulation will be so inspected or tested.

## Extensions

### 1. Hiring out

The cover provided by this policy is extended to include **property** whilst hired out provided that;

- 1.1. the terms of any such hiring out covered by Section 5 Contractors plant and equipment Cover 1 are no less onerous than the recognised standard hire conditions in the territory concerned;
- 1.2. the terms of any such hiring out covered by Section 5 Contractors plant and equipment Cover 2 are no less onerous than those terms under which the **property** was hired in by **you**.

### 2. Indemnity to other parties

The cover provided by this policy is extended to include **your** employer/purchaser/principal/financier/head contractor/property owner/other party solely to the extent required by the conditions of contract in force between **you** and the employer/purchaser/principal/financier/head contractor/property owner/other party provided always that such employer/purchaser/principal/financier/head contractor/property owner/other party will act as if they were the Insured observe fulfil and be subject to the terms exclusions and conditions of the policy.

### 3. Immobilised property

The cover provided by this policy is extended to include costs necessarily and reasonably incurred by **you** to recover **property** which has become accidentally immobilised during normal operations other than by its own explosion mechanical or electrical breakdown failure breakage or derangement (including but not limited to **damage** caused by any failure to maintain the **property** in accordance with the manufacturers recommendations but not including **damage** caused by the error or omission of the driver(s) or operator(s) of the **property** other than in respect of failure to maintain) provided that;

- 3.1. **our** liability will not exceed £25,000 (twenty five thousand pounds) in respect of all recoveries during any **period of insurance**; and
- 3.2. such costs do not exceed the sum which would otherwise have been payable under the terms of this policy had such costs not been incurred; and
- 3.3. **we** will not be liable in respect of **damage** in order to effect recovery of **property**.

### 4. Subrogation waiver

**We** agree to waive any rights and remedies or relief to which it will become entitled by subrogation against any Insured named or described by this policy.

This subrogation waiver extends to include all directors, officers, employees or servants of any of the Insured entities.

## Exclusions

**We** will not be liable under Section 2 of this policy in respect of:

### 1. Breakdown

**Damage** in respect of Section 5 Contractors plant and equipment Cover 1 to any item by its own explosion mechanical or electrical breakdown, failure breakage or derangement. This exclusion does not apply to resultant damage to the **property** (other than in respect of jibs and booms on cranes or similar lifting appliances) which results from explosion mechanical or electrical breakdown, failure, breakage or derangement.

# Section 5 – Contractors’ plant and equipment

## 2. Hydraulic fluids

**Damage** arising from fire caused by the combustion of fuel or hydraulic fluids escaping as a result of **damage** to or deterioration of pipes hoses or similar lines unless they have been regularly inspected and maintained in accordance with manufacturer’s recommended service and maintenance intervals and standards and a record of such has been kept by **you**.

The onus of proving that inspections and maintenance have been carried out accordingly will be **yours**.

## 3. Rubber tyres

**Damage** to rubber tyres unless such **damage** arises out of an accident for which cover is provided under this policy to other parts of the **property** or unless such **damage** arises out of a malicious act which necessitates replacement of such tyres repair thereof being impracticable.

## 4. Unexplained losses

Loss of **property** due to theft or otherwise missing unless such loss is identifiable by **you** with a specific occurrence which has been notified under the terms of the claims conditions and within 14 (fourteen) days of discovery.

## 5. Waterborne vessels

**Damage** to waterborne vessels or craft or **property** on such vessels or craft but this exclusion will not apply to **property** on such vessels or craft whilst being transported by inland waterway.

## 6. Underground recovery

6.1. **damage** to **property** occurring underground unless the **property** can be repaired underground or brought back to the surface at **your** own expense; or

6.2. abandonment howsoever occurring and from any cause whatsoever in respect of **property** underground.

## 7. Your contribution

The deductible stated in the schedule being the first part of each and every claim to be borne by **you** as ascertained after the application of all other terms and conditions of the policy.

## 8. Fixed property

Fixed or static **property** which is more specifically insured elsewhere.

## 9. Drilling rigs and tunnel boring machines

Oil and gas well drilling rigs and/or tunnel boring machines.

## 10. Pollution or contamination

**Damage** caused by **pollution** or contamination except (unless otherwise excluded) **damage** caused by **pollution** or contamination which itself results from any **damage**.

## 11. Transit by Air & Sea

**Damage** occurring whilst the **property** is in transit by sea or air.

## 12. Corrosion or erosion

**Damage** consisting of or caused by any form of corrosion or erosion howsoever the same arises but this exclusion will not apply to **damage** to any other part of the **property** free from such corrosion or erosion.

## 13. Wear & Tear

**Damage** consisting of or caused by gradually occurring wear and tear or deterioration which is both predictable and inevitable from the normal operation or usage of the **property** but this exclusion will not apply to **damage** to any other part of the **property** free from any such condition.

## 14. Financial Loss

Loss of any kind whatsoever including financial loss, loss of profits loss due to delay or any consequential loss of any kind whatsoever not otherwise specifically covered by this policy.

## 15. Radioactive Contamination

**Damage** to any **property** whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by arising from:

15.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

15.2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 16. Multiple Lifting

**Damage** to any **property** whilst undertaking lifting operations in which a single load is shared between more than one item of lifting equipment at the same time.

# Section 6 – Directors and Officers liability

## Definitions

The words and phrases defined below apply to this section and will keep the same meaning wherever they appear in the section unless an alternative definition is stated to apply. A defined word or phrase will be shown in **bold** each time it appears.

### Claim

1. Any legal or administrative or regulatory proceeding, including the issue of a writ or summons or cross-claim or counter-claim issued or initiated against or served upon any insured or the company for any wrongful act; or
2. Any written communication alleging a wrongful act communicated to any insured or to the company evidencing an intention to hold an insured or the company responsible for a wrongful act.

More than one claim arising out of the same wrongful act will be deemed to constitute a single claim first made at the time the earliest such claim was deemed first made.

### Company

The organisation named as 'The Insured' in the **schedule** and any subsidiary.

### Defence costs

All reasonable and necessary fees, costs and expenses which, with **our** prior written consent (such consent not to be unreasonably withheld), are incurred in the investigation, negotiation of settlement, defence or appeal of any claim.

**Defence costs** will not include salaries, wages, fees, overheads or benefit expenses of any insured.

### Discovery period

The period, if any, during which the coverage under this Section is extended, pursuant to Section 13 Condition 1 '**Discovery Period Condition**'.

### Employment practices claim

A **claim** for:

3. Discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law;
4. Sexual harassment, including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature which:
  - 4.1. is explicitly or implicitly made a term or condition of employment;
  - 4.2. creates a hostile or offensive working environment;
  - 4.3. when rejected or opposed by a person becomes a basis for decisions regarding that person's employment;
5. Defamation (including libel and slander) which relates to a person's job skills, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment;
6. Wrongful termination of employment or refusal to hire;
7. An adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.

### Insured

8. In respect of all **claims** other than **employment practices claims**, any natural person who was, now is, or could become a director or officer of the company or other person who could at any material time be deemed to be such a director or officer within the meaning of any applicable law or regulation;
9. In respect of **employment practices claims**, any natural person who was, now is, or could become a director or officer or **employee** of the **company** and any other person who could at any material time be deemed to be such a director or officer or **employee** within the meaning of any applicable law or regulation;
10. In the event of the death, or incompetency or bankruptcy of any **insured** as defined by 8. or 9. of this definition, such person's estate, heirs, legal representative or assigns, for legal liabilities incurred due to any wrongful act of such deceased, incompetent or bankrupt **insured**;
11. The lawful spouse of any **insured** as defined by 8. or 9. of this definition, but only to the extent that such spouse is a party to any **claim** solely in his or her capacity as spouse of an **insured**, and only for the purpose of any **claim** seeking damages which are recoverable from material community property, property jointly held by the **insured** and the spouse, or property transferred from the **insured** to the spouse, and only to the extent that such **insured** is covered for such **claim**.

**Insured** will not include any natural person who was, now is, or could become a trustee or administrator of any pension or superannuation scheme, health and welfare plan or other employee benefit programme, social benefits system or trust programme established or maintained for the benefit of **employees**.

# Section 6 – Directors and Officers liability

## Loss

12. Damages, judgments, and costs awarded against an **insured** or the **company** by a court or tribunal empowered to do so; and
13. Settlements entered into with our prior written consent (such consent not to be unreasonably withheld); and
14. **Defence costs**; and
15. Legal fees which, by order of a court or tribunal, the **company** is required to pay to any shareholder of the **company** or to any plaintiff or complainant other than the **company** or an **insured** in respect to a **claim** first made during the **period of insurance** against an **insured**.

**Loss** will not include taxes, fines, penalties, punitive, exemplary, aggravated or multiplied damages, or any **claim** deemed uninsurable by law, except for exemplary or aggravated damages arising from any **claim** for libel, slander or defamation.

In respect of any **employment practices claim**, loss will also not include:

16. Any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation whatsoever;
17. Any:
  - 17.1. salary or wages earned while in the employment of the **company**;
  - 17.2. employment-related benefits to which the claimant would have been entitled as an **employee** had the **insured** or the **company** provided the claimant with a continuance, reinstatement or commencement of employment;
  - 17.3. contractual damages based upon the terms of a contract of employment;
  - 17.4. liability or costs **incurred** by any insured to modify any building or property in order to make such a building or property more accessible or accommodating to any disabled persons.

## Period of insurance

The **period of insurance** stated in the schedule and any **discovery period**.

The aggregate limit of liability stated in the **schedule** will not be increased by any provision of this **period of insurance** or **discovery period**.

## Pollutant

Any pollutant including, but not limited to, any solid, liquid, gaseous or thermal irritant, contaminant, smoke, vapour, soot, fumes, acids, alkalis, chemicals, or waste.

'Waste' includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

## Subsidiary

18. Any branch, division or other internal structure of the **company** except any pension fund or scheme established for the **company's** own directors, officers or **employees**;
19. Any company in respect of which the **company** (either directly or indirectly through one or more of its **subsidiaries**):
  - 19.1. controls the composition of the Board of Directors; or
  - 19.2. controls more than half the voting power; or
  - 19.3. holds more than half of the issued share capital;
20. Any company falling within 21. and 22. of this definition which is acquired or created on, or subsequent to, the inception date of this policy and of which the total assets do not exceed 20% (twenty percent) of the total consolidated assets of the **company** at the last financial year end, provided that this section will only apply in respect of a **wrongful act** committed, or alleged to have been committed, by the **insured** or the **company** subsequent to the date of such acquisition or creation;
21. Any company other than those referred to in 21., 22. or 23. of this definition, in respect of which **we** have given prior written consent to its coverage as a **subsidiary** under this section.

## Takeover

Any sale of the **company** or its merger within or acquisition by another entity such that the **company** is not the surviving entity, or the acquisition by any entity or person of 50% (fifty percent) or more of the issued share capital of the **company**.

## Wrongful act

Any actual or alleged wrongful act or omission by the **company** or on the part of an **insured** committed solely in such person's actual or deemed capacity as an **insured**.

Related or continuous or repeated or causally connected **wrongful acts** will constitute a single wrongful act.

# Section 6 – Directors and Officers liability

## Insuring clause

Covers 1, 2 and 3 (below) are only insured where a limit of liability for each such cover is stated (rather than the words 'not insured' or 'not operative') in the **schedule**.

### Cover 1 – Directors and officers liability

We will pay on behalf of the **insured** any loss resulting from any claim which is first made against the **insured** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section, except when, and to the extent, that the **company** has indemnified the **insured**.

### Cover 2 – Company reimbursement liability

We will pay on behalf of the **company** any loss resulting from any **claim** which is first made against an **insured** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section, but only when, and to the extent, that the **company** has indemnified the **insured**.

### Cover 3 – Company liability

We will pay on behalf of the **company** any loss resulting from any **claim** which is first made against the **company** during the **period of insurance** and notified to **us** in accordance with the terms applying to this section.

but not

1. **Breach of contract**

We will not pay any **loss** in connection with any **claim** for any actual or alleged breach of contract or agreement, either written or oral, except to the extent the **company** would be liable in the absence of such contract or agreement.

2. **Intellectual property**

We will not pay any **loss** in connection with any **claim** for any actual, or alleged, libel or slander, invasion of privacy, plagiarism, breach of copyright or trademark or infringement of patents, database rights, registered design or design rights or any other intellectual property rights.

3. **Price fixing**

We will not pay any **loss** in connection with any **claim** for any actual, or alleged, breach of any regulatory, statutory or common law aimed at preventing monopolies, price discrimination, fixing of prices or other unfair trade practices.

## Limit of liability

Our total aggregate liability under this section will not exceed the section 11 Aggregate limit of liability stated in the **schedule**, and this amount will be inclusive of defence costs.

However, in respect of claims under Cover 3 (Company liability) our total aggregate liability will not exceed the Cover 3 (Company liability) Sublimit stated in the **schedule**, and this amount is part of, and not in addition to, the Section 11 Aggregate limit of liability stated in the **schedule**.

## Conditions

The following are conditions of the insurance that you need to meet as your part of this contract to which this endorsement attaches. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.

1. **Discovery period condition**

If we refuse to renew this section, the **insured** and the **company** have the right to purchase, upon payment of an additional premium calculated as 100% (one hundred per cent) of the Section 11 premium shown in the **schedule**, to an extension of the cover granted by this section in respect of any **wrongful act** committed or alleged to have been committed prior to the expiry date of this section provided that this right is exercised by written notice and payment of the additional premium to **us** within ten (10) days of cessation of this section.

It is understood and agreed that

- 1.1. the insurance provided by the **discovery period** will be for a period of 365 (three hundred and sixty-five) days beginning from the expiry date of this section; and
- 1.2. the quotation by **us** of different premiums, terms, conditions, limitations, exclusions or section 11 Aggregate limit of liability or Cover 3 (Company liability) Sublimit at renewal does not constitute a refusal to renew; and
- 1.3. this extension will only be granted provided neither the **insured** nor the **company** effect Directors or officers liability insurance or similar insurance, with any other insurer or underwriter or other similar entity;
- 1.4. the section 11 Aggregate limit of liability stated in the **schedule** will not be increased in any way by the provisions of this **discovery period**.

2. **Severability**

- 2.1. the proposal form and/or statement of agreed facts and/or other information provided by **you** or on **your** behalf will be construed as a separate application by each **insured** and the **company**.

With respect to the proposal form and/or statement of agreed facts and/or other information provided by **you** or on **your** behalf, no statements contained in such or knowledge possessed by any **insured** or the **company** will be imputed to any other **insured** or

## Section 6 – Directors and Officers liability

- the **company** for the purpose of determining the availability of any payment for loss arising from a **claim** made against any **insured** or the **company**.
- 2.2. For the purpose of determining the applicability of any exclusions, the **wrongful act** of any **insured** or the **company** will not be imputed to any other **insured** or the **company**.
3. **Company authorisation**  
The **company** will act on behalf of itself, all subsidiaries and all **insureds** with respect to the giving and receiving of notice under this section, including but not limited to the giving of notice of any **claim**, the payment of premiums, the receipt and acceptance of any endorsements, and the exercising or declining to exercise any right to the grant of a **discovery period**.
4. **Takeover**  
In the event of a **takeover**, any coverage under this section with respect to **loss** arising from a **claim** will apply only to any **loss** by reason of **wrongful acts** committed by an **insured** or the **company** prior to the date of such **takeover**.
5. **Territory**  
This section will apply to **claims** wherever made, based upon acts occurring anywhere in the world other than the United States of America or Canada.
6. **Governing law and jurisdiction**  
The construction, validity, performance and interpretation of this section will be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
7. **Avoidance**  
In the event that **we** are entitled to avoid this section or this policy in its entirety, **we** can at our election instead give notice in writing to the **insured** and the **company** that **we** regard this section as of full force and effect except that **we** will exclude from any payment any **loss** which has arisen or which could arise and which is related to the circumstances which entitle **us** to avoid this section or the policy. This section will then continue in full force and effect but will be deemed to exclude the particular **loss** referred to in the said notice (as if the same had been specifically endorsed when the policy was issued).

### Claims conditions precedent applicable to section 11

#### **Claims and Notice Provisions**

*Claims conditions 1 to 4 are 'Conditions Precedent' which must be followed in their entirety by the **insured** and the **company** if a claim is to be considered valid under this section.*

1. **Notice of a claim**  
The **insured** and/or the **company** must give us notice in writing of any **claim** as soon as reasonably possible and in any event within 30 days of the end of the **period of insurance**.  
  
Such notice must be sent to the 'Section 13 Notice of any claim or circumstance address' stated in the **schedule**.
2. **Notice of circumstances**  
The **insured** and/or the **company** must give **us** notice in writing of any circumstances which might reasonably be expected to give rise to a **claim** against an **insured** or the **company**, including the reasons for the anticipation of such **claim**, with full particulars as to dates and persons involved, as soon as reasonably possible. Any subsequent **claim** arising out of the notified circumstances will be deemed to have been made at the time of the notice to **us**.
3. **Defence of claims**  
3.1. The **insured** and the **company** must give **us** such information and co-operation as we could reasonably require and must not disclose to anyone the existence of this insurance without **our** written consent, unless as a consequence of the requirements of the law.  
3.2. The **insured** and the **company** must not admit liability for, or attempt to settle, any claim or incur any defence costs without **our** prior written consent. **We** will be entitled at any time to take over and conduct in the name of the **insured** or the **company** the defence or settlement of any claim or to prosecute in the name of the **insured** or the **company** for their own benefit any claim for payment, indemnity or damages or otherwise against any third party. No action will be taken which might prejudice **us**.
4. **Contest of claims**  
4.1. Neither the **insured** nor the **company** will be required to contest any legal proceedings unless a barrister (to be mutually agreed upon by the **insured**, the **company** and **us**) will advise that such proceedings should be contested.  
4.2. **We** will not settle any **claim** without the consent of the **insured** or the **company**. If, however, the **insured** or the **company** refuse to consent to any settlement recommended by **us** and elects to contest or continue any legal proceedings in connection with such **claim**, then **our** liability for the **claim** will not exceed the amount by which the **claim** could have been so settled, inclusive of **defence costs** incurred with **our** consent up to the date of such refusal, and then only up to the Section 13 Aggregate limit of liability stated in the **schedule**.  
4.3. **We** will be entitled to nominate a solicitor and, if appropriate, a barrister to represent the **insured**.



## Section 6 – Directors and Officers liability

### 5. Allocation of loss

- 5.1. With respect to **defence costs** jointly incurred by the **company** and the **insured** and any joint settlement of any **claim** made against both the **company** and the **insured**, such **defence costs** and joint settlement having been consented to by **us** (such consent will not unreasonably be withheld), the **company** and the **insured** and **we** agree to use our best efforts to determine a fair and proper allocation of the amount as between the **company** and the **insured** and **us**.
- 5.2. Under Cover 1 (Directors and officers liability) **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the **claim**, unless such **defence costs** have been advanced by the **company**.
- 5.3. Under Cover 2 (Company reimbursement liability) and Cover 3 (Company liability) **we** will, to the fullest extent permissible by law, advance **defence costs** prior to the final settlement of the claim.

Such advance payments of **defence costs** as referred to in paragraphs b) and c) (above) will be repayable to **us** by the **insured** and the **company** severally according to their respective interests, in the event and to the extent that it is determined that they will not be entitled under this section to payment of such **defence costs**.

## Exclusions

### 1. Bodily injury and/or property damage

**We** will not pay any **loss** in connection with any **claim** for any actual or alleged bodily injury, sickness, disease, or death of any person, or any actual or alleged damage to, or destruction of, any tangible property including loss of use.

This exclusion will not apply to emotional distress or mental anguish arising from an **employment practices claims**.

### 2. Pollution

**We** will not pay any **loss** in connection with any **claim** based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any **pollutant**, or any rectification or clean-up costs relating to any **pollutant**.

However, **we** will pay **defence costs** on behalf of the **insured** which are incurred in any investigation, examination, inquiry, court of law or other proceedings ordered or commissioned in the first instance by any official body within the United Kingdom of Great Britain and Northern Ireland, the Isle Of Man or the Channel Islands in respect of any **wrongful act** related to a **pollutant**. In respect of such **defence costs**, our total aggregate liability will not exceed £100,000 in all for the **period of insurance**, which amount is part of, and not in addition to, the section 13 Aggregate limit of liability stated in the **schedule**.

### 3. Illegal profits and/or deliberate acts

**We** will not pay any **loss** in connection with any **claim**

- 3.1. arising from or in any way involving any actual dishonest, fraudulent or malicious act of any **insured** or the **company**; or
- 3.2. arising from, or in any way involving, any **insured** or the **company** gaining in fact any profit or advantage or receiving any remuneration to which they were not legally entitled.

### 4. Professional services

**We** will not pay any **loss** in connection with any claim for any actual or alleged breach of any professional services or duty by any **insured** or the **company**.

### 5. Prior and pending litigation

**We** will not pay any **loss** in connection with any **claim** brought about by, or contributed to by, or consequent upon any fact, circumstance or situation which has been the subject of any notice given under any insurance which was in force prior to the **period of insurance** or which was known about by the **company** or the **insured** prior to the **period of insurance** and might reasonably be expected to give rise to a claim but was not disclosed to us prior to inception of this section.

### 6. Insured v Insured

**We** will not pay any **loss** in connection with any **claim** brought by, or on behalf of, any **insured** or the **company**. However, this exclusion will not apply to any

- 6.1. claim instigated by a shareholder or group of shareholders without the solicitation, participation or assistance of the **company** or any **insured**;
- 6.2. **employment practices claims** brought or maintained by any **insured**;
- 6.3. **claim** brought or maintained by any **insured** for contribution or indemnity if the **claim** directly results from any other valid **claim** made under this section;
- 6.4. **claim** brought or maintained by a liquidator, administrative receiver or receiver either directly or derivatively on behalf of the **company** without the solicitation, participation or assistance of any **insured** or the **company**;
- 6.5. **claim** brought or maintained by any former director or officer of the **company**.

### 7. Closely held

**We** will not pay any **loss** in connection with any **claim** brought by, or on behalf of, any person or entity holding beneficially or otherwise more than 20% (twenty percent) of the issued share capital of the **company** whether such **claim** is made in the name of the **company** or not.

## Section 6 – Directors and Officers liability

### 8. Share offering

**We** will not pay any **loss** in connection with any **claim** based upon or attributable to the actual or intended listing of any share capital of the **company** on any stock exchange whether such listing takes place by means of a public offering or private placement of the share capital.

### 9. Retention

**We** will only be liable under Cover 2 (Company reimbursement liability) to pay **loss**, in excess of the 'Company reimbursement retention' stated in the **schedule**; this amount applies to each claim. This retention is to be borne by the **company** and is not to be insured.

**We** will only be liable under Cover 3 (Company liability) to pay **loss**, in excess of the 'Company liability retention' stated in the **schedule**; this amount applies to each **claim**. This retention is to be borne by the **company** and is not to be **insured**.

A single retention will apply to all loss arising from any **claim** or series of **claims** arising out of, based upon or attributable to continuous, repeated or related **wrongful acts**.

### 10. Total COVID-19 Exclusion

Regardless of any language contained within this insurance, **we** will not be liable to make any payment in respect of any claim(s) or circumstance(s) or loss(es) or other matter(s) insured under this insurance arising out of, related to, connected to, or in any way involving, directly or indirectly:

- 10.1. Coronavirus disease (COVID-19);
- 10.2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- 10.3. any mutation or variation of COVID-19 or SARS-CoV-2;
- 10.4. any fear or threat (whether actual or perceived) of 11.1, 11.2 or 11.3 above;
- 10.5. any action taken to control, prevent, suppress, mitigate or in any way relating to any actual or suspected outbreak of any of 11.1, 11.2, or 11.3.

It is further agreed that **we** will not be liable to make any payment in respect of claim(s) or circumstance(s) or loss(es) or other matter(s) insured under this insurance that arises as a result of, or is connected in any way, directly or indirectly, with any consequential loss or financial impairment suffered by **you** or any third party as a result of any of 11.1, 11.2, 11.3, 11.4 or 11.5 above.

If **we** maintain that this exclusion applies, then the burden of proving that it does not will be **yours**.

# Section 7 – Professional indemnity

## Definitions

The words and phrases defined below apply to this section and will keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply. A defined word or phrase will be shown in **bold** each time it appears.

### Activities and duties

The performance of and/or professional assistance with the following services by **professional staff** on **your** behalf;

1. design, specification, inspection, supervision, feasibility study, surveying, procurement, CDM coordination and/or the provision of advice or technical information; and
2. such additional services as declared to, and agreed by, **us**.

This definition does not include;

3. inspection and/or supervision by **you** of **your** own, or **your** subcontractors', work where such inspection and/or supervision is undertaken in **your** capacity as building or engineering contractor; and/or
4. the services of a clerk of works or similar person carrying out inspection and/or supervision of construction.

### Circumstance

Information or facts or matters of which **you** are aware which could give rise to a claim against **you** which **you** could become legally liable to pay and which arises out of the exercise and conduct of the **activities and duties**.

### Contract

Any written or verbal **contract** entered into by **you** to undertake the manufacture, construction, alteration, repair, or maintenance services of any property or **goods**.

**Contract** will also be deemed to include any manufacture, construction, alteration, repair, or maintenance services of any property or **goods** by **you** on **your** own account where no such **contract** exists with another party.

### Consultants

**Consultants**, contractors, specialist designers or others appointed by **you** in connection with the **activities and duties**.

### Co-operate

**You** must

1. assist **us** and **our** duly appointed representatives to put forward the best possible defence of a claim within the time constraints available; and
2. have adequate internal systems in place, which will allow ready access to material information; and
3. at all times, and at **your** own cost, give to **us** or **our** duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries; and
4. pay the **excess** on demand by **us**, or **our** duly appointed representatives, to comply with any settlement **we** have agreed.

### Defence costs

All costs and expenses incurred in the investigation, defence or settlement of any claim or **circumstance** notified under the terms of this section and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this section.

This definition will not include costs and expenses incurred by **you** in preparing and presenting any claim under this section or providing **us** with the necessary information to defend or mitigate any claim.

### Excess

The sum shown in the schedule as the **excess** applicable to this section, unless otherwise stated in this policy, which is the first amount of each claim which is payable by **you**, and not covered by **us**.

Where, however, more than one claim is made during the **period of insurance** which arises from the same original cause and/or **contract** then only a single **excess** will apply in respect of such claims.

### Geographical limits

Anywhere in the World excluding the United States of America and/or Canada or their Dominions or Protectorates or as varied in the schedule.

### Harm

Any **harm** to the health of any living organism, or interference with ecological systems of which they form part, and, in the case of a person, includes offence caused to any of their senses.

### Letter of claim

The **letter of claim** as detailed in any applicable Civil Procedure or Criminal Procedure Pre-Action Protocol.

# Section 7 – Professional indemnity

## Limit of liability

The sum shown in the schedule which is available to indemnify **you** in respect of a claim provided always that, where more than one claim arises from the same original cause and/or **contract**, all such claims will be deemed to be one claim and only one **limit of liability** will be payable in respect of the aggregate of all such claims.

## Pollution

Any one, or a combination, of a release, emission, discharge, dispersal, disposal or escape of any substances, which are capable of causing **harm** to any person or any living organism, into or onto any water, land or air.

## Professional staff

Those persons either qualified as architects, engineers or surveyors or having other professional qualifications appropriate to the **activities and duties** or having a minimum level of experience of five years in undertaking the **activities and duties**.

## You/ your/ the insured / the policyholder

The corporate body or bodies named as 'the insured' in the schedule including:

1. any predecessors in business;
2. any business for which **you** are legally liable in consequence of **your** acquisition of such business (whether partial or otherwise) prior to inception of this section, provided **we** have been notified in writing of the existence of such other business and have not refused to insure it;
3. any office or division of **yours** as specified above unless expressly stated otherwise.

## Insuring clause

### Cover 1

#### Legal liability

**We** will insure **you**, up to the **limit of liability**, for the amount of any claim, including claimant's costs and expenses, first made against **you** and notified to **us** during the **period of insurance**, in respect of any legal liability for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the **activities and duties** by **you**.

**We** will not insure **you** in respect of the **excess**.

### Cover 2

#### Costs and expenses incurred in mitigating a claim or potential claim

**We** will insure **you** for all costs and expenses necessarily incurred, prior to hand-over of the **contract** works, in taking any necessary action for the sole purpose of mitigating a claim brought under Cover 1 or in seeking to avoid or mitigate such a claim arising out of any **circumstance** discovered during the **period of insurance** where such costs and expenses have been incurred with **our** prior written consent, as more fully described in Claims conditions 1(d).

### Cover 3

#### Defence costs

**We** will also insure **you** for **defence costs** where such costs have been incurred with **our** prior written consent. Such **defence costs** will;

1. not be in addition to the **limit of liability**; and
2. not be the subject of any **excess**.

## Conditions

*The following are conditions of the insurance that you need to meet as your part of this contract to which this endorsement attaches. If you do not meet any of these conditions and that either causes a claim or contributes to a claim, we can reject that claim or payment in respect of that claim could be reduced.*

### 1. Retroactive date

Where a retroactive date is specified in the schedule, this section will not insure **you** for any claim notified to **us** and arising out of the exercise and conduct of the **activities and duties** prior to the retroactive date detailed in the **schedule**.

### 2. Subrogation

If any payment is made by **us**, **you** grant to **us** all rights of recovery against any parties from whom a recovery may be made and **you** must take all reasonable steps to preserve such rights. However, **we** agree to waive any rights of recovery against any of **your** present or former employees unless liability has resulted, in whole or part, from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

### 3. Insurance disputes

This section is governed by the laws of England and Wales.

Any dispute or difference between **you** and **us** arising from this section will be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **us** and **you**, or any other person as may be mutually agreed.

In the event of disagreement regarding the appointment, the Chairman of the Bar Council will appoint a suitable person.

# Section 7 – Professional indemnity

The findings of the agreed or appointed person will be binding on **us** and **you**, and the cost of such referral will be allocated by the agreed or appointed person on a fair and equitable basis.

## 4. Claims settlements

**We** can at any time pay to **you**, in connection with any claim or claims, the **limit of liability** (less any sums already paid including **defence costs**) or any lesser sum for which such claim or claims can be settled, and upon such payment **we** will not be under any further liability in respect of such claim or claims.

## 5. Combined Claims

Where the same original cause or **contract** gives rise to an entitlement to **you** to insurance under Cover 1, Cover 2 or Cover 3 or any of the extensions of this section, the maximum amount payable by **us** under Cover 1, Cover 2 or Cover 3 and all extensions will not exceed the **limit of liability**.

## Claims conditions

### 1. Discovery of a claim or Circumstance

- 1.1. If, during the **period of insurance**, **you** receive notice of any claim that is subject to insurance under this section, other than any claim provided for in 1.2 below, **you** must give notice (in accordance with Claims Condition 2 (Notice) of this section) to **us**;
  - 1.1.1. as soon as practicable; and in any event;
  - 1.1.2. within 15 working days; and
  - 1.1.3. before expiry of the **period of insurance**.
- 1.2. If, during the **period of insurance**, **you** receive a **letter of claim**, **you** must give early notice (in accordance with Claims condition 2 of this section, below) to **us**;
  - 1.2.1. as soon as practicable; and in any event;
  - 1.2.2. within 5 working days from receipt of such **Letter of claim**; and
  - 1.2.3. before expiry of the **period of insurance**.
- 1.3. If during the **period of insurance** **you** become aware of any **circumstance**, **you** must give notice (in accordance with Claims Condition 2 of this section, below) to **us** of such **circumstance** as soon as practicable and, in any event, before expiry of the **period of insurance**.

**We** agree that any such **circumstance** notified to **us** during the **period of insurance** and which subsequently gives rise to a claim after expiry of this section will be deemed to be a claim first made during the **period of insurance**.

- 1.4. **you** must not incur any costs and/or expenses in connection with the insurance provided under Cover 2 (Costs and expenses incurred in mitigating a claim or potential claim) without **our** prior written consent which will not be reasonably withheld. The onus of proving that indemnity is afforded under Cover 2 (Costs and expenses incurred in mitigating a claim or potential claim) is **yours**.

### 2. Notice

If **you** want to make a claim under this section, **you** must provide written notice to **us** at the contact details stated in the schedule. If it is not in writing, it will not be a valid notification under Condition 1, above.

### 3. Admission of liability

In the event of any claim or **circumstance**, **you** must not admit liability nor admit liability or make any admission, offer, promise or payment without **our** prior written consent.

### 4. Conduct of claims

5. Following notification of any claim or **circumstance**, **we** will be entitled to take over and conduct in **your** name the investigation, defence or settlement of any such matter.

**You** must **co-operate** and give all such assistance as **we** may reasonably require.

### 6. Adjudication

In relation to the Adjudication extension (extension 5), **you**;

- 6.1. must ensure that the timetable provisions in any **contract** are no more onerous to **you** than those contained in the Scheme for Construction Contracts referred to in the Act; and
- 6.2. must notify **us** within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to **contract**; and
- 6.3. must not serve any of the notices referred to in (b) (above) above without **our** prior written consent, unless, in the **your** reasonable opinion, this will not give rise to a claim under this section; and
- 6.4. agree that **we** are entitled, if **we** reasonably request, to pursue legal, arbitration or other proceedings in **your** name of and on **your** behalf to challenge, appeal, open up or amend any decision, direction, award or the exercise of any power of the adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator. **You** must give all such assistance as **we** may reasonably require in relation to such proceedings; and
- 6.5. must not accept the decision of the adjudicator as finally determining the dispute without **our** prior consent in writing; and
- 6.6. must satisfy **us** that any liability incurred under an adjudicator's decision for which insurance is being sought would otherwise be the subject of insurance under this section.

# Section 7 – Professional indemnity

For the avoidance of doubt;

- 6.7. notification of a “notice of intention to adjudicate” and/or “notice of adjudication” and/or “referral notice”, and/or “any adjudication notice pursuant to **contract**” will be considered to be a notification under the terms of this section subject to all other terms, conditions, exclusions and limitations applicable to this section which are not in conflict with this condition;
- 6.8. the adjudicator in any **contract** must be independent of the parties to the dispute;
- 6.9. this condition does not in any way limit **our** rights of subrogation.

## Extensions

**We** will also provide cover for:

### 1. Infringement of copyright or patents

**We** will insure **you**, up to the **limit of liability** for the amount of any claim, including claimant’s costs and expenses, first made against **you** and notified to **us** during the **period of insurance** in respect of any legal liability arising from any unintentional infringement of copyright, design right, registered design, trademark or patent committed by **you**.

### 2. Joint venture/consortium

**We** will insure **you** for any claim for any negligent act, negligent error or negligent omission first made against **you** and notified to **us** during the **period of insurance** which:

- 2.1. **you** may become legally liable to pay, whether jointly or severally; and
- 2.2. arises out of the exercise and conduct of the **activities and duties**;

whilst a member of a joint venture or consortium where such joint venture or consortium together with the turnover/fees of the joint venture or consortium (not just **your** proportion) has been declared to **us**, whether or not the joint venture or consortium is conducted through a separate legal entity.

The amount payable under this extension will be limited to **your** share of the total liability of the joint venture or consortium. **We** retain all rights against **your** joint venture or consortium partners to which they may become subrogated.

**We** will not insure **you** under this extension if, without **our** express agreement, **you** waive any right of recovery against any joint venture or consortium partner or any claim for contribution against such partner.

### 3. Prosecution defence costs

**We** will insure **you** for any **defence costs** incurred during the **period of insurance** with **our** prior written consent in relation to any criminal proceedings (“proceedings”) against **you**, or any of **your** employees, arising from alleged breach of any United Kingdom statutory regulation relating to building or construction works where such alleged breach arises out of the exercise and conduct of the **activities and duties** in the United Kingdom.

This extension is subject to the following:

- 3.1. **our** reasonable belief that the defence of such proceedings would assist in the defence of any claim against **you** arising from such proceedings that would be subject to insurance under this section;
- 3.2. any subsequent or concurrent claim that is subject to insurance under this section and that arises out of any proceedings notified under this clause will be deemed to be a **circumstance** and will be subject to the claims conditions (see Conditions precedent applicable to this section);
- 3.3. any appeal against the outcome of any initial proceedings will be deemed to be proceedings for the purpose of this clause;
- 3.4. the maximum amount **we** will pay for this extension will be £100,000 for all claims in the aggregate.

**We** will not be liable for the first £1,000 of **defence costs** incurred in respect of each prosecution.

### 4. Vicarious liability

**We** will insure **you** for any claim first made against **you** and notified to **us** during the **period of insurance** which **you** may become legally liable to pay as a result of any negligent act, negligent error or negligent omission by **consultants** or any other person or party for whom **you** are responsible arising out of the exercise and conduct of the **activities and duties**.

### 5. Adjudication

**We** will insure **you** for awards made against **you** by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 (“the Act”) or an adjudication clause or rules contained in a **contract**, subject to the claims conditions under the Conditions applicable to this section.

# Section 7 – Professional indemnity

## Exclusions

### 1. Liability involving vehicles or property owned or occupied by you

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving the ownership, possession or use by **you**, or on **your** behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **you** or any other property belonging to **you** or in **your** care, custody or control.

### 2. Liability for bodily injury /arising out of employment

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any injury, disease, illness (including mental stress) or death of;

2.1. any employee under a **contract** of service with **you** or any claim arising out of any dispute between **you** and any present or former employee or any person who has been offered employment with **you**; and/or

2.2. any other person except to the extent that any liability on **your** part was due to any negligent act, negligent error or negligent omission by **you** and/or others acting on **your** behalf in the conduct and exercise of the **activities and duties**.

### 3. Fraud, dishonesty or criminal act

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any dishonest, fraudulent or criminal act, error or omission committed or alleged to have been committed by any past or present partner, director, trustee or employee or any other person or entity working on **your** behalf.

However, this exclusion will not apply in respect of any civil claim arising out of any breach of any United Kingdom statutory regulation relating to building or construction works, subject to the act, error or omission not being deliberate on **your** part.

### 4. Controlling Interest

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim made against **you** by either;

4.1. any entity in which **you** exercise a controlling interest; or

4.2. any entity exercising a controlling interest over **you** by virtue of having a financial or executive interest in **your** operation; unless such claim is made against **you** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in (a) or (b) and arises out of the exercise and conduct of the **activities and duties**.

### 5. Contractual Liability

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any of the following:

5.1. any performance warranties, penalty clauses, guarantees or liquidated damages unless **your** liability would have existed in the absence of such warranties penalties or guarantees; or

5.2. any collateral warranty where **you** provide any express guarantee (including fitness for purpose), agrees to any express penalty or liquidated damages, or agrees to provide any party with a greater or longer lasting benefit than that given to the original party.

This exclusion will not apply where **your** liability would have existed in the absence of any of the above or where **we** have expressly approved the relevant terms of the particular **contract**.

### 6. Area of activities

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any **activities and duties** undertaken by **you** outside the geographical limits.

### 7. Jurisdiction

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim brought (or the enforcement of any judgment or award entered against **you**) outside the **courts** of the United Kingdom, the Channel Islands, the Isle of Man and Member States of the European Union.

### 8. Fines, penalties, punitive, multiple or exemplary damages

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving fines, penalties, punitive, multiple or exemplary damages.

### 9. Pollution

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving **pollution** unless it was caused by a negligent act, negligent error or negligent omission by **you**, **professional staff** or **consultants** acting on **your** behalf, provided that;

9.1. such **pollution** was not caused by an intentional act by **you**;

9.2. such **pollution** was sudden and accidental.

In respect of any claim arising from **pollution** the **limit of liability** will be amended to each claim provided that all claims in respect of **pollution**, including **defence costs** will not exceed in the aggregate the sum shown in the schedule. This means that only one **limit of liability** will be payable in relation to claims arising from **pollution**.

## Section 7 – Professional indemnity

10. **Directors' and officers' liability**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim arising from being a director, officer or trustee of the insured (as opposed to those duties and functions carried out in furtherance of the **activities and duties**) or from the acceptance of any directorship or trusteeship in any other company not forming part of the insured.

11. **Previous claims and circumstances**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim or **circumstance** that may give rise to a claim;

11.1. which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this section;  
or

11.2. of which **you** were, or should have been, aware prior to inception of this section.

12. **Trading Losses**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any trading losses or trading liabilities incurred by any business managed or carried on by **you** including loss of any client account or business.

13. **Failure to Arrange Insurance and/or Finance**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any loss which follows from **your** failure to arrange and/or maintain insurance and/or finance.

14. **Asbestos**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim involving asbestos.

15. **Loss of Documents -Magnetic or Electrical Media**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving the physical loss of, or damage to, documents which are stored on magnetic or electrical media unless such documents are duplicated on magnetic or electrical with the intention that in the event of loss or damage the duplicate can be used as a basis for restoring the documents to their original status and provided always that such duplicates are securely stored in a separate location to the original documents.

16. **Tender at less than economic terms**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving the deliberate decision by **you** to tender for a **contract** at less than economic terms.

17. **Construction Costs**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any estimate of probable design and/or construction costs, being exceeded provided that this exclusion will not apply to any claim arising directly from negligence of a quantity surveyor employed by **you**, or appointed on **your** behalf, to carry out those activities normally undertaken by a quantity surveyor in private practice.

18. **Turnover declared as non-design related**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any claim arising from **your** activities where it is, has been, or would be disclosed that **you** and/or **your consultants** have no responsibilities for design or other professionally-related activities.

19. **Defective Workmanship Or Materials**

We will not insure **you** in respect of liability for, or directly or indirectly arising out, of or in any way involving any defective workmanship or materials relating to physical works of construction.



# Section 8 – Legal expenses

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## Welcome to MSL

Thank you for choosing MSL Legal Expenses Limited to provide your Business Premier Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As an MSL customer you now have legal expenses insurance to protect you in relation to the cover set out in this Policy.

A summary of the cover provided by this Policy is shown in your Keyfacts document.

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

## Our Agreement

This insurance is a contract between us (MSL Legal Expenses Limited) and you (the Policyholder shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf



Nick Garner, Chief Executive Officer  
MSL Legal Expenses Limited

## The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy

### Appointed Representative:

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment.

### Basic Award:

means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

### Buildings:

means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the Certificate of Insurance and used in connection with the **Business**.

### Business:

means the Business shown in the Certificate of Insurance.

### Compensatory Award:

means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** against financial loss that relates to their dismissal.

### Costs and Expenses:

means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them; in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

### Cross-Tax Enquiry

Means an investigation by HM Revenue & Customs into **Your** business tax affairs, which also includes an investigation into **Your** Value Added Tax return and/or Employer's Compliance.

### Employee:

means any person under a contract of service with **You** in connection with the **Business**. This includes any

1. Trainee under **Your** control in connection with a government approved training scheme;
2. Ex-employee or prospective employee.

### Insured Person:

means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Policy.

### Legal Proceedings:

means a legal remedy for compensation, specific performance or an injunction.

### Reasonable Prospects:

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or

# Section 8 – Legal expenses

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prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

## Tax Enquiry

means an investigation by HM Revenue & Customs into **Your** business tax affairs.

## We/Us/Our:

means MSL Legal Expenses Limited.

## You/Your:

means the Policyholder shown in the Certificate of Insurance attached to this Policy.

## What is Insured

**We** will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the Certificate of Insurance, set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
  - a. during the Period of Insurance, and
  - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom, the Isle of Man or the Channel Islands.
7. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.
8. The event which leads to a claim arises in connection with the **Business**.

**We** will not pay

- a. In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- b. The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
- d. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- e. The first 10% of **Costs and Expenses** where the **Insured Person** chooses their own lawyer or other suitably qualified person in relation to a claim under this Policy.

## Insured Incidents

### 1. Employment Disputes

**We** will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee's** contract of service which will be dealt with in an Employment Tribunal under employment legislation.

Provided that

- i. In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
- ii. The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations
  - Before taking any disciplinary action or commencing a disciplinary procedure.
  - Before dismissing an **Employee**.
  - Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
  - Before starting any redundancy process or making an **Employee** redundant.
  - Before seeking to make a material change to an **Employee's** contract which is likely to have a negative impact upon that **Employee**.
  - Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee**.

**We** will not pay for

- a. Any claim relating to disciplinary hearings or internal grievance procedures.
- b. The costs of any disputes relating to a settlement agreement.
- c. Any dispute relating to a shareholding, partnership or directors contract.
- d. Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- e. Any claim relating to future contracts of employment.
- f. Any claim in respect of personal injury or loss of or damage to property.
- g. Any claim relating to unpaid wages and commission or deduction from wages or commission.
- h. Any claim relating to benefits due under a contract of employment.
- i. Any claim relating to payment relating to redundancy.

# Section 8 – Legal expenses

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## 2. Employment Compensation Awards

**We** will pay a **Basic Award** and/or **Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

**We** will not pay for

- a. Any award arising out of the **Insured Person's** failure to provide any **Employee** with written reasons for their dismissal.
- b. Any award made as a result of the **Insured Person's** failure to provide a contract of employment or statement of terms and conditions of employment.
- c. Any award relating to any contractual rights to which the **Employee** is entitled.
- d. Any claim in relation to equal pay or the minimum wage employment legislation.

## 3. Health and Safety Appeals

**We** will pay the **Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

**We** will not pay for any claim

- a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
- b. In connection with an offence relating to the proceeds of any crime or criminal act.

## 4. Legal Defence

**We** will pay the **Costs and Expenses** for defending an **Insured Person's** rights relating to any

- a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
- b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
- c. Civil action being taken against an **Insured Person**, but not **You**
  - i. under legislation for unlawful dismissal on the grounds of race, sex, sexual orientation, age, disability or religious belief arising from that person's work as an **Employee**;
  - ii. as a trustee of a pension fund set up for the benefit of **Your Employees**.
- d. Civil action for compensation under section 13 of the Data Protection Act 1998.
- e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
- f. An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

**We** will not pay for

- a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner.
- b. Any claim relating to a Road Traffic Offence.

## 5. Contract Disputes and Debt Recovery

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered for the buying, selling or hiring in of any goods or services.

Provided that:

- (i) Any claim for undisputed and unpaid monies owed is notified to **Us** within 45 days from the date the monies were first due and payable.
- (ii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
- (iii) The amount in dispute exceeds the amount shown in the Certificate of Insurance.

**We** will not pay for

- a. Any claim relating to any land or buildings.
- b. Any claim relating to a lease or licence of any land or buildings.
- c. Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.
- d. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- f. A contract of employment.
- g. Arbitration arising out of an arbitration clause in any contract.
- h. Computer goods, systems or services.
- i. A breach or alleged breach of professional duty by an **Insured Person**.
- j. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

# Section 8 – Legal expenses

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## 6. Property Disputes

We will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to

- a. An incident which causes or could cause physical damage to the **Buildings**.
- b. Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
- c. The landlord's failure to maintain the **Buildings**.

Provided that

- i. The amount in dispute exceeds the amount shown in the Certificate of Insurance.
- ii. The **Buildings** are situated in the United Kingdom, the Isle of Man or the Channel Islands.

We will not pay for

- a. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- c. Any claim relating to planning.
- d. Any claim where the **Insured Person** is the landlord of the **Buildings** or is leasing, sub-letting or renting out part of the **Buildings**.
- e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the buildings.
- f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

## 7. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, We will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

We will not pay for any loss incurred before an **Insured Person** makes a claim.

We will not pay for any claim where **You** are unable to support **Your** loss.

## 8. Tax Protection

We will pay the **Costs and Expenses** for the defence of **Legal Proceedings** relating to

- a. A **Tax Enquiry** or **Cross-Tax Enquiry**.
- b. An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.

Provided that

- i. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
- ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

We will not pay for any claim

- a. Relating to **Your** failure to register for VAT.
- b. Arising from a tax avoidance scheme.
- c. Arising from any investigation undertaken by HM Revenue and Customs' Special Investigations unit.

## 9. Licence Protection

We will pay the **Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

## 10. Personal Injury

We will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that the claim is the result of a sudden and specific incident.

We will not pay for any claim

- a. Which develops gradually unless it is the result of a sudden and specific event.
- b. Arising from actual or alleged clinical, medical or dental negligence.

## What is NOT Insured

### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

### 2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses** which We do not authorise.

### 3. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

## Section 8 – Legal expenses

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### 4. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**;
- b. Or statement which is overstated, false or fraudulent.

**We** will have the right to refuse to pay a claim or to void this insurance from the date of the act.

### 5. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e. Libel or slander.
- f. Any share option or pension scheme or policy.
- g. Any device failing to recognise, interpret or process any date as its true calendar date.
- h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

### 6. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

### 7. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

### 8. Fines and Penalties

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority, except as provided for under Insured Incident 2. Employment Compensation Awards.

### 9. Disputes with Us

- a. Any claim against **Us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the Drive Further collection of companies.
- b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

### 10. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

### 11. Radioactive Contamination and Pressure Waves

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 12. Territorial Limits

Any claim

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

## Claims Settlement Provisions

### 1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

### 2. When You Must Report a Claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

### 3. Acceptance of a Claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

# Section 8 – Legal expenses

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## 4. Conduct of the Claim

### i. We will be entitled

- To have direct contact with the **Appointed Representative**;
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**;
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

### ii. What the **Insured Person** must do

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
- Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.

### iii. What the **Insured Person** must not do

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
- Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

#### *Please Note*

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

## 5. Payment Instead of Pursuing or Defending a Claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

## 6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

## 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim. If there is any dispute about the choice of lawyer **We** will ask the president of the relevant national Law Society to choose a suitably qualified lawyer.

Where the **Insured Person** chooses their own lawyer or other suitably qualified person, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person's** own lawyer or other suitably qualified person.

## Conditions

### 1. Observance of Terms

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

### 2. Cancellation

**You** may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser.

**We** may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy.

Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

## Section 8 – Legal expenses

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### 3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party will be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

### 4. New Rules

If during the Period of Insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation, judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **Our** or **Your** material detriment, **We** reserve the right to amend this Policy to deal appropriately (fairly to both **You** and **Us**) with such changes. In those circumstances **We** will issue an endorsement to this Policy notifying **You** within 21 days of the proposed changes by sending to **You** details of those changes to **Your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

### 5. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

### 6. Waiver

If **We** or any **Insured Person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

### 7. Recoveries

**We** reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

### 8. Governing Law

This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom, the Isle of Man or the Channel Islands.

### 9. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

## How to Make a Claim and Advice Service 0161 495 4490

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number, email **Us** at [info@msl.co.uk](mailto:info@msl.co.uk) or write to MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form to be completed and returned to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

*Please note that*

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed. This does not apply to Insured Incident 7. Court Attendance and 8. Tax Protection.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

## How to Make a Complaint

**Our** aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 0161 495 4490 or in writing to The Compliance Department, MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your** Certificate of Insurance on all correspondence.

**Our** staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

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## Financial Services Compensation Scheme

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the “Compensation Scheme”). If they are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## Data Protection

**We** act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

### What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

**We** may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

**We** will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

### Data Retention

**We** will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

### Your rights

**Your** personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner’s Office, which regulates the processing of personal data.

**You** can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

### Please read your policy document carefully and keep it in a safe place

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.

**Form reference: BPP MSL 03/2018**