

A red banner graphic with a white shadow effect, pointing downwards. The word "corin" is written in white lowercase letters inside the banner.

corin

Combined Liability Wording

This is to certify that in accordance with the authorisation granted under Contract Numbers 910292567-2018 (**Sections A and B**), 40700520190021 (**Section C**) and BIN.COR.0222 (**Section D**) to Corin Underwriting Limited by the **Insurer** listed herein, hereafter referred to as the **Insurer**, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability expressed in the Policy **Schedule** or contained herein or such other Limits of Liability as may be substituted by **Endorsement** and agreed by or on their behalf.
- (2) this Policy provides cover only in respect such **Sections** of the Policy **Schedule** as are specified as being covered or have a Limit of Liability shown against them.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This Policy has been issued and signed for and on behalf of the **Insurer** by

A handwritten signature in black ink, appearing to read "AJHurrell", followed by a period.

Andy-Jon Hurrell  
Authorised signatory

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## POLICYHOLDER INFORMATION STATEMENTS

This is an important document that the **Insured** should read and store carefully. It sets out what is and is not covered under the Policy the **Insured** has purchased and explains key contractual obligations that apply to the **Insured** and to the **Insurer** under the Policy.

This Policy has been underwritten and issued by Corin Underwriting Limited as an agent of the **Insurer** upon the instructions received from the **Insured's** appointed insurance intermediary.

The whole document should be read carefully and if it is incorrect it should be returned immediately to the insurance intermediary for alteration.

It is essential that:

- the **Insured** checks that each of the Insured **Sections** and the **Schedule** are correct.
- the **Insured** complies with its duties under each **Section** and under the insurance as a whole.
- This Policy should be kept in a safe place as the **Insured** may need to refer to it if the **Insured** has to make a claim. It is recommended that the **Insured** retains details of its Employers' Liability policy/certificates for at least 40 years.

The **Insured** has a duty to answer any questions raised by the **Insurer** honestly and with reasonable care. Where the **Insurer** asks a specific question of the **Insured**, the question will be material to the risk or the calculation of premium or both. False or misleading answers to questions raised by the **Insurer** may invalidate the insurance cover.

The **Insured** must pay all premiums due together with all taxes due on the premiums.

In all communications the Policy number specified in the **Schedule** should be quoted and be made in the first instance via the **Insured's** insurance intermediary.

### IDENTITY OF INSURER

This policy has been underwritten by Corin Underwriting Limited on behalf of;

In respect of **Sections** A and B – Calpe Insurance Company Limited which is registered in Gibraltar with a registered address at 5/5 Crutchett's Ramp, Gibraltar (Registration No. 104429).

Calpe Insurance Company Ltd is authorised and regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting Insurance. Details about the extent of its regulation by the Financial Conduct Authority are available from us on request (FCA Firm Reference Number 542791).

In respect of **Section** C – Great American International Insurance (UK) Limited which is registered in England with a registered address at 32 Queen Square, Bristol, BS1 4ND (Registration No. 02714031).

Great American International Insurance (UK) Ltd is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FCA Firm Reference Number 202874).

In respect of **Section** D - HDI Global Specialty SE which is registered in Germany with a registered address at Podbielskistrasse 396, 30659 Hannover, Germany (Registration No. HRB 211924).

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

## COMPLAINTS

### Sections A, B and C:

#### *How to Complain*

If the **Insured** is dissatisfied with any aspect of the sale or marketing of the insurance, the **Insurer** would ask the **Insured** in the first instance to contact the insurance agent or intermediary from whom they purchased their Policy.

If the **Insured** remains unhappy and feels the matter has not been resolved to their satisfaction, or should the **Insured** wish to complain about any other matter (including policy cover or claims) they may refer a complaint to the **Insurer** at any time in one of the following formats:

- By telephone: +44 (0)203 968 8005
- By email: [complaints@corin.com](mailto:complaints@corin.com)
- In writing at: Managing Director, Corin Underwriting Ltd, 25 Rectory Grove, Leigh-on-Sea, SS9 2HA

#### *How the Insurer will handle the Insured's Complaint*

- Step 1: The **Insurer** will try to resolve the **Insured's** complaint immediately:  
The **Insurer** will look into the **Insured's** complaint and will aim to resolve their concern immediately.
- Step 2: Within 5 working days of receiving the **Insured's** complaint:  
If the **Insurer** is unable to resolve the matter immediately, the **Insurer** will send the **Insured** an acknowledgement letter within 5 working days. The letter will provide the contact details of the person who will be supporting the **Insured** throughout their complaint.
- Step 3: Within 8 weeks of receiving the **Insured's** complaint:  
The **Insurer** will endeavour to provide the **Insured** with a final response explaining the outcome of the **Insurer's** investigation and the next steps, or a letter confirming when the **Insurer** anticipates **they** will have concluded their investigation.
- Step 4: Refer the **Insured's** complaint to the Financial Ombudsman Service (FOS):  
If after making a complaint the **Insured** remains unhappy and feels the matter has not been resolved to their satisfaction, they may be able to refer their complaint to the FOS. The **Insured** can contact them in one of the following ways:
- By telephone: 0300 123 9 123
  - By email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
  - In writing at: Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London, E14 9SR

Not all complainants may refer complaints to the FOS, but, for its part, the **Insurer** will treat all complainants equally and fairly.

Following this complaints procedure does not affect the **Insured's** rights to take legal action.

### Section D:

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level. They can be reached in the following ways:

Telephone: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

E-mail: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Write to: ARAG plc, Whiteladies Road, Clifton, Bristol, BS8 1NN.

If ARAG are not able to resolve the complaint to the **Insured's** satisfaction then the **Insured** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. They can be contacted at:

Telephone: 0800 023 4567 or 0300 123 9123

E-mail at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The **Insured** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
The FOS's decision is binding upon the **Insurer**, but the **Insured** is free to reject it without affecting the **Insured's** legal rights.

To view ARAG's full privacy statement please see their website [www.arag.co.uk](http://www.arag.co.uk).

For all **Sections** following these complaints procedures does not affect the **Insured's** rights to take legal action.

## COMPENSATION SCHEME

The **Insurer** contributes to the Financial Services Compensation Scheme (FSCS).

The **Insured** may be entitled to compensation from the FSCS if the **Insurer** is unable to meet its liabilities. For compulsory insurance the **Insured** may be entitled to compensation up to 100% of the claim.

For all other types of insurance the **Insured** may be entitled to compensation of up to 90% the claim.

Further information about compensation scheme arrangements is available from the FSCS and their website at [www.fscs.org.uk](http://www.fscs.org.uk)

Financial Services Compensation Scheme 10th Floor Beaufort House 15 St Botolph Street London EC3A 7QU T: 0207 741 4100  
or 0800 678 1100

## THE POLICY AND THE INFORMATION DISCLOSED BY THE INSURED

In deciding to accept this Policy and in setting the terms and premium, the **Insurer** has relied on the information provided by the **Insured's** insurance intermediary on the **Insured's** behalf. The **Insured** must take care when answering any questions being asked ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that the **Insured** deliberately or recklessly provided the **Insurer** with false or misleading information the **Insurer** will treat the Policy as if it never existed and decline all claims. The **Insurer** may not return premium already paid by the **Insured** in this situation.

If the **Insurer** establishes that the **Insured** provided the **Insurer** with false, incomplete or misleading information, it can adversely affect the Policy and any claim;

For example:

- (a) where the **Insurer** could have accepted the risk and offered the **Insured** a Policy but the **Insurer** would have charged a higher premium, the **Insurer** may only pay a percentage of any claim that the **Insured** makes under the Policy. The **Insurer** would do this by considering the premium the **Insurer** actually charges as a percentage of the higher premium the **Insurer** would have charged and then paying the **Insured** the same percentage of any claim.

So, as an example: if the premium the **Insurer** actually charged was £250 and the higher premium the **Insurer** would have charged was £1,000, then the premium the **Insurer** actually charged represents 25% of the higher premium the **Insurer** would have charged and the **Insurer** shall only pay 25% of any claim.

- (b) the **Insurer** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to the **Insured's** insurance intermediary. The **Insurer** will only do this if the false, incomplete or misleading information means that the **Insurer** provided the **Insured** with insurance cover when the **Insurer** would not otherwise have offered it at all had the risk been fairly presented.
- (c) if the **Insurer** would have written the risk on different terms had it been fairly presented, the **Insurer** may amend the Policy to include these terms. The **Insurer** may apply these amended terms as if they were already in place before a claim is made.
- (d) The **Insurer** may cancel the Policy in accordance with its cancellation provisions.

The **Insurer** will write to the **Insured** if the **Insurer**:

- (i) intends to treat the Policy as if it never existed; or

- (ii) amend the terms of the Policy; or
- (iii) reduce the **Insured's** claim in accordance with the above.

If the **Insured** becomes aware that information it has given the **Insurer** is inaccurate or incomplete or if the information changes, the **Insured** must immediately disclose it to its insurance intermediary.

#### **OBSERVANCE OF POLICY TERMS AND SUSPENSION OF COVER**

Every condition stated as a precedent condition that applies to this Policy (whether to one or more **Sections** or the Policy as a whole) shall apply and continue to be in force during the whole currency of this Policy.

The **Insurer** will have no liability under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition precedent and cover will be suspended for the period from the date of the breach until the breach has been remedied unless the **Insured** can prove that the breach of the condition precedent could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

#### **THE INSURED'S RIGHT TO CANCEL**

In the first year of this insurance the **Insured** has the right to cancel the insurance Policy within 14 days of receiving the Policy documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be deemed that the **Insured** will have received the Policy document upon the day following the date it was posted to the **Insured** by first class post or was supplied to the **Insured** electronically or the **Insured** was supplied with the means by which the **Insured** could access the Policy electronically.

If the **Insured** does cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to the **Insurer** in respect of the Policy.

If the **Insured** does not exercise its right of cancellation within the initial 14 day period, this insurance Policy will automatically come into force from the inception date specified in the **Schedule**. The **Insured** will remain liable to pay the full annual premium. Following the expiry of the initial 14 day period, this insurance Policy may be cancelled at any time at the **Insured's** written request. The **Insurer** reserves the right not to allow a return of premium.

To exercise its right to cancel, the **Insured** should contact its insurance intermediary.

#### **THE LAW THAT GOVERNS THE INTERPRETATION OF THIS POLICY**

All disputes concerning the interpretation of this Policy are understood and agreed by both the **Insured** and the **Insurer** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

#### **PRIVACY NOTICE**

Corin and the **Insurer** gather and process personal data in accordance with the EU General Data Protection Regulation (GDPR) and any relevant data protection legislation.

Personal data will not be passed to third parties except where consent has been given or where permitted by law. Personal data may be used by Corin, the **Insurer** or third parties for underwriting and claims purposes and in order to administer the Policy. Corin and the **Insurer** will ensure that personal data is kept secure, is used only for the purpose for which it was supplied and is retained only for as long as necessary. Personal data may be transferred outside of the EEA subject to appropriate safeguards and contractual arrangements. The full Privacy Notice is available at [www.corin.com/privacy](http://www.corin.com/privacy).

Corin Underwriting Limited is registered with the Information Commissioner's Office as a data controller and is listed on the Register of Data Controllers under registration number ZA219829.

Calpe Insurance Company Limited is registered with the Gibraltar Regulatory Authority as a data controller and is listed on the Register of Data Controllers under registration number DP007774. Calpe's Privacy Notice is available at: [www.transre.com/legal](http://www.transre.com/legal).

Great American International Insurance (UK) Limited is registered with the Information Commissioner's Office as a data controller and is listed on the Register of Data Controllers under registration number Z7419809. Great American's Privacy Notice is available at [www.greatamericanuk.com](http://www.greatamericanuk.com).

HDI Global Specialty SE is registered with the Information Commissioner's Office as a data controller and is listed on the Register of Data Controllers under registration number Z5380754.

## CLAIMS NOTIFICATION

### Sections A, B and C

All claims under this insurance are to be notified to Corin using one of the following methods and quoting the policy number:

Write to: Corin Underwriting Limited, 25 Rectory Grove, Leigh-on-Sea, SS9 2HA  
Telephone: +44 (0)203 968 8005  
E-mail: [claims@corin.com](mailto:claims@corin.com)

### Section D

Claims are to be notified to ARAG using one of the following methods:

Download a claim form from: [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)  
Telephone: 0330 303 1955 between 9am and 5pm Monday to Friday (except Bank Holidays).

- 1) If the **Insured** needs to make a claim the **Insured** must notify ARAG as soon as possible.
- 2) Under no circumstances should the **Insured** instruct the **Insured's** own solicitor or accountant as the **Insurer** will not pay any costs incurred without ARAG's agreement.
- 3) The **Insured's** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. ARAG will send the **Insured** a written acknowledgment by the end of the next working day after the claim is received.
- 4) Within five working days of receiving all the information needed to assess the availability of cover under **Section D**, ARAG will write to the **Insured** either:
  - (a) confirming cover under the terms of the **Insured's** policy and advising the **Insured** of the next steps to progress the **Insured's** claim; or
  - (b) if the claim is not covered, explaining in full the reason why and advising whether ARAG can assist in another way.
- 5) When a representative is appointed they will try to resolve the **Insured's** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

To view ARAG's full privacy statement, please see their website [www.arag.co.uk](http://www.arag.co.uk)



## POLICY DEFINITIONS

These Definitions apply to the entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

- 1) **Appointed Advisor** means:  
the solicitor, accountant, mediator or other advisor appointed by **ARAG** to act on behalf of an **Insured Individual**.
- 2) **ARAG** means:  
ARAG plc who is authorised under a binding authority agreement to administer insurance on behalf of HDI Global Specialty SE.
- 3) **Asbestos** means:  
asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.
- 4) **Bodily Injury** means:  
physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.
- 5) **Business** means:  
the **Insured's** business as stated in the **Schedule**.
- 6) **Contract** means:  
the agreement between the **Insured** and its **Principal** under which the **Contract Works** are undertaken.
- 7) **Contractors' Plant** means:  
tools, tackle, scaffolding, plant and equipment including site huts (and contents) and other temporary buildings.
- 8) **Contracts Insured** means:  
any **Contract** with an original estimated total contract price not exceeding the Maximum Contract Value stated in the **Schedule** undertaken in connection with the **Business**.
- 9) **Contract Site** means:  
any site involving construction, installation, extension, alteration, repair or maintenance within the **Territorial Limits** in connection with a **Contracts Insured**.
- 10) **Contractual Liability** means:  
liability attaching to the **Insured** by virtue of a contract but which would not have attached in the absence of such contract.
- 11) **Contract Works** means:  
the permanent and temporary works (including **Materials**) executed in performance of the **Contracts Insured**.
- 12) **Contractors All Risks** means:  
all works executed or in the course of execution by the **Insured** or on the **Insured's** behalf in the performance of any contract entered in to by the **Insured** and materials for incorporation therein and all plant, tools, equipment, temporary works or temporary buildings for use in connection therewith.
- 13) **Conveyance** means:  
any water and/or air and/or road and/or rail conveyances of every description.
- 14) **Covered Items** means:  
**Contract Works, Owned Plant or Hired-in Plant**.

- 15) Damage** means:  
physical loss or destruction or damage.
- 16) Data** means:  
information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.
- 17) Electronic Data** means:  
facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **Data** processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of **Data** or the direction and manipulation of such equipment.
- 18) Employee(s)** means:
- (a) any person under a contract of service or apprenticeship with the **Insured**
  - (b) any labour master or labour only subcontractor or person supplied or employed by them
  - (c) any self-employed person
  - (d) any person hired to or borrowed by the **Insured**
  - (e) any person engaged under a work experience, with training or similar scheme
  - (f) any voluntary helper
  - (g) any outworker or homeworker
- under the **Insured's** control and supervision while working for the **Insured** in connection with the **Business**.  
This definition shall not include any bona fide sub-contractor.
- 19) Employees' Tools** means:  
personal tools and effects the property of your **Employees** other than motor vehicles, precious metals, precious stones or articles made therefrom or money.
- 20) Endorsement(s)** means:  
the document(s) detailing modifications made to the cover provided under this Policy and/or the **Section(s)** thereof.
- 21) Event** means:  
any one occurrence or all occurrences of a series consequent on or attributable to one source or original cause.
- 22) Hired-in Plant** means:  
**Contractors' Plant** hired in by or on free loan or demonstration to the **Insured**.
- 23) Insured** means:  
the person or corporate body or organisation detailed in the **Schedule**.
- 24) Insured Individual** means:
- (a) the **Insured**, the **Insured's** directors, partners, managers, officers and **Employees**
  - (b) the estate, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying
  - (c) a person who is contracted to perform work for the **Insured**, who in all other respects the **Insured** has arranged to insure on the same basis as the **Insured's** other **Employees** and who performs work under the **Insured's** supervision.
- 25) Insured Occurrence** means:  
the categories of **Event** stated under the heading 'Insured Occurrence' in Section D.
- 26) Insurer** means:  
insurers whose identity is stated in the Policyholder Information Statements contained herein.

**27) Legal Costs & Expenses** means:

- (a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **ARAG**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- (b) in civil claims, other side’s costs, fees and disbursements where an **Insured Individual** has been ordered to pay them or pays them with **ARAG**’s agreement.
- (c) reasonable accountancy fees reasonably incurred under **Insured Occurrence 4 (Tax Protection)** by the **Appointed Advisor** and agreed by **ARAG** in advance.
- (d) the **Insured’s Employee’s** basic wages or salary under **Insured Occurrence 9 (Loss of Earnings)** in the course of their employment with the **Insured** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where the **Insured** does not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- (e) the professional fees and expenses of an **Appointed Advisor** selected by **ARAG** to reduce the actual adverse or negative publicity or media attention directed towards the **Insured** under **Insured Occurrence 11 (Crisis Communication)**.

**28) Malicious Programming** means:

an illegal or malicious entry into **Electronic Data** or a **System**, which results in, functions that distort, corrupt, manipulate, copy, delete, destroy, or slow down such **Electronic Data** or **System**.

**29) Materials** means:

materials used in connection with a **Contract**.

**30) Microchip** means:

a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.

**31) Multiple Lifting Operation(s)** means:

two or more lifting machines being used for the purpose of lifting or lowering a load.

**32) Offshore Activity** means:

any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**.

**33) Offshore Installation** means:

any offshore installation rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

**34) Owned Plant** means:

**Contractors’ Plant** belonging to the **Insured**.

**35) Period of Insurance** means:

the period stated in the **Schedule** or any subsequent period for which the **Insurer** agrees to accept payment of premium.

**36) Pollution or Contamination** means:

pollution or contamination of buildings or structures or of water or land or the atmosphere and all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.

**37) Principal** means:

any person, employer, firm, company, ministry or authority for whom the **Insured** carries out a contract for the performance of work.

**38) Product Supplied** means:

any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by the **Insured** in the course of the **Insured's Business** from premises within the **Territorial Limits**.

**39) Property** means:

material property.

**40) Proposal** means:

any information provided by the Insured in connection with this insurance and any declaration made in connection therewith.

**41) Reasonable Prospects of Success** means:

(a) other than as set out in (b) and (c) below, a greater than 50% chance of an **Insured Individual** successfully pursuing or defending the claim and, if an **Insured Individual** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

(b) in criminal prosecution claims where an **Insured Individual**:

(i) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or

(ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.

(c) in all claims involving an appeal, a greater than 50% chance of an **Insured Individual** being successful.

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

**42) Schedule** means:

the document stating the operative **Section(s)** the **Insured** has chosen, the **Period of Insurance**, details of the **Insured's Business** and the Limit(s) of Liability.

**43) Section(s)** means:

the parts of this Policy that detail the cover provided by each individual section of this Policy.

**44) Small Claims Court** means:

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

**45) System** means:

computers, other computing and electronic equipment linked to a computer, hardware, software programs, **Data** processing equipment, **Microchip** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

**46) Territorial Limits** means:

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

**47) Terrorism** means:

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

**48) Virus** means:

programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System**, transmitted between **Systems** by transfer between computer **Systems** via networks, extranets, internet,

electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

## SECTION A - EMPLOYERS' LIABILITY

### INSURING CLAUSE

The **Insurer** will cover the **Insured** for its legal liability for **Bodily Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by the **Insured** in connection with the **Insured's Business**.

### LIMIT OF LIABILITY

The **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then the **Insurer's** limit of liability shall not exceed £5,000,000.

The **Insurer's** Limit of Liability applies irrespective of:

- 1) the number of parties or entities entitled to indemnity.
- 2) the number of claimants.

### EXCLUSIONS

The **Insurer** shall not provide cover for liability:

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

### CONDITIONS

- 1) Employers' Liability Tracing Office

Where the **Insurer** provides cover under the Employers' Liability (Compulsory Insurance) Regulations 1998, the **Insurer** is required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. The **Insurer** supports and will add details of all company names to the Employers' Liability Tracing Office database.

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

- 2) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

### EXTENSIONS

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

- 1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment with the **Insured** in connection with the **Insured's Business** and such judgment remains unsatisfied in whole or in part 6 months

after the date of judgment then, at the **Insured's** request, the **Insurer** will pay to the **Employee** or their legal 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 has been obtained against a company, partnership or individual (but not against the **Insured**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by the **Insurer**, the **Employee** or their legal personal representatives shall assign the judgment to the **Insurer**.
- (d) this **Section** of the Policy is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) The **Insurer's** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

2) Work Overseas.

The cover provided under this **Section** shall extend to cover the **Insured** for its legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) the **Insurer** shall not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

## SECTION B - PUBLIC AND PRODUCTS LIABILITY

### INSURING CLAUSE

The **Insurer** will cover the **Insured** for its legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with the **Insured's Business** or arising from any **Product Supplied**.

### LIMIT OF LIABILITY

In respect of Public Liability the **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for Public Liability.

In respect of Products Liability the **Insurer's** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any **Event** and in the aggregate in respect of all **Events** during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for Products Liability.

The **Insurer's** Limit of Liability applies irrespective of:

- 1) the number of parties or entities entitled to indemnity.
- 2) the number of claimants.

### EXCLUSIONS

The **Insurer** shall not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by the **Insured** in connection with the **Insured's Business**.
- 2) caused by or arising from the ownership or possession or use by the **Insured** or on the **Insured's** behalf of any:
  - (a) aircraft or aerospace device or hovercraft.
  - (b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
  - (c) mechanically propelled vehicle:
    - (i) for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
    - (ii) where cover is provided by any other insurance.
- 3) caused by or arising from any **Product Supplied** which to the **Insured's** knowledge is for:
  - (a) use in or on any aircraft or aerospace device.
  - (b) aviation or aerospace purposes.
  - (c) use in the safety or navigation of marine craft of any sort.
- 4) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
  - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
  - (b) an error or fault in connection with the sale supply or presentation of such **Product Supplied**.



- 5) for **Contractual Liability** unless the sole conduct and control of claims is vested in the **Insurer** but the **Insurer** shall not in any event provide cover in respect of:
- (a) liquidated damages or liability under any penalty clause.
  - (b) **Damage to Property** against which the **Insured** is required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
  - (c) **Damage to Property** which comprises the **Contractors All Risks** executed or in the course of execution by the **Insured** or on the **Insured's** behalf and occurs after the date of issue of a certificate of completion of such works or, where the contract has no provision for such a certificate, the date on which such works are completed and handed over to the **Principal** if the **Insured** is expressly responsible for such **Damage** under the terms of the contract.
- 6) in respect of **Damage to Property**:
- (a) belonging to the **Insured**.
  - (b) in the **Insured's** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any visitor, director, partner and/or **Employee** of the **Insured**.
  - (c) being that part of any **Property** on which the **Insured** or any **Employee** or agent of the **Insured** is or has been working where **Damage** arises out of such work.
- 7) in respect of **Pollution or Contamination** occurring:
- (a) within the United States of America or Canada.
  - (b) elsewhere than within the United States of America or Canada unless caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- Provided that in respect of any liability for which cover is not excluded under exclusion (b) above:
- (i) all **Pollution or Contamination** which arises out of one occurrence shall be deemed to have occurred at the time such occurrence takes place.
  - (ii) the **Insurer's** liability for all damages, costs fees and expenses under this **Section** payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this **Section**
- 8) in respect of **Damage** to any services located underground unless prior to commencement of any work which involves digging, boring or excavation the **Insured** has:
- (a) taken or caused to be taken all reasonable steps to identify the location of any services under the site of the work.
  - (b) retained a written record of the steps taken to locate such services.
- 9) caused by or arising from advice, design or specification the **Insured** provided for a fee.
- 10) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 11) arising from any deliberate act or omission of by the **Insured** which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission. This exclusion shall also apply in respect of any deliberate act or omission of any other person entitled to indemnity but only in so far as indemnity to such person is concerned.
- 12) caused by or arising from any **Product Supplied** which to the **Insured's** knowledge is for use in or supply to the United States of America or Canada.
- 13) for the amount stated in the **Schedule** as being the Excess for this **Section** which shall apply in respect of each and every claim. Such amount shall be contributed by the **Insured** or any party entitled to cover under this Policy before the **Insurer**

assumes any responsibility to make a payment for any claim hereunder. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to the **Insured**.

## EXTENSIONS

The terms, General Conditions and General Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies.

### 1) Buildings Temporarily Occupied

Exclusion (6) (b) to this **Section** shall not apply to liability for **Damage** to Buildings including contents therein which are not owned leased or rented by the **Insured** but are temporarily occupied by the **Insured** for the purpose of maintenance, alteration, extension, installation or repair.

### 2) Cross Liabilities

If the **Insured** comprises more than one party the **Insurer** will provide cover to each such **Insured** in the same manner and to the same extent as if a separate Policy had been issued to each of them provided that nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be indemnified.

### 3) Defective Premises Act

The cover provided by this **Section** shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any premises previously owned or occupied by the **Insured** for purposes pertaining to its **Business** and which have since been disposed of by the **Insured** provided that the **Insurer** shall not provide cover for liability:

- (a) for which cover is provided by any other insurance.
- (b) for the costs of remedying any defect or alleged defect in such Premises.

### 4) Leased or Rented Premises

Exclusion (6) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to the **Insured** provided that the **Insurer** shall not provide cover for:

- (a) **Contractual Liability**.
- (b) the first £500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

### 5) Motor Contingent Liability

Notwithstanding Exclusion (2) (c) to this **Section** the **Insurer** will cover the **Insured** (and no other person for the purpose of this extension) for its legal liability for **Bodily Injury** or **Damage to Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by the **Insured** being used in the course of the **Insured's Business** provided that the **Insurer** shall not provide cover for liability:

- (a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.
- (b) for which cover is provided by any other insurance.
- (c) caused or arising whilst such vehicle or trailer is:
  - (i) engaged in racing, pace-making, reliability trials or speed testing.
  - (ii) being driven by the **Insured**.
  - (iii) being driven with the **Insured's** general consent or the consent of the **Insured's** representative by any person who to the **Insured's** knowledge or the knowledge of such other representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iv) used elsewhere other than within the **Territorial Limits**.

### 6) Motor Vehicles

Exclusion (2) (c) to this **Section** shall not apply to liability caused by or arising from:

- (a) the use of plant as a tool of trade at the **Insured's** premises or on any site at which the **Insured** is working.
- (b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- (c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that the **Insurer** shall not provide cover for liability:
  - (i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
  - (ii) for which cover is provided by any other insurance.

7) Overseas Personal Liability

The **Insurer** will cover the **Insured** or at the **Insured's** request:

- (a) any director, partner or **Employee** of the **Insured's Business**
- (b) any spouse or child of the **Insured** or of any of the persons stated in (a) above who are accompanying the **Insured** or such persons

for legal liability incurred by the **Insured** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with the **Insured's Business** provided that:

- (i) any person entitled to cover under this extension shall as though they were the **Insured** be subject to the terms, Conditions and Exclusions of this Policy insofar as they can apply.
- (ii) nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this **Section** regardless of the number of persons claiming to be indemnified.
- (iii) The **Insurer** shall not provide cover for:
  - (a) **Contractual Liability**.
  - (b) liability for which cover is provided by any other insurance.
  - (c) liability in respect of **Damage to Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
  - (d) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
  - (e) liability caused by or arising from:
    - (i) the ownership or occupation of land or buildings.
    - (ii) the carrying on of any business, profession trade or employment.
    - (iii) the ownership, possession or use of animals other than horses or domestic dogs or cats.

8) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of the **Insured's** legal liability caused by or arising from:

- (a) work being undertaken on a temporary basis by the **Insured** or the **Insured's Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
- (b) non-manual work being undertaken on a temporary basis by the **Insured** or the **Insured's Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided the **Insured** or the **Insured's Employee(s)** are ordinarily resident within the Territorial Limits.

## EXTENSIONS TO SECTIONS A and B

The terms, Conditions and Exclusions of this Policy apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

### 1) **Additional Activities**

The **Insurer** will provide cover in respect of the **Insured's** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to the **Insured's Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of the **Insured's Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of the **Insured's** premises.
- (c) private work carried out by any **Employee** with the **Insured's** consent for any of the **Insured's** directors or partners.
- (d) participation in exhibitions, trade fairs, conferences and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of the **Insured's** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

### 2) **Costs of Court Attendance**

If any of the under mentioned persons attend court as a witness at the **Insurer's** request in connection with a claim in respect of which the **Insured** is entitled to cover under **Sections** A or B the **Insurer** will reimburse the **Insured** at the following rates per day for each day on which attendance is required:

- (a) any of the **Insured's** directors or partners £500.
- (b) any **Employee** £250.

### 3) **Defence Costs and Expenses**

The **Insurer** shall provide cover in respect of all costs and fees and expenses incurred with the **Insurer's** written consent in the defence or settlement of any claim for which an indemnity is provided by this insurance including legal expenses:

- (a) the **Insured** has incurred arising out of its prosecution for breach or alleged breach of Part 1 of the United Kingdom Health and Safety at Work Act 1974 (or similar European safety legislation) and the Consumer Protection Act 1987, the Food Safety Act 1990 or the Disability Discrimination Act 1995 relating to:
  - (i) matters affecting the safety, health and welfare of any of the **Insured's Employee(s)**
  - (ii) matters affecting the safety, health and welfare of any person other than any of the **Insured's Employee(s)** (but excluding legal fees and expenses arising from a breach of Section 6 of the United Kingdom Health & Safety at Work Act 1974
- (b) arising out of representation at any coroner's inquest or fatal accident enquiry
- (c) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of indemnity under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**, and where there is also a claim or potential claim for damages against the **Insured** or any of the additional persons indemnified, the **Insured** is entitled to cover under this Policy.
- (ii) the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by the **Insurer** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (I) there is no reasonable prospect of a defence to a prosecution relating to (a), (b) or (c) above.
- (II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which an indemnity is provided by this insurance.
- (III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which Section the claim for damages is being made, defence costs as provided for above:

- (A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.
- (B) will be payable in addition to the amounts stated in the **Schedule** as the Limit(s) of Liability for the Public Liability and Products Liability **Section**.

#### 4) **Indemnity to Principal**

The **Insurer** will also provide cover as if a separate Policy had been issued:

- (a) to the **Insured's** legal personal representatives or the legal personal representatives of any other person entitled to cover under this Policy but only in respect of liability incurred by the **Insured** or such other person
- (b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by the **Insured** or on the **Insured's** behalf but not any **Principal** who is located within the United States of America or Canada.
- (c) to any owner of plant hired to the **Insured** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada
- (d) at the **Insured's** request to:
  - (i) any officer or member of the **Insured's** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of the **Insured's Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
  - (ii) any director or partner or **Employee** of the **Insured** while acting in connection with the **Insured's Business** in respect of liability for which the **Insured** would be entitled to cover under this Policy if the claim for which cover is being sought had been made against the **Insured**

provided that:

- (i) any persons specified above shall as though they were the **Insured** be subject to the terms Conditions and Exclusions of this Policy in so far as they can apply.
- (ii) nothing in this extension shall increase the **Insurer's** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim is made regardless of the number of persons claiming to be indemnified.

## SECTION C – CONTRACTORS ALL RISKS

### INSURING CLAUSE

In the event of accidental **Damage** occurring during the **Period of Insurance** to:

1) **Contract Works**

- (a) whilst in transit (other than by sea or air) including any associated loading and unloading within the **Territorial Limits**; or
- (b) whilst on the **Contract Site** or adjacent thereto until the issue of a certificate of completion or until taken over by the **Principal** and for 14 days thereafter where the **Insured** is required to insure under the terms of a **Contract**; or
- (c) which is first revealed during the maintenance or defects liability period not exceeding 12 months:
  - (i) arising from a cause occurring at the **Contract Site** prior to the commencement of such maintenance or defects liability period; or
  - (ii) caused by the **Insured** in the course of carrying out any operations performed by the **Insured** for the purpose of complying with its obligations under the maintenance or defects liability clause in a **Contract**.

Provided always that the **Insured** demonstrates that any **Damage** which is first revealed during the maintenance or defects liability period is the **Insured's** responsibility under the terms of a **Contract**;

2) **Owned plant**

whilst at any situation and in transit (other than by sea or air) including any associated loading and unloading within the **Territorial Limits**;

3) **Hired-in Plant**

for which the **Insured** has a legal liability under the terms of its hiring agreement or otherwise to pay:

- (a) compensation for **Damage** to **Hired-in Plant** whilst at any situation and whilst in transit (other than by sea or air) including any associated loading and unloading within the **Territorial Limits**; and
- (b) continuing hire charges as a result of **Damage** insured under (a) above;

4) **Employees' Tools**

whilst at any situation and whilst in transit (other than by sea or air) including any associated loading and unloading within the **Territorial Limits**;

the **Insurer** will cover the **Insured** for such **Damage** caused by or resulting from a cause not otherwise excluded.

At the **Insurer's** option, they will either repair, reinstate or replace any lost or damaged or make a cash settlement.

### LIMIT OF LIABILITY

The most the **Insurer** will pay under this **Section** shall not exceed the Limit of Liability for each item stated in the **Schedule** for this **Section** or the limit specified in any extension to this **Section** and, in respect of item 3 (b), subject to a maximum indemnity period of 6 months.

### EXCLUSIONS

The **Insurer** shall not cover:

- 1) **Damage** to any airborne or waterborne vessel, craft, marine rig or platform or property situated on any such vessel, craft, marine rig or platform.
- 2) **Damage to:**
  - (a) **Contract Works** caused by its own mechanical or electrical breakdown, failure, breakage or derangement. This exclusion shall not apply in respect of **Damage** to new plant and machinery intended for incorporation into the **Contract Works** provided that the testing and commissioning period of any one item of such new plant and machinery does not exceed 45 days.
  - (b) **Owned Plant** caused by its own mechanical or electrical breakdown, failure, breakage or derangement including but not limited to **Damage** caused by any failure to maintain in accordance with manufacturers recommendations. This exclusion shall not apply in respect of:
    - (i) other parts of **Owned Plant** physically damaged as a result of such mechanical or electrical breakdown, failure, breakage or derangement; or
    - (ii) **Damage** caused by the error or omission of the driver(s) or operator(s) of the **Owned Plant** other than in respect of failure to maintain.
- 3) consequential loss of any kind or description, fines, liquidated damages, penalties (contractual or non-contractual), performance warranties or multiple, aggravated, punitive or exemplary damages not specifically provided for by the Policy.
- 4) any **Contract** where the original **Contract** period (excluding any maintenance period) is in excess of 24 months duration unless agreed by the **Insurer** in writing. This exclusion does not apply to term contracts over multiple **Contract Sites** where the work on any one specific **Contract Site** does not exceed 24 months duration.
- 5) the costs of replacing, repairing or rectifying parts of the **Covered Items** rendered necessary by any form of corrosion, erosion or the action of which accelerates or otherwise aggravates another condition or mechanism howsoever the same may arise. This exclusion does not apply to other parts of the **Covered Items** physically damaged as a result of such corrosion or erosion.
- 6) **Damage** to and the cost necessary to replace, repair or rectify:
  - (a) **Contract Works** which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of such **Contract Works** or any part thereof; and
  - (b) **Contract Works** lost or damaged to enable the replacement, repair or rectification of **Contract Works** excluded by (a) above.

Exclusion (a) above shall not apply to other **Contract Works** which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this policy exclusion it is understood and agreed that any portion of the **Contract Works** shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification.

- 7) **Damage** to any existing structure or other property not forming part of the **Contract Works**.
- 8) seizure or destruction of **Covered Items** by order of any government or public authority other than acts of destruction at the time of and for the purpose of preventing the spread of fire provided that such fire did not originate from any cause otherwise excluded.
- 9) **Damage** caused by:
  - (a) the intentional act or wilful neglect by the **Insured**; and

(b) intentionally exceeding the manufacturer's rated lifting capacity for **Owned Plant** or **Hired-in Plant** as specified in load charts, brochures and/or manuals published by the manufacturer.

- 10) loss, destruction of or **Damage** caused by or resulting from distortion, erasure, corruption or alteration of **Electronic Data** from **Malicious Programming** or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This policy exclusion shall not apply in respect of:

(a) subsequent **Damage** caused by or resulting from fire or explosion; or

(b) the cover provided under the extension entitled Electronic data recovery costs.

- 11) **Damage** arising from any **Multiple Lifting Operation(s)** unless such **Multiple Lifting Operation(s)** fully comply with relevant legislation and specifically LOLER Regulations 8 and BS7121 specification for multiple lifting.

- 12) **Damage** for which the **Insured** is relieved of responsibility under any contractual agreement.

- 13) **Damage** due to the use or occupancy other than as dwellings or offices of any portion of the **Contract Works** by any owner, tenant or occupier unless:

(a) the **Insured** has agreed to such use or occupancy; and

(b) the use or occupancy has been accepted by the **Insurer** in writing; and

(c) the use or occupancy is necessary for the performance of the **Contract**.

- 14) theft of **Employees' Tools** from any vehicle unless such vehicle is securely locked and all security devices set in operation.

- 15) unaccountable losses or losses only revealed when an inventory is made unless such losses can be traced to a specific identifiable event.

- 16) **Damage** to cash, bank notes, treasury notes, cheques, money, order bill of exchange bonds, deeds, documents, manuscripts, negotiable vouchers, postal orders, promissory notes, stamps, tokens or securities or other securities for money.

- 17) the cost of rectification or making good of wear and tear, gradual deterioration due to atmospheric conditions or otherwise rust, corrosion or oxidation or scratching of painted or polished surfaces. This policy exclusion does not apply to other parts of the **Covered Items** physically damaged as a result of such wear and tear or deterioration.

- 18) vehicles which require a Road Fund Licence or motor insurance unless designed or adapted primarily as a tool of trade for the purpose of the **Insured's Business**.

- 19) any work:

1. with a value in excess of £50,000 which involves:

a) operations in under or over water; or

b) operations within 10 metres of rivers, canals, lakes, reservoirs, dams, tidal waters or coastal defence work to the nearest point of the site perimeter.

2. involving Timber Frame Structures where the value of the work:

a) is greater than the Limit of Liability in respect of **Contract Works**; or



b) is in excess of £100,000

whichever is the lesser and/or where such structures have a height of five or more storeys.

Timber Frame Structures means any building which relies on a timber frame as a basic means of structural support and including panel systems such as structural insulated panels (SIP), volumetric and hybrid systems where the content of timber or wood construction (excluding usual joinery) exceeds 10% of the overall property.

20) **Owned Plant** or **Hired-in Plant** which not designed to be mobile or which is permanently located inside any building or structure where waste recycling operations are undertaken.

## EXTENSIONS

1) Additional owned plant

The **Insurer** will pay for **Damage** to additional plant of a similar type to **Owned Plant** already insured, acquired after the commencement of the **Period of Insurance** until the expiration of the **Period of Insurance** provided always that:

- (a) such property shall be in satisfactory working order when acquired;
- (b) the **Insured** shall notify the **Insurer** of the acquisition at the end of the **Period of Insurance** during which such property is acquired; and
- (c) the **Insured** shall pay to the **Insurer** any additional premium required in accordance with General Condition 10 ('Premium Adjustment')

2) Automatic reinstatement of loss

In respect of any claim under this **Section** the Limit of Liability shall be reinstated after payment by the **Insurer** of such claim. No additional premium shall be payable to the **Insurer** for such reinstatement unless the amount of any settled claim exceeds the sum of £100,000.

3) Debris removal

The **Insurer** will pay the reasonable and necessary costs incurred by the **Insured** with the **Insurer's** consent in respect of:

- (a) debris removal and disposal, dismantling and/or demolition, or shoring up or propping of the portion or portions of the **Covered Items** destroyed or damaged;
- (b) cleaning or repairing drains, sewers, service mains and the like and/or dewatering; and/or
- (c) temporary boarding up of windows following breakage of glass

following **Damage** to **Covered Items** for which the **Insurer** has admitted liability provided always that:

- (i) the **Insurer** shall not indemnify the **Insured** for costs incurred arising from pollution or contamination of property not insured by the Policy; and
- (ii) the **Insurer's** liability shall not exceed 10% of the Limit of Liability for **Contract Works**.

4) Electronic data recovery costs

The **Insurer** will pay the reasonable and necessary costs incurred by the **Insured** to:

- (a) copy, re-create, replace or retrieve **Electronic Data** owned or used by the **Insured** or which resides on a **System**; and

(b) restore a **System** to the functionality that existed prior to the **Malicious Programming**; as a result of direct **Damage to Electronic Data** or a **System** caused by or resulting from **Malicious Programming**.

provided always that the **Insurer's** liability shall be limited to £10,000 during any one **Period of Insurance**.

5) Escalator clause

The **Insurer's** Limit of Liability for **Contract Works** may be increased by an amount not exceeding 25% should the original estimated contract price of any **Contracts Insured** (including the value of free issue **Materials**) increase by such an amount.

6) Expediting costs

The **Insurer** will pay the reasonable and necessary costs incurred by the **Insured** in making temporary repairs and expediting permanent repair including overtime working and the use of rapid transport in consequence of **Damage to Contract Works** for which the **Insurer** has admitted liability provided always that:

(a) the **Insurer** shall not indemnify the **Insured** for costs incurred solely to expedite the completion of a **Contract** at a faster rate than would have been attained if no **Damage** had occurred; and

(b) the **Insurer's** liability shall not exceed 50% of the cost of repair had such costs not been incurred.

7) Fire brigade charges

The **Insurer** will pay for fire brigade charges and other charges made by any organisation responsible for preserving public safety incurred by the **Insured** or for which the **Insured** is liable and/or the cost of refilling fire extinguishing appliances in consequence of **Damage to Covered Items** for which the **Insurer** has admitted liability provided always that the **Insurer's** liability shall be limited to £10,000 each and every claim.

8) Free issue materials

The **Insurer** will pay for **Damage** to free issue **Materials** supplied by the **Insured's Principal** or its agents and for which the **Insured** is responsible under the terms of a **Contract** provided always that the total value of all such free issue **Materials** are included in any declarations made to the **Insurer** as required in accordance with General Condition 10 ('Premium Adjustment')

9) Hiring out

The **Insurer** will pay for **Damage to Owned Plant** or **Hired-in Plant** whilst hired or loaned to third parties provided that the conditions of such hire or loan shall be no less onerous than the standard conditions of the Construction Plant-hire Association or the Scottish Plant Owners Association except as agreed by the **Insurer** in writing.

10) Immobilised property

The **Insurer** will pay the reasonable and necessary costs incurred by the **Insured** for the recovery or withdrawal of unintentionally immobilised **Owned Plant** or **Hired-in Plant** provided always that:

(a) such costs do not exceed the current market value of the immobilised **Owned Plant** or **Hired-in Plant**; and

(b) the **Insurer** shall not be liable in respect of the cost of rectifying electrical or mechanical breakdown or derangement in order to effect recovery of **Owned Plant** or **Hired-in Plant**.

11) Indemnity to principal

Cover provided by the Policy is extended to include indemnity to the **Insured's Principal** solely to the extent required by the conditions of a **Contract** provided always that such **Principal** shall observe and be subject to the terms, Policy exclusions and conditions of the Policy in so far as they can apply.

12) JCT contract conditions

Where the **Insured** has undertaken a **Contract** under a JCT Standard Form of Building Contract 1998 (or the equivalent thereof) and there has been **Damage** caused by any of the specified perils defined in that **Contract**, the **Insurer** agrees, so far as is required by the terms of any sub-contract, not to pursue any rights of subrogation in respect of such **Damage**, against sub-contractors directly engaged by the **Insured**.

13) Loss of keys

The **Insurer** will pay the cost of replacing the cylinder of the lock of any immobilising device which is permanently fitted to **Owned Plant** or **Hired-in Plant** as a result of the key to the device having been lost or stolen provided always that the **Insurer's** liability shall be limited to £2,500 each and every claim. The excess as stated in the **Schedule** shall not apply to this extension.

14) Loss prevention expenses

The **Insurer** will pay the reasonable and necessary costs incurred by the Insured to protect **Covered Items** from imminent **Damage** caused by or resulting from a cause not otherwise excluded provided always that the **Insurer's** liability shall be limited to £50,000 each and every claim.

15) Marine 50/50 clause

In the event of **Damage** to the **Covered Items** due to an event otherwise insured hereunder, being discovered after the risk has terminated under any marine insurance policy effected by the **Insured** and after proper investigation it is not possible to ascertain if the cause of such **Damage** happened prior to or after the termination of the marine venture, it is understood and agreed that the **Insurer** shall contribute 50% of the properly adjusted claim provided that the marine insurers also agree to a 50% contribution.

Such contributions shall be without prejudice to subsequent final apportionment of the claim as may be agreed between the **Insurer** and the marine insurers in the light of the terms and conditions of the respective policies.

Should settlement of any claim be made as described within this extension it is understood that the applicable excess as stated in the **Schedule** shall be reduced proportionately to the contribution made by the **Insurer** under the Policy.

16) Offsite storage

The **Insurer** will pay for **Damage** to **Materials** whilst in store at any location within the **Territorial Limits** other than the **Contract Site** provided always that:

(a) the **Insured** is responsible for such **Damage** under the terms of a **Contract**; and

(b) the value of **Materials** in store does not exceed £250,000 unless the **Insurer's** prior written consent has been obtained.

17) Plans and documents

The **Insurer** will pay the reasonable and necessary clerical costs incurred by the **Insured** in order to reproduce plans, documents and records prepared in respect of the **Contracts Insured** including all technical information contained thereon in consequence of **Damage** (as covered by the Policy) but always excluding the value of the information contained therein provided always that the **Insurer's** liability shall be limited to £50,000 each and every claim.

18) Professional fees

The **Insurer** will pay for architects, surveyors, consulting engineers or other professional fees necessarily incurred in the reinstatement of the **Contract Works** following **Damage** for which the **Insured** has admitted liability but not the cost of

preparing a claim under the Policy provided always that the **Insurer's** liability shall not exceed 15% of the Limit of Liability for **Contract Works** as stated in the **Schedule**.

19) Public authorities

The **Insurer** will pay the additional cost of reinstatement of the **Contract Works** following **Damage** for which the **Insurer** has admitted liability incurred solely to comply with building or other regulations under any act of parliament or with bylaws of any municipal local or European Union directive provided always that:

(a) the **Insurer** shall not be liable for the cost incurred:

- (i) in complying with any of the regulations or by-laws under which notice had been served on the **Insured** prior to the **Damage**; or
- (ii) in respect of undamaged **Contract Works** other than alterations necessary as part of the re-instatement; or
- (iii) in respect of any rate, tax duty, development or other charge which may become payable following compliance with such regulations or by-laws.

(b) the work or reinstatement must be commenced and carried out without delay and may be carried out upon another site subject to the **Insurer's** liability not being increased thereby.

20) Repair investigation costs

The **Insurer** will pay the cost incurred in repair investigations and tests by consulting engineers following **Damage to Covered Items** for which the **Insurer** has admitted liability provided always that:

(a) the **Insurer's** prior written agreement has been obtained; and

(b) the **Insurer's** liability shall be limited to £10,000 during any one **Period of Insurance**; and

(c) the **Insurer** shall not be liable under this extension for any cost incurred in preparing a claim under the Policy.

21) Security devices

The **Insurer** will pay for **Damage** to any security device specifically designed for the physical protection of **Owned Plant** or **Hired-in Plant** provided always that the **Insurer's** liability shall be limited to £2,500 each and every claim. The excess as stated in the **Schedule** shall not apply to this extension.

22) Speculative building

The **Insurer** will pay for **Damage** to property being built or erected by the **Insured** other than under a **Contract**. In respect of such property cover shall cease to apply:

(a) in respect of flats or maisonettes from:

- (i) the date on which more specific insurance is arranged; or
- (ii) three months after the date of completion of the work of building or erecting the last property in that block of flats or maisonettes whichever is the earlier.

(b) in respect of other property from:

- (i) the date such property is sold or let; or
- (ii) 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.

For the purpose of this extension only, completion shall mean completion apart from a prospective purchaser's or tenant's choice of decorations and/or final fitments.

23) Transit by water

The **Insurer** will pay for **Damage to Covered Items** whilst in transit by water anywhere within the **Territorial Limits** provided always that:

- (a) the journey on water is by a recognised roll on/roll off ferry route; and
- (b) the **Insurer's** liability shall be limited to £50,000 each and every claim.

24) 72 hour weather loss clause

The **Insurer** agrees that any **Damage to Covered Items** arising during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one claim in accordance with General Exclusion 10 ('Excess').

For the purpose of this clause the commencement of any such 72 hour period shall be decided at the **Insured's** discretion it being understood and agreed however that there shall be no overlapping of any two or more such 72 hour periods in the event of **Damage** occurring over a more extended period of time.

## CONDITIONS

### Application of excess

In the event of a single event giving rise to a claim under more than one part insured under the Policy, then only one excess (being the greater of the applicable excesses) shall apply.

### Basis of settlement

In the event of **Damage** covered under the Policy, the basis upon which the amount payable is calculated shall be:

1) for **Contract Works**:

- (a) the actual cost of repair, reinstatement or replacement of property in a condition equal to, but not better or more extensive than its condition when new; and
- (b) include supplementary charges such as custom dues packing freight profit to the extent that they were originally allowed for in the estimates provided that such property is actually repaired or replaced by the **Insured** (unless a cash settlement is agreed by the **Insurer**) within a reasonable period of time following the loss.

2) for **Owned Plant**:

- (a) which at the time of **Damage** is less than one (1) year old (from the date of delivery to the Insured as new from the manufacturer or its agent) - the full cost to repair or replace without deduction for wear, tear or gradual deterioration; or
- (b) which at the time of **Damage** is more than one (1) year old - the full cost to repair or replace with deduction for wear, tear or gradual deterioration provided that such **Owned Plant** is actually repaired or replaced by the **Insured** (unless a cash settlement is agreed by the **Insurer**) within a reasonable period of time following the loss.

In respect of partial **Damage** the **Insurer** may, at their option, make no deduction for wear, tear or gradual deterioration of replacement parts.

3) for **Hired-in Plant**:

- (a) which is hired under a hiring contract or agreement no more onerous than the Construction Plant-hire Association or the Scottish Plant Owners Association conditions the full cost to repair or replace with deduction for wear, tear or gradual deterioration; or

(b) which is hired under Hire Association Europe conditions the full cost to repair or replace without deduction for wear, tear or gradual deterioration.

Any payment shall not exceed the amount the **Insured** is legally or contractually liable for under the terms of the hiring agreement.

4) for **Employees' Tools**, the full cost to repair or replace without deduction for wear, tear or gradual deterioration.

### **Multiple insureds**

In the event that the **Insured** consists of more than one party or legal entity, the liability of the **Insurer** shall not exceed the amount for which they would have been liable had **Damage** been sustained by any one of such insured parties or legal entities.

### **Cessation of work**

In the event of stoppage of work by the **Insured** on any **Contract Site** from any cause for a period of 90 consecutive days cover in respect of **Contract Works** shall be suspended unless its continuance be agreed in writing by the **Insurer**.

In the event of such total or partial cessation of work, the **Insured** shall use due diligence and do all things reasonably practicable to protect the **Covered Items**.

### **Housing Regeneration Act**

Upon receipt by the **Insured** of a Notice of Adjudication relating to any circumstances which have given or may give rise to a claim under the Policy, the **Insured** shall provide notice to the **Insurer** within 5 (five) working days.

A Notice of Adjudication means any notice issued by a party to a **Contract** to which the Housing Grants Construction and Regeneration Act 1996 or any regulations or other subordinate legislation including any subsequent legislation applies stating an intention to refer a dispute under the **Contract** to adjudication.

### **Joint Code of Practice**

The **Insured** undertakes to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation, ninth edition, or any subsequent amendment to or revised edition thereof current at inception (or subsequent renewal if applicable) of the Policy ('the Joint Code').

This Condition shall apply if the estimated total contract price is £2,500,000 or more. For the purpose of the Joint Code, if the estimated total contract price exceeds £20,000,000, it shall be deemed to be a large project.

The **Insurer's** appointed representative shall have the right at all reasonable times to enter and inspect the **Contract Site** for the purpose of checking whether the conditions thereon in all respects comply with the Joint Code.

In the event of the **Insurer** becoming aware of a breach of the Joint Code, they may inform the **Insured's** construction site management of the nature of the breach, specifying the remedial measures required ('the Remedial Measures') and the period within which these must be completed.

Where the **Insurer** considers such breach is of sufficient importance they may confirm the same by notice in writing ('the Notice') to the **Insured** and their **Principal**.

The Notice, at the **Insurer's** discretion, may suspend cover in respect of **Contract Works** from the date named in the Notice (not being a date earlier than the date named for completion of the Remedial Measures), it being understood that upon suspension, such cover shall be reinstated when the **Insurer** is satisfied that the Remedial Measures have been completed. The Notice shall be given by registered post, recorded delivery, facsimile transmission, email or by hand.

This Condition shall not in itself be considered a condition precedent to liability but its inclusion shall not prejudice waive or remove the **Insurer's** rights under the terms of the Policy.

In the event of cancellation only (and other than in respect of Fraud, the **Insurer** agrees to return to the **Insured** a pro-rata proportion of the relevant part of the policy premium.

#### **Series loss**

If the development or discovery of a defect in any of the **Covered Items** shall indicate or suggest that a similar defect exists in other parts of the **Covered Items**, the **Insured** shall forthwith investigate and if necessary rectify the defect in such other parts at their own expense, or alternatively bear all loss arising out of the said defect.

#### **Value added tax**

To the extent that the **Insured** is accountable to the tax authorities for value added tax ('VAT'), all terms in the Policy shall be exclusive of such tax unless the:

1. the **Insured** cannot recover VAT in whole or in part; and
2. estimates provided include any such non-recoverable VAT at the current rate.

## SECTION D – ESSENTIAL BUSINESS LEGAL

### INSURING CLAUSE

Following an **Insured Occurrence**, as provided for below, the **Insurer** will pay **Legal Costs & Expenses** including the cost of appeals (and compensation awards under **Insured Occurrence 2 (Employment Compensation Awards)**) up to the limit of indemnity and aggregate limit specified in the **Schedule** for this **Section** for all claims related by time or originating cause subject to all the following requirements being met:

- 1) the **Insured Individual** keeps to the terms of this Policy and cooperates fully with **ARAG**.
- 2) the **Insured Occurrence** arises in connection with the **Business** and occurs within the **Territorial Limits**.
- 3) the claim:
  - (a) always has **Reasonable Prospects of Success** and
  - (b) is reported to **ARAG**:
    - (i) during the **Period of Insurance** and
    - (ii) as soon as the **Insured Individual** first becomes aware of circumstances which could give rise to a claim.
- 4) unless there is a conflict of interest, the **Insured Individual** always agrees to use the **Appointed Advisor** chosen by **ARAG** in any claim:
  - (a) to be heard by the **Small Claims Court** or an Employment Tribunal and/or
  - (b) before proceedings have been or need to be issued.
- 5) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limits**.

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

### INSURED OCCURRENCE

#### 1) Employment

A dispute between the **Insured** and the **Insured's Employee**, ex-**Employee**, prospective **Employee** or any person who alleges to have entered into a contract of service with the **Insured**, arising from a breach or an alleged breach of their:

- (a) contract of service with the **Insured** and/or
- (b) related legal rights.

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

- (i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
  - (ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- have been or ought to have been concluded.

The **Insurer** shall not provide cover for any claim arising from or relating to:

- (1) any claim that arises from a challenge by a person engaged by the **Insured** to perform work as a self-employed contractor, to the effect that they should qualify for worker rights.
- (2) the pursuit of an action by the **Insured** other than an appeal against the decision of a court or tribunal.
- (3) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of cover under this **Section**, except where the **Insured** have had equivalent cover in force up until the start of this policy.
- (4) **Legal Costs & Expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal.



(5) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**.

## 2) **Employment Compensation Awards**

Following a claim **ARAG** have accepted under **Insured Occurrence 1 (Employment)**, the **Insurer** will pay any:

- (a) basic and compensatory award awarded against the **Insured** by a tribunal or
- (b) an amount agreed by **ARAG** in settlement of a dispute.

Provided that compensation is:

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

The **Insurer** shall not provide cover for Compensation awards or settlements relating to:

- (1) any claim that arises from a challenge by a person engaged by the **Insured** to perform work as a self-employed contractor, to the effect that they should qualify for worker rights.
- (2) money due to an **Employee** under a contract or a statutory provision relating thereto.
- (3) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council.
- (4) civil claims or statutory rights relating to trustees of occupational pension schemes.

## 3) **Employment Restrictive Covenants**

- (a) A dispute with the **Insured's Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where the **Insured** are seeking financial remedy or damages. Provided that the restrictive covenant:
  - (i) is designed to protect the **Insured's** legitimate business interests, for a period not exceeding 12 months and
  - (ii) is evidenced in writing and signed by the **Insured's Employee** or ex-**Employee**, and
  - (iii) extends no further than is reasonably necessary to protect the interests of the **Insured**, and
- (b) A dispute with another party who alleges that the **Insured** has breached their legal rights protected by a restrictive covenant.

## 4) **Tax disputes**

- (a) A formally notified enquiry into the **Insured's** business tax .
- (b) A dispute about the **Insured's** compliance with HMRC regulations relating to the **Insured's Employees**, workers or payments to contractors.
- (c) A dispute with HMRC about Value Added Tax

Provided that:

- (i) the **Insured** keeps proper records in accordance with legal requirements, and
- (iii) in respect of any appealable matter the **Insured** has requested an Internal Review from HMRC where available.

The **Insurer** shall not provide cover for any claim arising from or relating to:

- (1) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- (2) an investigation by the Fraud Investigation Service of HMRC.
- (3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to an **Insured Individual's** financial arrangements.
- (4) any enquiry that concerns assets, monies or wealth outside of the United Kingdom.
- (5) the **Insured's** failure to register for VAT.

## 5) **Property**

A dispute relating to material property which the **Insured** owns or is the **Insured's** responsibility:

- (a) following an event which causes physical damage to the **Insured's** material property.
- (b) following a public or private nuisance or trespass.
- (c) which the **Insured** wishes to recover or repossess from an **Employee** or ex-**Employee**.

The **Insurer** shall not provide cover for any claim arising from or relating to:

- (i) a contract between the **Insured** and a third party except for a claim under 5 (c) above.
- (ii) goods in transit or goods lent or hired out.
- (iii) compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.
- (iv) a dispute with any party other than the party who caused the damage, nuisance or trespass.

## 6) **Legal Defence**

(a) A criminal investigation and/or enquiry by:

- (i) the police, or
- (ii) other body with the power to prosecute

where it is suspected that an offence may have been committed that could lead to an **Insured Individual** being prosecuted.

- (b) An offence or alleged offence which leads to an **Insured Individual** being prosecuted in a court of criminal jurisdiction.
- (c) A motor prosecution brought against the **Insured's** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

The **Insurer** shall not provide cover for any claim arising from or relating to a parking offence.

## 7) **Compliance and Regulation**

- (a) Receipt of a Statutory Notice that imposes terms against which the **Insured** wishes to appeal.
  - (b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
  - (c) A civil action alleging wrongful arrest arising from an allegation of theft.
  - (d) A claim against the **Insured** for compensation under the Data Protection Act 2018 provided that:
    - (i) the **Insured** is registered with the Information Commissioner.
    - (ii) the **Insured** is able to evidence that the **Insured** has in place a process to:
      - investigate complaints from data subjects regarding a breach of their privacy rights; and
      - offer suitable redress where a breach has occurred and that the **Insured's** complaints process has been fully engaged.
- a) A civil action alleging that an **insured** has
- i) committed an act of unlawful discrimination; or
  - ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your employees**.

The **Insurer** shall not provide cover for any claim arising from or relating to:

- (i) the pursuit of an action by the **Insured** other than an appeal.
- (ii) a routine inspection by a regulatory authority.

(iii) a Health and Safety Executive Fee for Intervention.

(iv) a claim brought against **your business** where unlawful discrimination has been alleged.

8) **Statutory Licence Appeals**

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

9) **Loss of Earnings**

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

The **Insurer** shall not provide cover for any sum which can be recovered from the court or tribunal.

10) **Personal Injury**

An event that causes bodily injury to, or the death of, an **Insured**.

The **Insurer** will not provide cover for any claim arising from or relating to a condition, illness or disease which develops gradually over time.

11) **Executive Suite**

This Insured event applies only to the principal, executive officers, directors and partners of the **Insured's Business**.

- a) An HMRC enquiry into the executive's personal tax affairs
- b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from the **insured's Business**.
- c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline.
- d) A dispute that arises from the terms of the **Insured's Business** partnership agreement that is to be referred to mediation.
- e) Crisis communication as described in Insured event 12 below shall be available to the principal, executive officers, directors and partners of the business for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

12) **Crisis Communication**

Following an **Event** which causes the **Insured's Business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on the **Insured's Business**, **ARAG** will:

- (a) liaise with the **Insured** and the **Insured's** solicitor (whether the solicitor is an **Appointed Advisor** under this policy, or acts on the **Insured's** behalf under any other policy), to draft a media statement or press release and/or
- (b) prepare communication for the **Insured's** staff/customers/suppliers and/or a telephone or website script or social media messaging and/or
- (c) arrange, support and represent an **Insured Individual** at an event which media will be reporting and/or
- (d) support an **Insured Individual** by taking phone calls/emails and managing interaction with media outlets and/or
- (e) support and prepare an **Insured Individual** for media interviews

provided that the **Insured** has sought and followed advice from **ARAG's** Crisis communication helpline.

The **Insurer** shall not provide cover for any claim arising from or relating to:

- (i) matters that should be dealt with through the **Insured's** normal complaints procedures.
- (ii) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.
- (iii) **Legal Costs & Expenses** in excess of £25,000.

### Extension to the Territorial Limits for Insured Occurrences 6 and 7 only

In respect of **Insured Occurrence 6 (Legal Defence)** and **Insured Occurrence 7 (Compliance & Regulation)** only, the **Territorial Limits** shall be extended to include Norway, Switzerland and the countries of the European Union.

### EXCLUSIONS

The **Insurer** shall not provide cover for any claim arising from or relating to:

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

### CONDITIONS

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

- 1) An **Insured Individual's** responsibilities  
An **Insured Individual** must:
  - (a) tell **ARAG** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour.
  - (b) cooperate fully with **ARAG**, give the **Appointed Advisor** any instructions **ARAG** require, and keep them updated with progress of the claim and not hinder them.
  - (c) take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**.
  - (d) keep **Legal Costs & Expenses** as low as possible.
  - (e) allow the **Insurer** at any time to take over and conduct any claim in an **Insured Individual's** name.
- 2) Freedom to choose an **Appointed Advisor**
  - (a) In certain circumstances, as set out in (b) below, an **Insured Individual** may choose an **Appointed Advisor**. In all other cases no such right exists and **ARAG** shall always choose the **Appointed Advisor**.

- (b) If:
- (i) **ARAG** agree to start proceedings or proceedings are issued against an **Insured Individual**, or
  - (ii) there is a conflict of interest

an **Insured Individual** may choose a qualified **Appointed Advisor** except where an **Insured Individual's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **ARAG** shall always choose the **Appointed Advisor**.

- (c) Where an **Insured Individual** wishes to exercise the right to choose, an **Insured Individual** must write to **ARAG** with their preferred representative's contact details. Where an **Insured Individual** chooses to use their preferred representative, the **Insurer** will not pay more than the **Insurer** would pay a solicitor from **ARAG's** panel. (**ARAG's** panel solicitor firms are chosen with care and the **Insurer** agrees special terms with them including rates which may be lower than those available from other firms.)
- (d) If an **Insured Individual** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **ARAG's** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured Individual**, cover will end immediately.

### 3) Consent

- (a) An **Insured Individual** must agree to **ARAG** having sight of the **Appointed Advisor's** file relating to an **Insured Individual's** claim. An **Insured Individual** is considered to have provided consent to **ARAG** or **ARAG's** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- (b) an **Insured Individual** under this **Section** must have the **Insured's** permission to claim hereunder.

### 4) Settlement

- (a) the **Insurer** can settle the claim by paying the reasonable value of an **Insured Individual's** claim.
- (b) An **Insured Individual** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **ARAG's** written agreement.
- (c) If an **Insured Individual** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserve the right to refuse to pay further **Legal Costs & Expenses**.

### 5) Barrister's opinion

**ARAG** may require an **Insured Individual** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports an **Insured Individual**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **ARAG**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured Individual** and on the **Insurer**. This does not affect the **Insured Individual's** right under Condition 6 below.

### 6) Arbitration

If any dispute between an **Insured Individual** and **ARAG** arises from this policy, an **Insured Individual** can make a complaint to **ARAG** as provided for in the Policyholder Information Statements near the beginning of this policy and the **Insurer** will try to resolve the matter. If **ARAG** are unable to satisfy an **Insured Individual's** concerns and the matter can be dealt with by the Financial Ombudsman Service an **Insured Individual** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **ARAG** and the **Insured** fail to agree on a suitable person to arbitrate the matter **ARAG** will ask the President of the relevant Law Society to nominate an arbiter. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

### 7) Other insurance

The **Insurer** will not pay more than the **Insurer's** fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

- 8) Fraudulent claims and claims tainted by dishonesty
- (a) If an **Insured Individual** makes any claim which is fraudulent or false, this **Section** shall become void and all benefit under it will be lost.
  - (b) An **Insured Individual** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that an **Insured Individual** has breached this condition and that the breach has:
    - (i) affected **ARAG's** assessment of **Reasonable Prospects of success**, and/or
    - (ii) prejudiced any part the outcome of the **Insured Individual's** claimthe **Insurer** shall have no liability for **Legal Costs & Expenses**.
- 9) Acts of parliament, statutory instruments, civil procedure rules & jurisdiction
- All legal instruments and rules referred to within this **Section** shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.
- 10) Contracts (Rights of Third Parties) Act 1999
- A person who is not an **Insured Individual** under this contract has no right to enforce the terms and conditions of this **Section** under the Contracts (Rights of Third Parties) Act 1999.

#### **ADDITIONAL SERVICES HELPLINES**

These helplines are only available if **Section D** is shown in the **Schedule** as being covered.

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

#### **Legal and Tax Advice 0344 571 7978**

If the **Insured** has a legal or tax problem relating to the **Insured's Business**, **ARAG** recommend the **Insured** call **ARAG's** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business-related legal matters within UK and EU law and tax matters within the UK. The **Insured's** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

#### **Redundancy Approval 0117 917 1698**

**ARAG** can arrange for specialist advice if the **Insured** is planning redundancies. This will assist the **Insured** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays) and is subject to a charge.

#### **Crisis Communication 0344 571 7964**

If the **Insured** is concerned about an event that may result in negative publicity which could affect the **Insured**, the **Insured** can access professional public relations support from **ARAG's** Crisis Communication experts. Where possible, initial advice for the **Insured** to act upon will be provided over the phone, but if the **Insured's** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to the **Insured** paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage the **Insured's Business**, the **Insured** are insured against the costs of crisis communication services under **Insured Occurrence 11 (Crisis Communication)** when the **Insured** use this helpline.

**Counselling Assistance 0333 000 2082**

For an **Employee** (including family members permanently living with them) needing confidential help and advice, **ARAG's** qualified counsellors are available to provide telephone support on any matter that is causing them upset.

**Business Legal Services**

Register today at: [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code **X1232K545CA3** to access the law guide and download legal documents to help with commercial legal matters.

## GENERAL EXCLUSIONS

The following Exclusions apply to all **Sections** of this Policy unless stated otherwise.

The **Insurer** shall not provide cover:

### 1) **Hazardous Works**

in respect of:

- (a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 15 metres in height when such work forms an ancillary part of a contract for construction, alteration or repair.
- (b) the construction, alteration, maintenance or repair of bridges, piers, docks, seawalls, viaducts, towers, steeples, chimney shafts or blast furnaces.
- (c) underpinning, pile driving, quarrying, tunnelling, mines or subaqueous.
- (d) the use of explosives.
- (e) the handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing **Asbestos** fibre. However, where such activities do not form part of the **Insured's** contract this exclusion shall not apply to legal liability arising from:

- (i) the accidental discovery of materials known or suspected to be **Asbestos** or to contain **Asbestos** fibre
- (ii) the investigation of any such suspect materials

provided always that:

- (a) immediately upon discovery as defined in (i) above all work ceases until the composition of all such materials is established.
  - (b) any subsequent handling, removal, stripping out, demolition, transportation or disposal of **Asbestos** or materials containing **Asbestos** fibre is carried out by qualified licensed subcontractors on terms which indemnify the **Insured** for liability arising out of such work.
- (f) any work undertaken airside or on aircraft, hovercraft, railways, railway rolling stock, watercraft or trackside.
  - (g) **Offshore Activity.**
  - (h) the sale, supply, hire or erection of spectator stands.
  - (i) the use of cradles, slings and the like.
  - (j) any work carried out at a depth greater than 0.5 metre below ground level.
  - (k) any work carried out at a height in excess of 15 metres above ground level.
  - (l) the external cleaning of windows above ground level.
  - (m) any work of tree felling, lopping or tree surgery.
  - (n) any work on or in connection with petrol stations or forecourts, refineries or nuclear installations.

### 2) **War and similar risks**

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or

arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost expense or liability:

- (i) war, invasion, act(s) of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military



or usurped power or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.

(ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.

This exclusion does not apply to the Employers' Liability **Section**.

### 3) **Radioactive and Other Contamination**

in respect of any **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

### 4) **Date Recognition**

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any:
  - (i) computer **Data** processing equipment or media **Microchip** integrated circuit or similar device or
  - (ii) other equipment or **System** for processing, storing or retrieving **Data** or
  - (iii) computer software

whether **the Insured's Property** or not to:

- (a) recognise correctly any date as its true calendar date
- (b) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than as its true calendar date
- (c) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the loss of **Data** or the inability to capture, save, retain or correctly process such **Data** on or after any date

This exclusion does not apply to the Employers' Liability **Section**.

### 5) **Loss of Electronic Data**

under this Policy in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising from any damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** arising from any cause whatsoever (including but not limited to **Virus**) or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or event contributing concurrently or in any sequence to the damage, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense.

Provided that this Policy Exclusion shall not apply to the cover provided under the Public Liability and Products Liability **Section** for the **Insured's** legal liability in respect of accidental:

- (i) **Bodily Injury** to any person.
- (ii) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

This exclusion does not apply to the Employers' Liability **Section**.

6) **North America**

for liability arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

7) **Punitive, Exemplary and Aggravated Damages**

for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

8) **Terrorism**

in respect of any:

(a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss

(b) legal liability of whatsoever nature

caused by resulting from or in connection with:

any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss

(i) any action taken in controlling preventing suppressing or in any way relating to the act of **Terrorism**

(ii) if the **Insurer** alleges that by reason of this exclusion any **Damage** cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon the **Insured**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

This exclusion does not apply to the Employers' Liability **Section**.

9) **Sanction Limitation and Exclusion**

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 the **Insurer** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, Switzerland, United Kingdom or United States of America.

10) **Excess**

for the amount stated in the **Schedule** as the excess in respect of each and every claim for which the **Insured** is indemnified by the Policy.

## GENERAL CONDITIONS

The following Conditions apply to all **Sections** of this Policy unless stated otherwise.

### 1) **Claims Notification**

In the event of an occurrence which may give rise to a claim under this Policy:

The **Insured** will:

- (a) give written notice to the **Insurer** as soon as reasonably practicable of any circumstance which may give rise to a claim under this Policy with full particulars of such circumstance. All claims should be notified to the **Insurer** using one of the methods described in the Customer Information Statements section near the beginning of this Policy.
- (b) notify the police authority immediately it becomes evident that **Damage** has been caused by theft or attempted theft or by malicious persons.
- (c) preserve any damaged or defective parts of **Covered Items** for inspection by the **Insurer's** representatives.
- (d) provide all additional information the **Insurer** may require within the time stipulated by the **Insurer**.
- (e) forward unanswered to the **Insurer** immediately they are received every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (f) give immediate notice in writing to the **Insurer** of any impending prosecution, inquest or fatal accident inquiry.
- (g) at all times and in addition to the obligations set out above forward such information to and cooperate with the **Insurer** or its appointed agents to allow the **Insurer** to be able to comply with such relevant practice directions and pre-action protocols as may be in force.
- (h) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Damage** or **Bodily Injury**.
- (i) give immediate notice in writing to the **Insurer** if the **Insured** becomes aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

### 2) **Claims (Contribution)**

If at the time of any occurrence there is or but for the existence of this insurance there would be any other insurance covering the same liability or for which the **Insured** is entitled to indemnity, the **Insurer** shall not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this Insurance not been effected.

### 3) **Conduct and Control**

It is a condition of this Policy that no admission, offer, promise or payment shall be made or given by the **Insured** or on the **Insured's** behalf without the **Insurer's** written consent.

The **Insurer** shall be entitled if the **Insurer** so desires to take over and conduct in the **Insured's** name the defence or settlement of any claim or to prosecute in **the Insured's** name for the **Insurer's** benefit any claim for damages or otherwise.

The **Insurer** shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against the **Insured** and the **Insured** shall give all such information and assistance as the **Insurer** may require.

### 4) **Discharge of Liability**

The **Insurer** may at any time at its sole discretion pay to the **Insured** the Limit of Liability for the **Section** under which a claim is being made (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against the **Insured** can be settled and the **Insurer** shall not be under any further liability in respect of such claim or claims.

## 5) Survey

It is understood and agreed that this Policy is subject to a satisfactory survey (within 45 days of inception). The **Insurer** reserves the right, notwithstanding any Policy terms and conditions, as follows:

- (a) in the event that the survey proves unsatisfactory in the **Insurer's** opinion, to cancel cover immediately and with no prior notice.
- (b) to alter or amend the terms and conditions of this Policy.
- (c) to require that the **Insured** complies with the recommendations or requirements of the surveyor at the **Insurer's** discretion and within a time period set by the **Insurer**.
- (d) in the event a survey is cancelled on the day of the agreed visit or the agreed staff member/members of the **Insured** are not on site for said visit, the **Insured** will be liable for the surveyor's cancellation fee.

## 6) Alteration of Risk

The cover under this Policy will cease if after the commencement of this insurance:

- (a) the **Insured's** interest ceases except by death.
- (b) the **Insured's Business** be wound up or carried on by a liquidator or administrator or receiver or permanently discontinued.

## 7) Fraud

If the **Insured** makes a fraudulent claim under this Policy the **Insurer** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurer** may recover from the **Insured** any sums that the **Insurer** has already paid to the **Insured** in respect of the fraudulent claim. The **Insurer** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

## 8) Cancellation

The **Insurer** may cancel this Policy at any time by providing the **Insured** with 14 days notice of cancellation by recorded delivery letter to the **Insured's** last known trading address.

If this Policy is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (a) claims made under this Policy for which the **Insurer** has made a payment
- (b) claims made under this Policy which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to the **Insurer**

the **Insured** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

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

If this Policy is cancelled the **Insured** must return to the **Insurer** any current certificate of insurance that has been issued to the **Insured** as a statutory requirement to provide evidence of cover.

## 9) Claims (Subrogation)

The **Insured** and any claimant under this Policy shall at the **Insurer's** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for or making good any **Damage** under this **Policy** whether such acts and things shall be or become necessary or required before or after the **Insurer** indemnifies the **Insured**.

#### 10) **Premium Adjustment**

If the premium for any **Section** or any part thereof is based on estimates an accurate record containing all particulars relative thereto shall be kept by the **Insured**.

At all times the **Insured** will allow the **Insurer** to inspect such record and shall supply such particulars as the **Insurer** may require within one month from the expiry of each **Period of Insurance** and the premium shall thereupon be adjusted by the **Insurer** subject to any Minimum Premium as stated in the **Schedule** being retained by the **Insurer**.

At the **Insurer's** request the **Insured** shall supply an auditors certificate in support of such particulars.

If the **Insured** fails to supply such particulars within the period stated by the **Insurer** the **Insurer** shall be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

#### 11) **Reasonable Precautions**

The **Insured** shall take all reasonable precautions:

- (a) to prevent any occurrence which may give rise to a claim under this Policy.
- (b) to maintain its premises and machinery and everything used in its **Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

#### 12) **Rights of Third Parties**

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

#### 13) **Assignment**

The **Insured** shall not assign any of the rights or benefits under this Policy and/or any **Section** of this Policy without the **Insurer's** prior written consent.

The **Insurer** will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this Policy and/or any **Section** of this Policy.