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Tradesman Insurance



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Thank you for choosing iSure Underwriting for **Your Tradesman Policy**. iSure offers a range of specialist insurance products to meet the needs of businesses and are passionate about providing exceptional service to **You** when **You** need it.

iSure's specialist expertise and passion is supported by **Our** partnership with leading insurers and this **Policy** is a contract between **You** and the insurers (**Us**) as declared in the **Schedule**.

This document, the **Schedule** and any attached endorsements is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, **Damage**, accident or **Bodily injury** to the extent of and subject to the terms contained in or endorsed on the **Policy**.

Signature



Tony Lawrence
Managing Director
iSure Underwriting
for and on behalf of insurers

Important Information

How to make a claim

Sections 1-4

If **You** need to make a claim on **Your** policy please check the coverage and then contact **Your** Insurance Broker. If for any reason **You** cannot contact **Your** Insurance Broker please contact iSure at:

Email: claims@isureunderwriting.co.uk

Telephone: 0344 856 3812

Our claims helpline is available 24 hours a day, 7 days a week

Post: Davies Managed Systems
Po Box 2081
Stoke-on-Trent
ST4 9DN

Please note when making a claim, **You** must follow the Claims Condition under **Your** policy as defined under General Condition 3. Claims.

Section 5 for legal advice and claims

Telephone: **0344 770 1040** quoting "iSure Business Helpline" and ask to speak to a legal adviser.

This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a legal expenses claim, **You** must use the helpline first.

How to make a complaint

If **You** need to make a complaint please refer to the Complaints Procedure section at the end of **Your** **Policy** wording.

Policy Information

This Tradesman Insurance **Policy** is between **You** and **Us** as declared in the **Schedule**.

This document, the **Schedule** and any attached endorsements is the **Policy** which sets out this insurance. It should be read as one document. It is a legal contract, so please read all of it carefully and make sure it meets **Your** needs and that **You** understand it.

If **You** have any questions about these documents, please contact **Your** Insurance Broker who will be pleased to help **You**.

Words in **bold** type face used in this document, other than in the headings, have specific meanings attached to them as set out in the Definitions Section.

Policy period and premium

We will, in consideration of the payment of the premium and for the **Period of Insurance**, provide insurance in accordance with the sections of the **Policy** shown as 'operative' in the **Schedule**, subject to the conditions, exceptions and endorsements of the **Policy**. This insurance is renewable provided we agree to accept **Your** premium for any subsequent **Period of Insurance**.

We will cover **You** under those Sections shown in the **Schedule** where an amount (or "as shown in the Policy wording") is inserted during any **Period of Insurance** for which **We** have accepted **Your** premium provided all the terms and conditions of the **Policy** are met.

If **You** are not satisfied with the cover provided by this **Policy**, please return the documents to **Your** Insurance Broker within 14 days of receiving them. As long as **We** have not paid a claim, **We** will return any premium **You** have paid as detailed further in the General Conditions Section of this **Policy**.

Language and law applicable to the Contract

This insurance is written in English and all communications about it will be in English. Unless **We** have agreed otherwise with **You**, this contract is governed by English law.

This is a legal document and should be kept in a safe place.

Conditions Precedent

This **Policy** contains a number of Conditions Precedent. **We** will not pay for any claim if **You** do not comply with any part of any condition which makes

payment of a claim conditional upon compliance with it (Condition Precedent) except that where the condition concerned:

- a) 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;
- b) operates only at particular times, **We** will pay for any claim where **You** show **Us** on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the **Bodily Injury**, loss, **Damage** or liability which occurred;
- c) would, if complied with, tend to reduce particular types of **Bodily Injury**, loss, **Damage** or, as the context may require liability, **We** will pay for any claim where **You** show **Us** on the balance of probabilities that its non-compliance with the condition did not cause or contribute to the **Bodily Injury**, loss, **Damage** or liability which occurred.

Insurance Act 2015

It is hereby noted and agreed that where this **Policy** uses basis of contract, warranty, condition precedent or avoidance language that is contrary to the requirements of the Insurance Act 2015 then the provisions of the Insurance Act 2015 shall apply.

Definitions

These definitions apply throughout **Your** policy and wherever they appear **bold** they will always have the following meanings.

Our/Us/We

The Insurer detailed in the **Schedule**.

You/Your

The person, people or the company shown as the insured in the **Schedule**.

Asbestos

Asbestos or fibres or particles of asbestos or any material containing asbestos.

Bodily Injury

Death, physical injury, illness, disease, mental injury, mental anguish or nervous shock.

Business

The activities directly and solely connected with the **Business** as described in the **Schedule** and **Proposal**.

Claimant's Costs

Costs and expenses incurred by a claimant or in relation to a claim against **You**.

Contract Works

The permanent or temporary works being carried out under any contract or development and materials for use in connection there with.

Costs and Expenses

Costs and Expenses shall mean

- **Claimant's costs**
- **Defence costs**
- **Prosecution costs.**

Damage

Physical loss or destruction of or **Damage** to tangible property.

Defence Costs

Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this **Policy**.

Employee

Any of the following people working for **You** in connection with **Your Business**

- a) anyone who has entered into or works under a contract of service or apprenticeship with **You**
- b) any labour only subcontractor or anyone employed by them
- c) any self-employed person
- d) a voluntary helper
- e) anyone who is engaged under a work experience scheme or similar scheme
- f) anyone who is hired or borrowed by **You**.

Excess

The first amount of any claim for which **You** are responsible as specified in the **Schedule**.

Government Action

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

Hired-in Plant

Constructional plant machinery, tools, equipment, temporary buildings, or site office contents **You** have hired to use in connection with the **Business** while on the site of any contract or being carried by **You** in transit.

Offshore

From the time of

- (a) embarkation by an **Employee** onto a conveyance at the point of final departure to an Offshore rig or Offshore platform or
- (b) embarkation by an **Employee** onto a conveyance for the purpose of transferring from an Offshore rig or Offshore platform onto another Offshore rig or Offshore platform

until disembarkation by an **Employee** from a conveyance onto land upon return from an Offshore rig or Offshore platform.

Own Plant

Constructional plant machinery, trailers, tools, equipment, temporary buildings, or site office contents belonging to **You** for use in connection with the **Business** while on the site of any contract or carried by **You** in transit.

Period of Insurance

The length of time covered by this insurance (as shown in the **Schedule**) and any extra period for which **We** accept **Your** premium.

Policy

The **Policy** and **Schedule** and any endorsements attached or issued.

Premises

The **Premises** owned or occupied by **You** as stated on the **Schedule**, for the purposes of the **Business**.

Products

Any goods or other property (including their containers, packaging, labelling and instructions for use) sold, supplied, delivered, installed, erected, repaired, altered, treated or tested by **You** in connection with the **Business** which is no longer in **Your** custody or control.

Property Insured means

Contract Works
Own Plant
Hired-in Plant
Stock
Tools.

Proposal

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

Prosecution Costs

Costs and Expenses incurred by a prosecuting authority which **You**, **Your** partners, directors or **Employees** are ordered to pay by the Court in relation to a prosecution against **You**, **Your** partners, directors or **Employees** in connection with the **Business**.

Schedule

The latest **Schedule** issued by **Us**.

Territorial Limits

- a. Great Britain, Northern Ireland, the Channel Islands, the Isle of Man or offshore installations within the Continental Shelf around such territories
- b. elsewhere in the world where any person normally resident in the territories described in a. above is temporarily engaged in non-manual work in connection with **Your Business**.

Terrorism

An act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear.

The Employer

The party named as the employer in the contract or agreement

The Period of Temporary Cover

Up to 28 days from the date on which **You** enter into the contract or start the work, whichever is the earlier.

The Works

All works completed or to be completed by **You** or on **Your** behalf including
(1) all materials incorporated or to be incorporated
(2) plants, tools, equipment and temporary buildings used or to be used for the period during which **You** are responsible under contract conditions.

Tools

Portable tools and business equipment including portable electronic equipment the personal property of **You** or **Your** partners, principals, directors or **Employees** and which are ordinarily used or needed on the site of any contract carried out by **You** in connection with the **Business** anywhere within the **Territorial Limits**.

War

War, invasion, acts of foreign enemies, hostilities or

warlike operations (whether **War** be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to popular rising, military rising, Insurrection, rebellion, revolution or military or usurped power.

General Conditions

1. Fair Presentation of Risk

You have a duty by law to make a fair presentation of the risk **You** wish **Us** to insure before the commencement of **Your Policy**, before each renewal and if any mid term alteration is requested during the **Period of Insurance**.

If **You** do not comply with this condition then:

- (i) **We** can decide to make **Your Policy** void and keep the premium, providing **Your** failure to make a fair presentation of the risk is deliberate or reckless or
- (ii) **We** can decide to make **Your Policy** void and return **Your** premium if **Your** failure to make a fair presentation of the risk is not deliberate or reckless and **We** would not have provided cover if **You** had made a fair presentation
- (iii) If **Your** failure to make a fair presentation of the risk is not deliberate or reckless and **We** would have issued cover on different terms had **You** made a fair presentation of the risk then **We** can:
 - a. Reduce proportionately any amount paid or payable in respect of a claim under **Your Policy** by dividing the premium actually charged by the premium **We** would have charged had **You** made a fair representation of the risk and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable and/or
 - b. Treat **Your Policy** as if it had included the different terms that we would have imposed had you made fair representation
- (iv) Where **We** decide to apply one of the above then:
 - a. If **We** decide to make **Your Policy** void this will be from the start of the **Policy**, the date of mid- term alteration or from the renewal date
 - b. **We** will apply the formula calculated by reference to the premium that would have been charged to claims from the Start of the **Policy**, or the date of mid - term alteration or from the date of renewal
 - c. **We** will treat the **Policy** as having different terms imposed from the start of

the **Policy**, or the date of mid-term alteration or from the date of renewal

Depending on when the failure to make a fair presentation occurs.

2. Alteration in Risk

You must notify **Us** as soon as possible if during the **Period of Insurance** there is any alteration:

- a) in or to the Business;
- b) to or at the Premises;
- c) to the facts or matters set out in the Statement of Fact

or otherwise comprising the risk presentation made by **You to Us** at inception, renewal or mid term alteration of the **Policy**; which materially increases the risk of **Bodily Injury**, loss, **Damage** or liability.

Upon being notified of any such alteration, **We** may, at **Our** absolute discretion:

- a) continue to provide cover under this **Policy** on the same terms;
- b) restrict the cover provided under this **Policy**;
- c) impose additional terms;
- d) alter the premium;
- e) cancel the **Policy**.

3. Claims

It is a condition precedent to **Our** liability under this **Policy**, that on the happening of any event which may give rise to a claim or loss under this **Policy**, **You** must

- a. notify **Us** as soon as reasonably possible of the event
- b. take, or allow others to take, practical steps to prevent further loss or **Damage**, recover property lost and otherwise minimise the claim
- c. advise the police immediately of any **Damage** or loss of property caused by theft, attempted theft, or malicious persons
- d. at **Your** expense provide to **Us**
 - i. full written details of any injury, loss or **Damage** within 14 days of the date on which the injury, loss, or **Damage** occurs (or 7 days in respect of injury loss or **Damage** caused by theft or attempted theft, riot, civil commotion or malicious persons)
 - ii. such detailed particulars, receipts, documents and evidence as **We** may reasonably require within 30 days of the date of **Our** request
 - iii. details of any other relevant insurances.

- e. allow **Us** or anyone authorised by **Us** access to the **Premises**
- f. allow **Us** to take possession of, or request delivery to **Us** of any **Property Insured**
- g. not abandon any **Property Insured** to **Us** without **Our** prior written consent.

It is a condition precedent to **Our** liability under this **Policy** in respect of claims against **You** that **You** must

- a. immediately forward to **Us** on receipt any letter, proceedings, writ, Court documents, Claim Form, or Summons
- b. allow **Us** complete control of any proceedings or settlement
- c. not accept, negotiate, pay, settle, admit or repudiate any claim without **Our** written consent.
- d. immediately notify **Us** when **You** have knowledge of any impending prosecution, inquest, fatal accident, or government enquiry
- e. if demanded, provide a statutory declaration of the truth of the claim and any matters connected with it.

4. Contracts (Rights of Third Parties) Act

We and **You** do not intend that any clause or term of this **Policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this **Policy**.

5. Fraud

If any claim be in any respect fraudulent or if any fraudulent means or devices be used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy**, **We**

- a. will not be liable to pay **Your** claim
- b. may recover from **You** any sums already paid in respect of **Your** claim; and
- c. may, after providing notice to **You**, treat the **Policy** as having terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

We shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and

We need not return any of the premium paid.

6. Subrogation

You shall at **Our** request and expense take and permit to be taken all necessary steps for enforcing

rights against any other party in **Your** name before or after any payment is made by **Us**. **We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

7. Arbitration

If any difference shall arise as to the amounts to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by **You** and **Us** in accordance with the Arbitration Act 1996 or subsequent legislation. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **Us**.

8. Governing Law and Jurisdiction

This **Policy** is governed by English Law. Any dispute concerning liability under this **Policy** or the validity of the **Policy** is subject to the exclusive jurisdiction of the High Court of England and Wales.

9. Reasonable Precautions

You must

- a. take all reasonable precautions to prevent occurrences which may give rise to **Damage** or **Bodily Injury**
- b. maintain the **Premises** in a good state of repair
- c. take all reasonable steps to comply with statutory requirements, obligations and regulations imposed by any authority and
- d. take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

10. Cancellation

Our Rights

We shall not be bound to accept any renewal of this **Policy** and may at any time give 21 days' notice of cancellation by recorded delivery to **Your** last known address. This termination shall be without prejudice to any of **Our** rights or **Your** claims prior to the expiration of such notice.

Provided that there have been

- no claims made under the **Policy** for which **We** have made a payment
- no claims made under the **Policy** which are still under consideration
- no incident to the best of **Your** knowledge and belief likely to give rises to a claim during the current **Period of Insurance**

You shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of the **Policy**.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no refund for the unexpired portion of the premium will be given.

Your Rights

You may cancel this **Policy** in the first year of insurance during the 14 days after the contract has been concluded by giving notice in writing to **Your** Insurance Adviser at the address shown in their correspondence. This right does not apply at the first or any subsequent renewal of the **Policy**.

Provided that there have been

- no claims made under the **Policy** for which **We** have made a payment
- no claims made under the **Policy** which are still under consideration
- no incident likely to give rise to a claim during this 14 day period

We will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **Policy** subject to a minimum premium of £50.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance**, no refund for the unexpired portion of the premium, will be given.

11. Discharge of Liability

We may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** shall be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment.

12. Contribution

If at the time of any **Damage** there is any other insurance effected by **You** or on **Your** behalf covering any of the **Property Insured** against such **Damage** or **Bodily Injury**, **Our** liability hereunder shall be limited to its rateable proportion of such **Damage** or **Bodily Injury**.

13. Tracing Office Database

Where **We** provide an indemnity under the Employers' Liability (Compulsory Insurance) Regulations 1998, **We** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.

Accordingly it is a condition of this **Policy** that **You** undertake to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to **Us** at inception of this **Policy** and promptly thereafter following acquisition or disposal of any subsidiary company.

14. Non Invalidation

Any act, omission or alteration, unknown to **You** or beyond **Your** control, which increases the risk of **Damage**, will not invalidate this insurance if, immediately **You** become aware, **You** give notice to **Us** and pay an additional premium if required.

15. Terms Not Relevant

Where: (i) there has been a failure to comply with a term (express or implied) of this insurance contract, other than a term that defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, **We** cannot rely on the breach of such term to exclude, limit or discharge its liability if **You** show that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

General Exceptions

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

This **Policy** does not cover

1. Radioactive and Nuclear Risks

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

- 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 thereof
- c. any weapon or device using radioactive material and/or ionising radiations and/or atomic or nuclear fission and/or fusion or other like reaction or radioactive force
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

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

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

2. War, Government Action and Terrorism

- a) **Damage** or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - i. **War, Government Action or Terrorism**
 - ii. riot or civil commotion in Northern Ireland.
- b) legal liability of whatsoever nature or any **Costs and Expenses** whatsoever directly or indirectly caused by or contributed to by or arising from **War, Government Action or Terrorism**.

In any action suit or other proceedings where **We** allege that by reason of this Exception as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or consequential loss is not covered by this

Policy the burden of proving that such **Damage** loss expense or consequential loss is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms, definitions, exceptions provisions and conditions of this **Policy**

1. **We** will indemnify **You** under Section 2 -Employers Liability - provided that in respect of any one claim or series of claims arising out of any one event or series of events arising from a single source or original cause **Our** liability in respect of all compensation and **Costs and Expenses** directly or indirectly caused by or contributed to by or arising from **Terrorism** shall not exceed £5,000,000.
2. **We** will indemnify **You** under the Section 1 – Public Liability - against legal liability to pay compensation and **Claimant's Costs** directly or indirectly caused by or contributed to by or arising from **Terrorism** provided that **Our** liability for all compensation (including interest thereon) and **Claimant's Costs** shall not exceed
 - a. in respect of or arising out of any one event or series of events arising from one source or original cause £2,000,000 or the amount of the Section 1 - Public Liability Sub-Section - Limit of Indemnity stated in the **Schedule** whichever is the lower but in respect of **Products** this limitation shall apply to all events occurring in the **Period of Insurance**
 - b. in respect of all pollution or contamination consequent upon **Terrorism** and which occurred during the **Period of Insurance** £2,000,000 in the aggregate or the amount of the Section 1 – Public Liability - Limit of Indemnity stated in the **Schedule** whichever is the lower.

3. Date Recognition (Not applicable to Section 2 - Employers Liability)

Damage, accident or liability directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip, integrated circuit or similar device or other equipment or system for processing storing or receiving data or any computer software whether **Your** property or not

- a. to recognise correctly any date as its true calendar date
- b. to capture, save or retain and/or manipulate, interpret or process correctly any data or information or command or instruction as a result of treating any date otherwise than as its true

- calendar date
- c. to capture, save, retain or process correctly any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the Inability to capture save retain or to correctly process such data on or after any date.

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

4. Sonic Bangs

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

5. Computer Virus and Hacking

- a. **Damage** to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether **Your** property or not where such **Damage** is caused by **Virus** or **Similar Mechanism or Hacking**
- b. financial loss directly or indirectly caused by or arising from **Virus or Similar Mechanism or Hacking**

but this shall not exclude **Damage** or financial loss which is not otherwise excluded from this **Policy** and which results from fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikes, labour disturbances, malicious persons (including the acts of thieves but excluding the acts of malicious persons which do not involve physical force or violence), storm, flood, escape of water or oil from any tank apparatus or pipe, impact by any vehicle or animal.

Virus or Similar Mechanism shall mean program code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not, including but is not limited to Trojan horses, worms and logic bombs.

Hacking shall mean unauthorised access to any

computer or other equipment or component or system or item which processes stores transmits or retrieves data whether **Your** property or not.

6. Territorial Limits

Damage or **Bodily Injury** arising outside the **Territorial Limits**.

7. Trading Restrictions and Sanctions

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

8. Microorganism Exception

Damage, loss, claim, cost, expense or other sum directly or indirectly arising out of or relating to mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exception applies regardless whether there is (i) any physical loss or **Damage to Property Insured** (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exception replaces and supersedes any provision in the **Policy** that provides insurance, in whole or in part, for these matters.

9. Biological or Chemical Materials Exception

Damage, loss, cost or expense of whatsoever 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.

10. Excesses

The amount of any applicable **Excess**.

Section 1 – Public/Products Liability

Cover

We will indemnify **You** against legal liability to pay compensation and **Claimant's Costs** in respect of accidental

- a. **Bodily Injury** to any person other than an **Employee**
- b. loss or **Damage** to tangible property
- c. obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d. wrongful arrest, detention, imprisonment or eviction of any person or invasion of the right of privacy occurring within the **Territorial Limits** during the **Period of Insurance** and happening in connection with the **Business**.

We will also pay **Defence costs**.

Limit of Indemnity

Our liability for all **Damages** including **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed the Limit of Indemnity stated in the **Schedule** but in respect of **Products** this limit will apply to all events occurring in any one **Period of Insurance**.

Section Extensions

1. Cross Liabilities

If more than one entity is referred to in the **Schedule** each entity so named shall be considered as a separate and distinct entity and the words **You/Your** shall be construed as applying to each separate entity in the same manner as if a separate policy had been issued to each one. Provided always that **Our** liability for all compensation and **Costs and Expenses** payable as a result of any one event or series of events consequent upon one source or original cause shall not exceed in the aggregate the Limit of Indemnity stated in the **Schedule**.

2. Indemnity to Principal

We will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a) **We** retain sole conduct and control of any claim
- b) the principal will observe, fulfil and be subject to the terms, conditions, Exceptions and limits of this **Policy** insofar as they can apply.

3. Overseas Personal Liability

We will indemnify **You** and if **You** so request any of **Your** directors, partners or **Employees** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

The indemnity will not apply

- a. to legal liability arising out of the ownership or occupation of land or buildings
- b. in respect of which any person referred to above is entitled to indemnity under any other insurance.

4. Motor Contingent Liability (Non-Owned)

Notwithstanding Section Exception 6 of this Section of the **Policy**, **We** will indemnify **You** in respect of liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere within the **Territorial Limits**.

This section does not cover liability

- a. in respect of **Damage** to the vehicle or any property contained therein
- b. incurred by any party other than the **You** or with **Your** consent by any person who does not hold a license to drive such a vehicle
- c. to liability which is insured or would but for the existence of this Section be insured under any other insurance.

5. Health and Safety at Work – Prosecution

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a. **Defence Costs**
- b. **Prosecution Costs**

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978, the Regulatory Reform (Fire Safety) Order 2005, or other similar safety legislation, committed or alleged to have been committed by **You**, **Your** directors, partners or **Employees** during the **Period of Insurance** in connection with the **Business**.

Provided that

- i. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- ii. **We** shall have the conduct and control of all the said proceedings and appeals
- iii. **We** will not pay for
 - a. fines or penalties of any kind
 - b. proceedings or appeals in respect of any deliberate act or omission
 - c. **Costs and Expenses** insured by any other insurance.

6. Corporate Manslaughter and Corporate Homicide Act 2007 Prosecutions

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a. **Defence Costs**
- b. **Prosecution Costs**

in connection with criminal proceedings brought under

the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with **Your Business** provided always that

- c. the maximum amount payable under this Extension shall not exceed £1,000,000 in all during any one **Period of Insurance**
- d. **We** shall not be liable to make any payment under this Extension in respect of
 - i. the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Us**
 - ii. fines or penalties or the cost of implementing any remedial order or publicity order
 - iii. an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - vi. an appeal against any fine penalty remedial order or publicity order
 - v. **Costs and Expenses** incurred as a result of the failure to comply with any remedial order or publicity order
 - vi. **Costs and Expenses** insured by any other policy
 - vii. any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man.
 - viii. liability arising out of the death of any **Employee**.

7. Data Protection Act

We will indemnify **You** in respect of liability and **Defence Costs** arising under the Data Protection Act 1998 to pay compensation for **Damage** or distress provided that

- a. the process of registration under the above Act has been commenced or completed by **You** and the application has not been refused or withdrawn
- b. no liability arises as a result of **You** acting as a Data Processor.

We shall not be liable in respect of

- i. the recording or provision of data for reward or for determining the financial status of any person
- ii. any liability which arises as a result of **Your** deliberate act or omission and which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.

Our total liability including all **Costs and Expenses**

in this respect shall not exceed £250,000 during any one **Period of Insurance**.

For the purposes of this Extension the phrases or words 'Data Processor' and 'Data' shall carry the same meaning as defined under the Data Protection Act 1998.

8. Compensation for Court Attendance

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

- a. any of **Your** directors or partners - £500
- b. any of **Your Employees** - £250.

9. Defective Premises Act

We will indemnify **You** against liability for **Bodily Injury** or **Damage** arising solely by reason of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of any premises previously owned for purposes pertaining to the **Business** and since disposed of by **You**.

Provided that this extension does not cover

- a. **Damage** to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect therein
- b. liability for **Damage** or **Bodily Injury** in respect of which **You** are entitled to indemnity under any other insurance
- c. liability for **Damage** or **Bodily Injury** arising out of the presence of **Asbestos**.

10. Consumer Protection and Food Safety Acts – Prosecutions

We will indemnify **You** and if **You** so request **Your** partners, directors or **Employees** in the terms of this Section in respect of **Defence Costs** in connection with any criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under

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

committed or alleged to have been committed during the **Period of Insurance** in connection with the **Business** provided that **We** shall have the conduct and control of all the said proceedings and appeals

We will not pay for

- a. fines or penalties of any kind
- b. proceedings or appeals in respect of any deliberate act or omission
- c. **Costs and Expenses** insured by any other policy.

11. Leased or Rented Premises

Notwithstanding Section Exception 2 b. **We** will indemnify **You** in respect of legal liability for **Damage** to premises leased or rented to **You** provided that this extension shall not apply to

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

12. Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this Section, **We** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will indemnify in the terms of this Section
 - i) any director of **Yours** or **Employee** in respect of liability arising in connection with the **Business**, provided that **You** would have been entitled to indemnity under the Section if the claim had been made against **You**
 - ii) any officer, committee or member of **Your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such
 - iii) any director or senior official of **Yours** in respect of private work undertaken by any **Employee** for such director or senior official, provided that
 - a. each person indemnified by this clause shall as though he were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
 - b. **We** shall retain the sole conduct and control of all claims

- c. where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the limit of indemnity.

13. Temporary Employee Cover

We will indemnify **You** in respect of temporary **Employees**. Cover is provided to a maximum of six (6) manual **Employees** limited to six (6) calendar months in any twelve (12) month **Period of Insurance**, subject to payment of the required additional premium.

14. Additional Activities

The business includes

- a) ownership, use and upkeep of **Your Premises**
- b) upkeep of vehicles and plant that are owned and used by **You**
- c) canteen, social, sports, educational and welfare organisations for the benefit of any employee
- d) **Your** first aid, fire, security and ambulance services
- e) **Your** participation in exhibitions
- f) Private work by any **Employee** with **Your** prior consent, for **You** or for any director, partner or **Employee of Yours**.

15. Building Contracts Liability and Damage

Where **You** are required to take out insurance to comply with

- (1) Clause 6.5.1 of the joint contracts tribunal standard form of building contract 2005 edition or any subsequent amendment or replacement

or

- (2) the equivalent clause in other contract conditions.

We will indemnify **You** and **The Employer** in respect of any expense, liability, loss, claim or proceedings which **The Employer** may incur or sustain as a result of injury or **Damage** to any **Property** occurring within the **Territorial Limits** during **The Period of Temporary Cover** and caused by

- (a) collapse
- (b) subsidence
- (c) heave
- (d) vibration
- (e) weakening of or removal of support
- (f) lowering of ground water arising out of and in the course of or due to the carrying out of **The Works**.

The maximum amount **We** will pay in respect of any or all claims arising out of any one contract is The Limit of Indemnity stated in the **Schedule** as applied to this Section of the **Policy**.

You must ensure that

- (1) **You** tell **Us** about each contract to which this indemnity is to apply no later than seven days of
 - (a) entering into the contract or
 - (b) starting the work

whichever is the earlier

- (2) **You** agree the terms and pay the premium as **We** require in respect of this indemnity and for the continuation of this indemnity.

We will not provide indemnity in respect of

- (1) the first £500 of each and every claim
- (2) any expense, liability, loss, claim or proceedings
 - (a) as a result of the negligence, omission or default of
 - (i) **You**, **Your** agents or any **Employee**.
 - (ii) any sub-contractor, his employees or agents.
 - (b) as a result of errors or omissions in the planning or designing of **The Works**.
 - (c) which could be reasonably foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution
 - (d) which is at the sole risk of **The Employer** under the terms of the contract.
- (3) liability assumed by **The Employer** by agreement and which would not have attached in the absence of any agreement.
- (4) **Damage to Property Insured** which comprises **The Works**.
- (5) Damage directly caused by pressure waves from aircraft or other aerial devices

16. Contractual Liability

We will indemnify **You** in respect of **Bodily Injury** or **Damage** to **Property Insured** imposed on **You** solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in **Us**.

We will not provide indemnity in respect of any agreement for or including the performance of work or Product Supplied unless liability would have attached in the absence of the agreement.

17. Financial Loss – Products Liability

We will indemnify **You** in respect of legal liability for Financial Loss as a direct result of **Products** supplied.

The maximum **We** will pay, including **Costs and Expenses**, in respect of all claims made against **You** in any one **Period of Insurance** is £25,000.

This indemnity only applies to claims made against **You** during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of

(a) circumstances which, at inception of this Public and Products Liability Section, **You** knew or ought to have known about and which were likely to give rise to a claim

(b) non or late delivery of Products supplied

(c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood

(d) Passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right

(e) liability under the Data Protection Act 1998 or any subsequent amending legislation

(f) any diminution in value of any **Property Insured** or Products supplied

(g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement

(h) Any consequence whatsoever directly or indirectly caused by or contributed to or arising from

(i) the presence of

(ii) the release of

Asbestos including any product containing **Asbestos**.

(i) (i) the transmission or impact of any Virus

(ii) any unauthorised access to a System

(iii) interruption or interference with electronic means of communication used in the conduct of **Your Business** including but not limited to any diminution in the performance of any website or electronic means of communication

(iv) Failure of a System

(v) **damage** to Data but not limited to any

(1) loss or destruction or corruption of Data whether in whole or in part

(2) unauthorised appropriation use access to or modification of Data

(3) unauthorised transmission of Data to any third party

(4) misinterpretation use or misuse of Data

(5) operator error

18. Overseas Personal Liability

We will indemnify **You** and, at **Your** request, any director, partner or **Employee** of **Yours** in respect of legal liability for accidental **Bodily Injury** or **Damage** to **Property Insured** incurred in a personal capacity whilst such persons are temporarily outside **The Defined Territories** in connection with the **Business**.

We will also indemnify any accompanying spouse and children.

Where **You** are an individual, this indemnity will also apply to **Your** personal liability whilst away from **Your** business premises in connection with the **Business** but within **The Defined Territories**.

We will not provide indemnity

(1) where liability arises from

(a) any agreement unless liability would have existed otherwise

(b) ownership or occupation of land or buildings

(c) the carrying on of any trade or profession

(d) ownership, possession or use of wild animals, firearms (other than

sporting guns) mechanically propelled vehicles, aircraft or watercraft.

(2) where indemnity is provided by another insurance policy.

Section Exceptions

We will not indemnify **You** under this Section in respect of legal liability arising out of

1. **Bodily Injury** to any **Employee**.

2. **Damage** to

a. property belonging to **You**

b. property which is leased let rented hired or lent to or which is the subject of a bailment to **You**.

3. The cost of replacing or making good

a) **Your** faulty defective or incorrect workmanship; or

b) materials, goods or other property supplied, installed or erected by **You** or on **Your** behalf.

4. Fines, penalties, liquidated, punitive, exemplary or aggravated damages.

5. **Damage** caused by pollution or contamination other than pollution or contamination caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.

6. **Damage** caused arising out of the ownership, possession or use by or on, behalf of any mechanically propelled vehicle (or trailer attached thereto) which is required by any road traffic legislation to be the subject of compulsory insurance or other security but this Exception shall not apply

a. while such vehicle is being used as a tool of trade (other than in respect of liability which is compulsorily insurable under road traffic legislation)

b. in respect of the loading or unloading of such vehicle or the delivery or collection of goods to or from such vehicle except where more specifically insured by any other policy.

7. Any professional advice, design, formula or specification provided by **You** or on **Your** behalf for a fee.

8. Any **Product** which is incorporated in with **Your**

- specific knowledge or results in the grounding of any aircraft, aero-spatial or aerial device.
9. All liability arising in the United States of America its territories and possessions Puerto Rico or Canada or arising out of any action or suit brought in a court of law within the jurisdiction of the United States of America its territories and possessions Puerto Rico or Canada or where such action or suit is brought in a court of law outside those countries to enforce a judgment therein whether by way of reciprocal agreement or otherwise.
 10. **Damage** to property in **Your** charge, custody or control other than
 - a. personal effects and vehicles of **Your** partners, directors, **Employees** or visitors
 - b. premises (and their contents) not belonging, leased, rented or hired to **You** but temporarily in **Your** charge, custody or control for the purpose of carrying out work.
 11. **Asbestos** including but not limited to
 - a) exposure to
 - b) inhalation of
 - c) fears of the consequence of exposure to or inhalation of
 - d) the costs incurred by anyone in repairing, removing, replacing, rectifying, reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of **Asbestos**, including any product containing **Asbestos**.
 12. **Damage** to the **Property Insured** brought on to the site for use in connection with any contract entered into by **You** and occurring
 - a. before the date of Practical Completion or before a certificate of completion has been issued
 - b. after the date of Practical Completion or after the issue of a certificate of completion and where liability for such **Property Insured** attaches to **You** solely by reason of a contract or agreement.
 13. **Damage** to property for which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal (JCT) Standard Form of Building Contract (1980 Edition) or any subsequent revision or substitution or under the terms of any similar obligation in other forms of contract.
 14. Liability arising in connection with work undertaken in or on
 - a. aircraft or watercraft
 - b. airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access
 - c. railways or railway installations
 - d. docks or harbours
 - e. offshore rigs or platforms
 - f. quarries, mines or collieries
 - g. chemical or petro-chemical works oil refineries
 - h. power stations or nuclear plant or
 - i. bridges, viaducts, tunnels, dams, chimney shafts, towers or steeples.
 15. Liability arising from or as a consequence of any breach of professional duty or any error or omission in any medical advice, examination, prescription or treatment given by **You**.
 16. Any liability arising out of the operation or arrangement by **You** or on **Your** behalf of travel, accommodation or leisure facilities for **Your** customers.
 17. Liability caused by or arising from the making up, dispensing, sale, supply, prescription or exchange of any drugs, medicines, hypodermic needles or medical supplies or equipment of any kind.
 18. The amount of any **Excess** specified in the **Schedule**.

Section Conditions

1. Use of Heat Condition

It is a condition precedent to **Our** liability that the following precautions must be complied with each time that hot work is undertaken away from **Your Premises**

Blow Lamps, Blow Torches, Flame Guns and Hot Air Guns

- a. the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non - combustible materials
- b. suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable
- c. blow lamps, blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
- d. blow lamps are filled in the open only
- e. lighted blow lamps, blow torches and flame guns not to be left unattended
- f. hot air guns to be switched off when unattended
- g. a thorough safety check for signs of fire or combustion around, above or below the work area must be made immediately after each period of work and again between 30-60 minutes after completion of such work.

Electric Oxy-Acetylene or other Welding or Cutting Equipment and Angle Grinders

- a. the 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 to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat
- b. all combustible property to be removed to a distance of not less than six (6) metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection
- c. **You** shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished

- d. suitable fire extinguishing appliances to be made available for immediate use at the point of work
- e. lighted welding or flame cutting equipment is never left unattended and extinguished after use
- f. gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least fifteen (15) metres from the point of application of the heat
- g. a thorough safety check for signs of fire or combustion around, above or below the work area must be made immediately after each period of work and again between 30-60 minutes after completion of such.

The maximum liability under this condition for use of heat shall not exceed £2,000,000 for any one claim during any one **Period of Insurance**.

The excess applicable to this condition only is £1,000 for each and every loss.

2. Bona Fide Subcontractors

The **Business** includes work undertaken on **Your** behalf by bona fide subcontractors provided that **You** have requested and received evidence on at least an annual basis that such bona fide subcontractors have effected public liability insurance which

- a. covers the work to be undertaken by the sub contractor
- b. is subject to an Indemnity Limit of not less than that provided by this **Policy**
- c. includes an indemnity to principal clause
- d. remains in force throughout the duration of the contract with **You**.

You must also ensure the bona fide subcontractor has an approved Employers Liability insurance with a limit of indemnity not less than £10,000,000 any one occurrence.

For the purpose of this Condition the term bona fide subcontractors means any subcontractor engaged by **You** supplying both labour and materials for the purpose of the contract.

3. Bona Fide Subcontractors Payment

It is a condition precedent to **Our** liability under this Section of the **Policy** that annual payments to bona fide subcontractors do not exceed thirty (30) percent of **Your** annual turnover.

4. Underground Services

In respect of loss of or damage to cables, pipes or other services located

underground it is a condition of this policy that The Insured, prior to undertaking digging, boring or excavation has

1. taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage thereto. Reasonable measures include contacting the appropriate authorities where it is possible that any cables, pipes or services are under the site.
2. retained a written record on the measures which were taken to locate such cables, pipes and services.
3. conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of The Insured.

The Indemnity shall in any case be restricted to the actual cost of repair or replacement of such cables, pipes or other services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use or penalties and/or fines which are imposed upon The Insured by the relevant authorities as a result of consequential loss or damage.

Section 2 – Employers Liability

Cover

We will indemnify **You** against legal liability to pay compensation and **Claimant's Costs** and in respect of **Bodily Injury** sustained by any Employee caused during the **Period of Insurance** within the **Territorial Limits** and arising out of their employment.

We will also pay **Defence Costs**.

Limit of Indemnity

Our liability for all compensation, and **Costs and Expenses** in respect of or arising out of any one event or all events of a series consequent on one original cause will not exceed the **Limit of Indemnity** stated in the **Policy Schedule**.

Right of Recovery

The indemnity provided under this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

You must repay to **Us** all sums paid by **Us** that **We** would not have been liable to pay but for the provisions of such law.

Section Extensions

1. Health and Safety at Work Prosecutions

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a. **Defence Costs**
- b. **Prosecution Costs**

in connection with criminal proceedings or an appeal against conviction arising from such proceedings brought in respect of any offence under the Health and Safety at Work Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978, the Regulatory Reform (Fire Safety) Order 2005, or other similar safety legislation, committed or alleged to have been committed by **You**, **Your** directors, partners or **Employees** during the **Period of Insurance** in connection with the **Business**.

Provided that

- a. the proceedings relate to the health, safety or welfare of any person other than an **Employee**
- b. **We** shall have the conduct and control of all the said proceedings and appeals.

We will not pay for

- i. fines or penalties of any kind
- ii. proceedings or appeals in respect of any deliberate act or omission
- iii. **Costs or Expenses** insured by any other insurance policy.

2. Corporate Manslaughter and Corporate Homicide Act 2007 Prosecutions

We will indemnify **You** and if **You** so request any of **Your** partners, directors or **Employees** within the terms of this Section in respect of

- a. **Defence Costs**
- b. **Prosecution Costs**

in connection with criminal proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 in connection with **Your Business** provided always that

- a. the maximum amount payable under this Extension shall not exceed £1,000,000 in all during

any one **Period of Insurance**

- b. **We** shall not be liable to make any payment under this Extension in respect of
 - i. the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by **Us**
 - ii. fines or penalties or the cost of implementing any remedial order or publicity order
 - iii. an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - iv. an appeal against any fine penalty remedial order or publicity order
 - v. **Costs and Expenses** incurred as a result of the failure to comply with any remedial order or publicity order
 - vi. **Costs and Expenses** insured by any other policy
 - vii. any investigation or prosecution brought other than under the laws of Great Britain, Northern Ireland, the Channel Islands, or the Isle of Man
 - viii. liability arising out of the death of any person other than an **Employee**.

3. Compensation for Court Attendance

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

- a) any of **Your** directors or partners £500
- b) any of **Your Employees** £250.

4. Unsatisfied Court Judgments

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

- a. the judgment for damages is obtained
 - i. in a court of law within the **Territorial Limits**
 - ii. against a company partnership or individual other than **You** conducting a **Business** or supplying goods at or from **Premises** within the **Territorial Limits**

- b. there is no appeal outstanding
- c. the judgment relates to **Bodily Injury** which would otherwise be the subject of indemnity under this Section
- d. if any payment is made under the terms of this extension the **Employee** or his/her personal representatives shall assign the judgment to **Us**.

5. Temporary Employee Cover

We will indemnify **You** in respect of temporary **Employees**. Cover is provided to a maximum of six (6) manual **Employees** limited to six (6) calendar months in any twelve (12) month **Period of Insurance**, subject to payment of the additional premium.

6. Indemnity to Principal

We will at **Your** request indemnify any principal to the extent required by the contract between **You** and the principal in respect of liability arising from the performance of work by **You** for such principal, provided that

- a. **We** retain sole conduct and control of any claim;
- b. the principal will observe, fulfil and be subject to the terms conditions, exceptions and limits of this **Policy** insofar as they can apply.

7. Additional Persons Insured

- a) In the event of the death of any person entitled to indemnity under this section, **We** will indemnify in the terms of this **Policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- b) At **Your** request **We** will indemnify in the terms of this section
 - i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
 - ii) any director of yours or **Employee** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under the section if the claim had been made against you
 - iii) any officer, committee or member of **Your** canteen, sports, social or welfare organisations, fire security, first aid, medical or ambulance services in their respective capacities as such
 - iv) any director or senior official of **Yours** in

respect of private work undertaken by any employee for such director or senior official provided that

- a) each person shall as though he were the insured observe fulfil and be subject to the terms of this policy insofar as they can apply
- b) **We** shall retain the sole conduct and control of all claims.

8. Additional Activities

The business includes

- g) ownership, use and upkeep of Your Premises
- h) upkeep of vehicles and plant that are owned and used by You
- i) canteen, social, sports, educational and welfare organisations for the benefit of any employee
- j) Your first aid, fire, security and ambulance services
- k) Your participations in exhibitions
- l) Private work by any employee with Your prior consent, for You or for any director, partner or Employee of Yours.

9. Contractual Liabilities

We will indemnify The Insured in respect of liability for Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

Section Conditions

Personal Protective Equipment

It is a condition precedent to **Our** liability under this Section that **You** shall ensure that

- a. **Employees** wear appropriate personal protective equipment when engaged in work where the need for such equipment has been identified
- b. all personal protective equipment is regularly maintained, kept in good condition and available whenever required.

Height Limit

We will not provide indemnity in respect of work at a height where the drop exceeds the height limit shown in the schedule.

Section Exceptions

1. Road Traffic

We shall not provide indemnity against liability in respect of **Bodily Injury** to any **Employee** arising out of the ownership possession or use by or on **Your** behalf of any mechanically propelled vehicle or trailer attached thereto if such liability is required by any road traffic legislation to be the subject of compulsory insurance or other security.

2 Offshore

We shall not provide indemnity against liability in respect of **Bodily Injury** to any **Employee** arising **Offshore**.

Section 3 – Contract Works

Cover

We will indemnify You, by replacement or repair in respect of **Damage** to the **Property Insured** occurring within the **Territorial Limits** during the **Period of Insurance**.

The most We will pay under this Section is the sum insured shown in the **Schedule**. You must pay the **Excess**.

Section Extensions

1. Automatic Reinstatement of Loss

In the event of any loss the sums insured will be reinstated automatically in full from the date of the loss, unless there is written notice by Us to the contrary, in consideration of sums insured or limits of liability not being reduced by the amount of any claim provided that You undertake to pay the appropriate additional premium.

2. Architects, Surveyors, Legal and Other Professional Fees

We will indemnify You in respect of architects, surveyors, legal and other professional fees necessarily incurred in the reinstatement of the **Property Insured** consequent upon **Damage** thereto but not for preparing any claim. The amount payable for such fees shall not exceed those authorised under the scale of charges of the respective professional bodies at the time of such **Damage**, Our liability for such **Damage** and fees shall not exceed in the aggregate the Sum Insured stated in the **Schedule**.

1. Removal of Debris

We will indemnify You for expenditure not exceeding **25% of the original contract price** incurred with our written consent for

- removal of debris
- dismantling or demolishing
- shoring up or propping of the **Contract Works**
- clearing or repairing of drains and service mains on the site.

We will not indemnify You under this extension in

respect of expenditure

- incurred in removing debris from anywhere other than the site of the **Damage** to **Property Insured** and the area adjacent to it
- arising from pollution or contamination of property not insured under this Section.

2. Plans and Documents

We will indemnify You for the **Costs and Expenses** up to £25,000 for any one occurrence of **Damage**, or series of occurrences arising from a single source or original cause, for rewriting or redrawing plans or drawings or other contract documents following their loss or **Damage**.

3. Speculative Development

We will indemnify You for **Damage** in relation to property being built or erected by You other than under contract.

In respect of such property cover shall 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 the last property on the contract site whichever is the earlier.

Completion shall mean completion apart from a prospective purchaser's or tenant's choice of decorations and/or final fitments.

6. Offsite Storage

We will indemnify You for **Damage** to materials or goods owned by You or for which You are responsible temporarily stored away from the contract site within the **Territorial Limits**.

4. Expediting Expenses

In the event of **Damage** insured under this Section We will indemnify You for any additional costs incurred for overtime, night work, work on public holidays, express freight, or air freight in reinstatement or repair of the **Contract Works**.

8. Show Houses and Contents

We will provide cover for contents of show houses, flats and the like whilst on the contract site. The maximum We will pay in respect of contents of any one show house is £10,000.

9. Contract Price

In the event of any increase in value of any contract price during the **Period of Insurance** the sum insured shown for that contract shown in the schedule will automatically increase up to a maximum of 20%.

10. Indemnity to Principals

The Insurance by this Section extends to include the interest of **Your** employer/principal solely to the extent required by the conditions of contract in force between **You** and **Your** employer/principal provided that they follow the terms and conditions of this **Policy**.

11. European Union and Public Authorities

Following **Damage to Property Insured**, We will indemnify **You** for the additional costs of reinstatement necessary to comply with any regulations arising out of an Act of Parliament or with bye-laws of a Local Authority or a European Union directive.

Provided that

- a. reinstatement is carried out without delay
- b. the amount recoverable does not include
 - i. the costs incurred in complying with the relevant regulations or bye-laws which can be recovered elsewhere or for which **You** received notice before the **Damage**
 - ii. the costs incurred in respect of undamaged property
 - iii. the amount of any rate tax duty development or other charge which may become payable following compliance with such regulations or bye-laws.

12. Immobilised Plant

We will indemnify **You** for costs involved in recovering the **Own Plant** or **Hired-in Plant** which may become immobilised or immovable while being used in connection with any contract for which **You** are working.

13. Continuing Hire Charges

- a. for loss or **Damage** to the owner of any **Hired-in Plant** due to its own breakdown or its own explosion
- b. to pay the owner any hire charges lost as a result

of

- i. physical loss or **Damage** to the **Hired-in Plant**
- ii. breakdown to the **Hired-in Plant** due to negligence or misuse by **You** or anyone working on **Your** behalf but not any wilful act by **You**.

We will pay the hire charges whilst the **Hired-in Plant** is not working due to loss **Damage** or breakdown for up to 90 days but not including the first 48 hours. **The maximum We will pay in respect of any one hire agreement is £25,000.**

14. Subcontractors Cover

In relation to any **Damage** caused by any of the specified perils defined in the JCT Standard Form of Building Contract, **We** will not pursue any rights of recovery against subcontractors. This cover will only apply if

- a) required by the terms of the contract
- b) the subcontractor observes the terms, exceptions and conditions of **Your Policy**.

15. Stock

Stock in trade other than **Own Plant** or **Hired-in Plant** belonging to **You** up to an amount not exceeding £2,500 whilst at **Your** Premises or in a securely locked compound or store anywhere within the **Territorial Limits**.

We will, to the extent required by the conditions of the Contract, include the interest as joint Insured of any
(a) employer
or
(b) contractor.

16. Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 hours caused by
(1) earthquake
(2) storm, flood or other water damage
(3) subsidence or collapse
will be considered for the purpose of applying any Excess as one occurrence

Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

Dwellings

All Contracts or Works solely concerned with the erection of private dwellings

not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in

- (1) the contract price of any Contract.
- (2) the declaration required by the Adjustment of Premium Condition of this Section.

Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay is £35,000 in respect of any one loss.

Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay is £1,000 in respect of any one loss.

We will not indemnify You in respect of the first £50 of each claim.

Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions or
- (2) £50,000.

Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (a) more specifically insured.
- (b) incurred in preparing a claim.

Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

The maximum that We will pay in respect of any one loss is £25,000.

Show Properties We will indemnify You in respect of Damage to show

properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £50,000.

Speculative Building

We will indemnify You in respect of Damage to any property You have

erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property or
- (2) 180 days from Practical Completion whichever is the earlier.

Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent

Works taken into use as private dwellings or offices.

This indemnity will cease when or

- (1) a certificate of completion has been issued or
- (2) the permanent Works have been completed and handed over to Your employer.

Section Exceptions

The following exceptions apply to this Section. **We** will not indemnify **You** under this Section for

1. the costs necessary to replace or reinstate the **Property Insured** which is damaged
 - a. due to fault, defect, error or omission in design, plan, specification, workmanship or materials but this does not apply to resultant **Damage** to other **Property Insured** which is free of the fault
 - b. to enable the replacement, repair or rectification of the property excluded by 1.a.
2. **Damage** due to or consisting of wear and tear, gradual deterioration, mildew, vermin, insects, damp, rust, corrosion, erosion or any other gradual cause
3. **Damage** to
 - a. deeds, bonds, bills of exchange promissory notes, cash, banknotes, cheques, securities for money, documents of title, stamps or precious metals
 - b. any aircraft or watercraft
 - c. any mechanically propelled vehicle or plant for which compulsory insurance or security is required under any legislation governing the use of the vehicle or plant but this exclusion will not apply to any vehicle intended for use at the contract sites and which is not licensed for road use
 - d. any item of **Property Insured** caused by its

- own mechanical or electrical breakdown or derangement or its own explosion
 - e. any existing **Buildings** or property including any existing **Buildings** being altered or repaired.
- 4. **Damage** for which **You** are relieved of responsibility under the terms and conditions of any contract.
- 5. **Damage** arising out of the use or occupation of any portion of the permanent contract works by any owner, tenant or occupier.
- 6. **Damage** to any permanent works or any part thereof for which a certificate of completion has been issued or which has been completed and handed over to the principal unless such **Damage** occurs
 - a. during the period of maintenance or defects liability period from a cause prior to commencement of this period
 - b. as a result of **Your** actions to comply with **Your** responsibilities under the maintenance or the defects liability clause in the contract conditions
 - c. a period of 14 days after the issue of the certificate of completion provided **You** are required to insure during this period.
- 7. Theft from within any unattended vehicle unless (i) all doors and windows and other points of access have been closed and securely locked (ii) such vehicle is in a securely locked building overnight (For the purpose of this Section overnight shall mean from 9.00pm, or whenever the vehicle was last occupied, whichever is the earlier to 6.00am or until the vehicle is first used, whichever is the later).
- 8. Loss or **Damage** to any computer or ancillary equipment or system that processes, stores and transmits data when such loss or **Damage** is caused by programming or operator error, virus or similar mechanism or hacking.
- 9. Loss or **Damage** from penalties under any contract for
 - a. delay detention or loss of use
 - b. losses arising in connection with guarantees of performance or efficiency
 - c. consequential loss or **Damage** of any kind.
- 10. The amount of any **Excess** specified in the **Schedule**.

Section 4 – Tools & Business Equipment

Cover

We will indemnify **You** against **Damage** to **Tools** occurring during the **Period of Insurance** and within the **Territorial Limits** definition of this **Policy**. **We** will pay the value of such **Tools** or at its option replace, reinstate or make good the **Damage**.

Our Limit of Indemnity under this Section shall not exceed £20,000 in respect of any one **Period of Insurance**.

Section Exceptions

The following exceptions apply to this Section. **We** will not indemnify **You** under this Section for

1. any consequential loss
2. any **Damage** by theft or attempted theft of **Tools** where any person in **Your** employment or **Your** family is involved as principal or accessory
3. any **Tools** and Business Equipment left unattended on any site or premises where **You** or any **Employee** is carrying out work in connection with the **Business** unless stored in a securely locked building
4. theft from within any unattended vehicle unless (i) all doors and windows and other points of access have been closed and securely locked (ii) such vehicle is in a securely locked building overnight (For the purpose of this Section overnight shall mean from 9.00pm, or whenever the vehicle was last occupied, whichever is the earlier to 6.00am or until the vehicle is first used, whichever is the later)
5. **Damage** caused by or arising out of wear and tear, mechanical or electrical breakdown, depreciation, derangement or overrunning, short circuiting or self-heating corrosion, rust, wet or dry rot, shrinkage, or other deterioration
6. **Damage** to any mechanically propelled vehicle or waterborne vessel or craft
7. **Damage** to cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature, unless caused by fire lightning or storm or the theft of a complete item
8. the maximum single article limit for any one item is £2,500
9. the amount of any **Excess** specified in the **Schedule**.

Section 5 – Business Legal Expenses

This cover is insured by Inter Partner Assistance and administered by Arc Legal Assistance.

There will be no cover under this policy unless **You** have sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Helpline**:

1. **Before carrying out any disciplinary procedure or action**
2. **Before the dismissal of an Employee**
3. **Before implementing a redundancy programme and before making an Employee redundant**
4. **On formal or informal notification of a grievance by an Employee or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age**
5. **Before making any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)**
6. **On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice**

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Professional Adviser's** fees unless court **Proceedings** are issued, or a conflict of interest arises. Where, following the issue of court **Proceedings**, **You** have elected to use a **Professional Adviser** of **Your** own choice **You** will be responsible for any **Professional Costs and Expenses** in excess of **Our Standard Professional Costs and Expenses**.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and within 180 days of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

Definitions

Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Limit** is £500,000.

Dismissal

Has the meaning given by s.95 of the Employment (Rights) Act 1996, as amended. Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline**.

Director

Your Director(s) including executive officers.

Employee/Your Employee(s)

Any person under a contract of service with **You** in connection with the business insured under this policy.

Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

Contract and Debt Recovery sections: £250

All other sections: Nil

Geographical Limits

United Kingdom, the Channel Islands, the Isle of Man or the Republic of Ireland.

HMRC

H.M. Revenue and Customs in the United Kingdom.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Limit**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurers

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Limit

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**.

The **Limit** for each section of cover IS £25,000.

Period of Insurance

The period of cover declared to and accepted by **Us**.

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Geographical Limits**.

Professional Adviser

Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

We/Us/Our/Ourselves

Arc Legal Assistance Limited acting on behalf of **Insurers**.

You/Your

The person(s), company or companies declared to and accepted by **Us**.

Cover

This insurance provides indemnity in respect of **Professional Costs and Expenses** up to the **Limit** where:

- a. The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days of occurrence
- b. The **Insured Event** and any **Proceedings** take place within the **Geographical Limits**

Prosecution Defence for Employers and Employees

What is insured

Professional Costs and Expenses incurred by:

- a) **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b) **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work etc Act 1974
- c) Your **Employee** (including **Directors**), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

What is not insured

Claims

- Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors**) amounting to an act of unlawful discrimination
- For criminal prosecutions brought under Health and Safety legislation
- For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction
- Arising from a motor prosecution
- Arising from **Your** prosecution alleging:
 - a. Intentional obstruction of a person in the execution of a warrant issued under the Data Protection Act 1998 by **You** or by an **Employee**

- b. Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution
- Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

Contract

What is insured

Professional Costs and Expenses arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250 but no more than £5,000.

What is not insured

Claims

- For any **Insured Events** which occurs within 90 days of the start of the first **Period of Insurance**
- For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**
- For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- For professional negligence
- For the defence of any matter which should be covered under a professional indemnity insurance
- Arising from the sale, lease, service, repair or test of a motor vehicle
- Arising from a dispute over a financial services product, including payments which may be due under an insurance policy
- Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment
- Arising from any licence or franchise agreements

Debt Recovery

What is insured

Professional Costs and Expenses incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250 but no more than £5,000.

What is not insured

Claims

- Occurring within 90 days of the start of the first **Period of Insurance**
- Relating to a lease or licence or tenancy agreement
- Arising from the purchase, sale, lease, service, repair or test of a Motor Vehicle
- Relating to a financial services product, including payments which may be due under an insurance policy
- Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services
- For the recovery of any amount due which the other party disputes on the basis of a defence

Tax Disputes

What is insured

Professional Costs and Expenses incurred by **You** and arising directly from:

a. HMRC Enquiries and Disputes

- A full or aspect enquiry by **HMRC** into **Your** corporation tax return following the issue of formal notification by **HMRC**
- Any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE.

- An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).

b. VAT Disputes

- A dispute following a compliance check or routine inspection undertaken by **HMRC** of **Your** VAT record-keeping.
- An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of **HMRC** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured

Claims

- a. Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of **HMRC**
- b. Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **HMRC** (PAYE/NIC and/or VAT)
- c. Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d. Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e. Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**
- f. Involving tax or National Insurance contributions avoidance schemes
- g. Which occurs during the first 60 days of the first **Period of Insurance**
- h. Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements

- i. Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules
- j. In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002.
- k. In any claim where the policyholder has adopted a tax avoidance scheme.
- l. In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns.

Professional Costs and Expenses

- a. Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b. Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- c. Arising after **You** receive a notice telling **You** that the enquiry has been completed
- d. Arising from or relating to a Tax Tribunal

Conditions applicable to Tax Disputes

- a. **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b. **You** must contact the **Legal Helpline** as soon as possible after the **Insured Event** and comply with the advice given
- c. **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement
- d. In respect of **HMRC** enquiries **Your Professional Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry

Telephone Helplines

Business Legal Helpline

The helpline service may be used to discuss any legal problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone **0344 770 1040** quoting iSure Business Helpline" and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

Employment Manual

Our service provides access to an Employment Manual that offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit **Our** website at www.arclegal.co.uk/informationcentre. From the Information Centre page click on the Employment Manual link. **You** will need to input the username: **10611** and password: **COMMERCIALLEGALEXPENSES**. All sections of this web-based document can be printed off for **Your** own use.

General Exclusions

**Exclusions applicable to all sections of cover
We will not be liable for**

Claims where **You** are engaged in the following trades:

- Aircraft / aerospace
- Gaming gambling and night clubs
- Fairgrounds and amusement arcades
- Waste / refuse disposal
- Solicitors
- Professional sporting clubs
- Builders and allied trades
- Care/nursing homes
- Educational establishments
- Recruitment agencies

War and similar risks

Any consequence of:

- a. War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b. Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

Radioactivity

Any expense, directly or indirectly arising from:

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component

Professional Costs and Expenses incurred

- a. Where the **Insured Event** had commenced or occurred:
 - Before this policy started; or
 - On, or after the renewal of this policy and which **You** knew, or should reasonably have known, could result in a claim
- b. For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is

disproportionate compared with the time and expense incurred

- c. Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d. Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e. Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
- f. Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
- g. Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h. Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings**
- i. In respect of the amount in excess of **Our Standard Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
- j. Where the **Insured Event** occurs outside of the **Geographical Limits**
- k. In defending or pursuing new areas of law or test cases

Claims

- a. Where **You** fail to comply with the conditions of this insurance
- b. Arising from any deliberate criminal act or omission by **You**
- c. Involving prosecutions which allege dishonesty or intentional violence
- d. Notified to **Us** outside of the **Period of Insurance**
- e. Notified to **Us** more than 180 days after the **Insured Event**
- f. For an application for a judicial review

- g. Made by or against **You** against or by **Us**
- h. Directly or indirectly caused by, contributed to or arising from:
 - i. Subsidence or mining or quarrying activities
 - ii. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
 - iii. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - iv. Actual, planned or proposed works by or under the order of any government or public or local authority
 - v. Planning law including town and country planning legislation
 - vi. The construction of or structural alteration to buildings or parts of buildings
 - vii. Libel or slander or malicious falsehood
- g. Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
- h. Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- i. Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- j. Which are false or fraudulent

Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

What is not insured

Professional Costs and Expenses

- a. Incurred in avoidable correspondence
- b. Which are recoverable from a court, tribunal or elsewhere
- c. Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate

Conditions

Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance advisor.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers

Appointing a Professional Adviser

a. At any time before **Proceedings** are issued **We** will:

- i. Take over the claim and deal with it in **Your** name.
- ii. Appoint solicitors to act for **You** as **Professional Adviser**.

b. If **Proceedings** need to be issued:

- i. **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**
- ii. If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision

c. If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**.

Conducting Proceedings

You will instruct the nominated **Professional Adviser** to:

- a. Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b. To keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

We will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

Our right to information

We will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

We will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

We will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement. If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

Co-operation

You will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

Investigation of the claim

We may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

Information to be given to the Professional Adviser

You will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

We will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

Recovery of costs from third parties

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

Agreement

We will not be bound by any agreement to which **We** are not a party.

Disputes

In the event of any dispute arising between **You** and **Ourselves** which cannot be resolved in accordance with **Our** complaints procedure (available on request), or where provision has not already been made, the dispute may, where we both agree, be referred by **You** for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or, failing agreement, by the Law Society. Any arbitration will be in accordance with the provisions of the then current arbitration acts and will be binding on both parties. The costs will be at the discretion of the arbitrator.

Prospects of Success

If at any time **We** consider **Your** prospects of success in the **Proceedings** are not good, or that **Your** interests can be achieved by other means, **We** will provide **You** with a written explanation of **Our** decision.

We will then be under no further liability to indemnify **You** in respect of the case.

In forming **Our** decision **We** may take into account: -

- a. The amount of money at stake
- b. The fact that a reasonable insured, without legal costs insurance would not wish to pursue this matter
- c. The prospects of being able to enforce a judgment

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

Applicable Law

United Kingdom law allows for the **Insurers** and **You** to choose the law applicable to this insurance contract. **We** propose that the contract is governed by English law. If there is any dispute as to which law applies it shall be English law.

Language

The language for contractual terms and obligations will be English.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

Customer Service Information

How to make a claim – Employment Cover

You will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Without prejudice to the generality of this condition:

- a. Immediately any of the following actions are contemplated, **You** must contact the **Legal Helpline** and follow the advice given before:
 1. **Before carrying out any disciplinary procedure or action**
 2. **Before the dismissal of an Employee**
 3. **Before implementing a redundancy programme and before making an Employee redundant**
 4. **On formal or informal notification of a grievance by an Employee or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age**
 5. **Before making any adverse variation of the terms or conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)**
 6. **On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice**

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- b. If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Helpline**. This must be done immediately because of the statutory 28 days' time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your Professional Adviser**. Upon request, **You** must complete a claim form by visiting

www.arclegal.co.uk/informationcentre and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.

- c. If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Helpline**, not later than 7 days from the request and prior to the statement being given.
- d. If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the **Legal Helpline** first and follow their advice.

How to make a claim (Other than Employment Cover)

Potential claims must be notified to **Us** by telephoning the **Legal Helpline** and before instructing a **Professional Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Helpline**. **Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

Data Protection Act

Your details, **Your** insurance cover and claims will be held by **Us** and or the **Insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Complaints Procedure

This insurance is administered on behalf of **Your** insurer by iSure Underwriting. **We** aim to provide a premier service. However, **We** know sometimes things can go wrong. If **Your** complaint was about the way **Your Policy** was sold to **You** please contact **Your** Insurance Adviser in the first instance. If **You** have a complaint about the insurer or a claim please contact:

Managing Director, iSure Underwriting, Office C7, 9
Nimrod Way, Ferndown, Dorset, BH21 7UH
Telephone: 020 3818 8061
Email: complaints@isureunderwriting.co.uk

Our promise is;

- Acknowledge written complaints promptly – within 5 working days
- Investigate complaints quickly – within 4 weeks you will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided
- Keep **You** informed of the progress of the complaint
- Use information learned during the complaint to improve **Our** complaints process

If **You** are not happy with **Our** formal response you may wish to contact our Insurers on:

Sections 1-4

Complaints Manager
XL Catlin Insurance Company SE
20 Gracechurch Street London EC3V 0BG Telephone
Number: 020 7743 8487
E-mail: xlcatlinukcomplaints@xlcatlin.com

Section 5

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel +44 1206 615000
Email: customerservice@arclegal.co.uk

If you remain dissatisfied after the Complaints Manager has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service

The Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Telephone 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

The Financial Ombudsman Service can only consider **Your** complaint if **We** have given **You** **Our** final decision. **You** have 6 months from the date of **Our** response to refer **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is only able to help if **You** are a private individual or a “micro enterprise”. A “micro-enterprise” is defined as a business with an annual turnover or balance sheet not exceeding £2 million and employing fewer than ten staff.

If **You** follow the procedure shown above, it will not affect **Your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **We** cannot meet **Our** obligations. This depends on the type of **Business** and the circumstances of the claim.

You can get more information from the FSCS or by visiting their website at www.fscs.org.uk

Authorisation

iSure Underwriting is a trading name of Imperium Insurance Management Ltd (IIM), authorised and regulated by the Financial Conduct Authority (FCA), Firm Reference Number 617085. IIM is an Appointed Representative of Direct Insurance Group Plc, authorised and regulated by the Financial Conduct Authority, Firm Reference Number 306080.

Sections 1-4 of this Policy is Underwritten by XL Insurance Company SE, registered in England and Wales, at 20 Gracechurch Street, London, EC3V 0XL, registration number SE000080. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Section 5 of this Policy is underwritten by Arc Legal Assistance Ltd is, registered by the Financial Conduct Authority in The United Kingdom. Their Firm Reference Number is 305958. Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Belgian National Bank. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118
Station Road, Redhill, Surrey RH1 1PR
Registered No: FC008998

