

# Pest Control

## Insurance Policy





**Underwritten by QBE Europe SA/NV and/or QBE UK Limited**

This *policy* has been exclusively arranged by:

**SUTTON SPECIALIST RISKS LIMITED**

**Bull Wharf, Redcliff Street  
Bristol  
BS1 6QR**

**Telephone: 0117 930 0100**

**e-mail: [info@ssr.co.uk](mailto:info@ssr.co.uk)**

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

**Authorised and regulated by the Financial Conduct Authority  
Registration Number 306946**

This *policy* has been issued through Sutton Specialist Risks Limited and any claims or underwriting queries should be forwarded to them at the above address.

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## The Agreement

### 1 Parties to this agreement

This **policy** is between **you** and **us** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully. Please refer to the **schedule** for confirmation of the level of cover **you** have chosen. If no Section heading appears in the **schedule** or the phrase 'Not Insured' is shown against that heading **you** have no cover under that Section.

**We** have relied upon the information **you** have provided and/or information agreed between **you** and **us** by way of a **proposal form, statement of fact** or otherwise. This information has been used by **us** to assess the terms and premium for this contract of insurance.

It is very important that the information remains up to date and is correct – if it is not then **we** may not pay **your** claim, **we** may void **your policy** or impose additional conditions, charge an additional premium or reduce **your** claim proportionately (please read General Terms and Conditions - Duty of fair presentation – remedies for breach)

### 2 Words in bold Italics

Words in **bold italics** typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General Definitions and Section definitions.

### 3 Policy period and premium

- 3.1 The **policy** will provide insurance as described herein for the **period of insurance** provided indemnity under the **policy** is conditional upon the payment of the premium(s) and other charges being paid as and when they fall due to the **Insurer** as shown in the **schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.
- 3.2 The premium is deemed paid and accepted on receipt by the **Insurer** or the coverholder as shown on the **schedule** holding authority to place this insurance with the **Insurer**.
- 3.3 If any premium (including a premium instalment) is not paid and accepted by the **Insurer**, the **Insurer** can give written notice to the **insured** at its address shown on the **schedule**, cancelling the **policy** with effect from the seventh (7th) day after the notice has been served. Cancellation will be prevented from taking effect and the **policy** will continue if the late premium instalment and any other remaining premium instalments are paid and accepted before the cancellation takes effect. Without prejudice to other forms of service, notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

This **policy** has been signed on the date of issue stated in the original **schedule**.

## The Agreement

In evidence of **our** intention to be bound by this insurance, **we** print the signature of **our** Chief Executive Officer.



Richard Pryce, Chief Executive Officer

### Important Note

The Sections Professional Indemnity and Directors' and Officers' Liability are covered on a 'claims made basis'. This means that the claim must be brought against **you** during the **period of insurance**.

Further the territorial limitations will change from Section to Section. In general **you** are not covered on a worldwide basis. Please read each Section to ensure that the territorial limits and indeed all other cover restrictions are acceptable. If **you** have any questions please contact Sutton Specialist Risks Limited.

### General Definitions

Certain words and expressions in the **policy** have been defined in a particular way and have the same meaning wherever they appear. These General Definitions apply throughout the **policy** and definitions applicable only to certain Sections appear at the beginning of the Section to which they relate. The defined words and expressions are shown in **bold italics**.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership or any other legal entity. References to a statute, regulation, codes or practice or trade terms of contract will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

#### 1 Act of terrorism

Act of terrorism means acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

#### 2 Airside

Airside means that part of any aerodrome, airfield, airport or military installation provided for:

- 2.1. the take-off and landing of aircraft and aerial devices or the movement of aircraft and aerial devices on the ground; and
- 2.2. aircraft parking, including any associated service roads, refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars.

#### 3 Bodily injury

- 3.1. Under all Sections apart from Property All Risks and Legal Expenses - bodily injury means death, disease, illness, physical and mental injury of or to an individual; but
- 3.2. Under Section Property All Risks solely for the purpose of Standard Clause – Personal accident assault - bodily injury means bodily injury whether fatal or otherwise caused by:
  - 3.2.1. accidental violent and external means;
  - 3.2.2. accidental drowning;
  - 3.2.3. accidental poisoning;
  - 3.2.4. accidental gassing;
  - 3.2.5. exposure; but
- 3.3. Under Section – Legal Expenses - bodily injury means death or injury caused by a specific or sudden accident.

### 4 Breakdown

Breakdown means mechanical or electrical breakdown, failure and/or derangement.

### 5 Business

Business means **your** activities as stated in the **schedule** and including:

- 5.1. provision and management of canteens, sports, social and welfare and medical organisations for the benefit of **your employees** and/or their pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to **your** operations;
- 5.2. provision of security services for **your** benefit;
- 5.3. provision of nursery, crèche or child care facilities where incidental to the **business**;
- 5.4. provision of educational facilities for **your** benefit;
- 5.5. property owners, lessors and lessees including repair refurbishment and maintenance of such property;
- 5.6. organisation of and participation in exhibitions, trade fairs, conferences and the like;
- 5.7. private work undertaken by any **employee** for any of **your** directors or partners or executives;
- 5.8. employment of subcontractors for performance of work on **your** behalf;
- 5.9. the organisation of charitable events or similar fund raising activities;
- 5.10. sponsorship of events, organisations, entities and individuals;
- 5.11. repair, maintenance and servicing of **your** own mechanically propelled vehicles;
- 5.12. sale or disposal of **your** own property and goods, including mechanically propelled vehicles owned by **you**;
- 5.13. provision of gifts and promotional material incidental to the **business**.

### 6 Circumstance(s)

Circumstance(s) means an incident, event, occurrence, dispute, fact, matter, act or omission that is likely to give rise to a **claim** or claim under this **policy**.

### 7 Claim

7.1. For Section - Professional Indemnity claim means:

- 7.1.1. the receipt by **you** of any written or verbal notice of demand for compensation made by a third party against **you**; or

## General Definitions

7.1.2. any writ, statement of claim, claim form, summons, application or other originating legal arbitral process or adjudication notice, whether civil or criminal, cross-claim, counterclaim or third or similar party notice served upon **you**; or

7.1.3. any notice of intention, whether orally or in writing, to commence legal proceedings against **you**;

and all loss, liability, expenses, and costs resulting from:

- a) one and the same negligent act, negligent error or negligent omission; or
- b) a series of negligent acts, negligent errors or negligent omissions arising out of or attributable to the same originating cause, source, event or **circumstance**; or
- c) the negligent acts, negligent errors or negligent omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated;

shall jointly constitute one claim under this **policy**, and only one **excess** shall be applicable in respect of such claim.

7.2. For Section - Directors' and Officers' liability claim means:

7.2.1. any legal, administrative or regulatory proceeding, whether civil or criminal, commenced against an **insured person** alleging that he has committed a **wrongful act**; or

7.2.2. any written or verbal communication received by an **insured person** or **company** alleging an **insured person** has committed a **wrongful act** indicating an intention to claim against such **insured person** or to complain about him in respect of such **wrongful act** to a legal, administrative or regulatory authority; or

7.2.3. any written notice served on an **insured person** requiring the **insured person** to attend an interview or provide documentation or otherwise co-operate in an administrative or regulatory investigation, where the investigation directly concerns the conduct of the **insured person** (acting in his capacity as an **insured person**) or of the affairs of the **company**; or

7.2.4. any **extradition proceedings**

## 8 Communicable disease

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

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



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regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

### 9 Computer systems

Computer systems means a computer or other equipment or component or system item which processes stores transmits or receives **data**.

### 10 Damage/damaged

Damage means:

- 10.1. loss of, destruction of or damage to tangible property; and/or
- 10.2. for Section – Public and Products (including Inefficacy) Liability loss of use of tangible property that has been lost, destroyed or damaged.

### 11 Data

Data means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### 12 Defence costs

For all sections except Section – Directors' and Officers', defence costs means:

- 12.1. costs (other than claimant costs recoverable from **you** or any **other insured party**) incurred at **your** request, with **our** prior written and continuing consent in the investigation, adjustment, appraisal, defence or settlement of a claim or an insured event or occurrence which is or may be the subject of an indemnity under the applicable insuring sections of the **policy** and which is not otherwise excluded from indemnity, including expert, legal, appeal and defence costs;
- 12.2. costs and expenses incurred by **you** with **our** prior written and continuing consent in pre-trial and case reviews;
- 12.3. pre-judgment interest awarded against **you** on that part of any judgment covered under this **policy** but where **we** offer to pay the limit of indemnity in settlement of a claim or suit, **we** will not pay any pre-judgment interest imposed or accruing after the date of such offer;
- 12.4. all interest accruing on that part of any judgment within the limit of indemnity after entry of the judgment and before **we** have paid, offered to pay or deposited in court that part of any judgment that is within the applicable limit of indemnity;
- 12.5. the cost of attendance in court as a witness at **our** request, payable at the following rates per day on which attendance is required:
  - 12.5.1. any of **your** directors or partners - GBP500;

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- 12.5.2. any **other insured party** - GBP250;
- 12.6. costs incurred at **your** request, with **our** prior written and continuing consent of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

But for Section – Directors and Officers, defence costs means:

- 12.7. all reasonable and necessary **legal costs**, charges, fees, expenses and advances in respect of the same (other than salaries, commissions, expenses or other benefits of **insured persons**) including costs directly attributable to witness attendance and any premiums paid for insurance instruments or for bonds which are required in order to defend proceedings, institute an appeal or be released on bail but without any obligation to furnish or procure such insurance instruments or bonds.
- 12.8. Defence costs do not include your own internal costs and expenses, management time or **employee** or any adjusters' fees for which we will not provide any indemnity.

### 13 Denial of service attack

Denial of service attack means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **computer systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**.

### 14 Employee(s)

- 14.1. For all Sections except Professional Indemnity, Legal Expenses and Fidelity Guarantee employee means any person whilst:
- 14.1.1. engaged under a contract of service or apprenticeship with **you**;
- 14.1.2. acting in the capacity of **your** non-executive director;
- 14.1.3. not under a contract of service or apprenticeship who is, at **your** requirement, supplied to, hired or borrowed by **you** in the course of the **business** and under **your** control, including but not limited to:
- a) persons on secondment from another company that is not an insured party under this **policy**;
  - b) labour masters or persons supplied by them;
  - c) labour only sub-contractors;
  - d) self-employed persons;
  - e) drivers or operators of hired-in plant;
  - f) persons engaged under work experience, training, study, exchange or similar schemes;
  - g) any officer or member of the organisations or services stated in the **business**;
  - h) voluntary workers, helpers and instructors;

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- i) persons working under the Community Offenders Act 1978, the Community Offenders (Scotland) Act 1978 or similar legislation;
- j) employee(s) elected on any industry users committee;
- k) prospective employees who are being assessed by **you** as to their suitability for employment;
- l) outworkers or home workers employed under contracts to personally execute any work in connection with the **business** whilst they are engaged in that work;
- m) any other person defined under Sections 32-(1), 35-(2) and 54-(3)-(b) of the National Minimum Wage Act 1998;
- n) any person a Court of Law in the **United Kingdom** deems to be an employee;

provided that **you** can always request that any such person is not treated as an employee.

14.2. For Section – Professional Indemnity only, employee(s) means any person including trainees and apprentices acting under a contract of service with **you** including **your** past and future directors.

14.3. For Section – Legal Expenses only, employee(s) means:

14.3.1. any person including trainees and apprentices acting under a contract of service with **you**.

14.3.2. A person contracted to work for **you** who works for **you** on the same basis as **your employees** and performs that work under **your** supervision and direction.

14.4. For Section – Fidelity Guarantee only, employee(s) means any person including trainees and apprentices acting under a contract of service with **you**.

14.5. For Section – Contract Works only, employee(s) also means any person named as the **insured** in the **schedule** who are the sole trader in the **business** or are a partner in the **insured**.

## 15 Event

Event means a single loss or series of losses arising out of and directly occasioned by a single common cause. However, the duration and extent of any single event shall be limited to:

15.1. seventy-two (72) consecutive hours as regards earthquake, **flood**, or **storm**;

15.2. seventy-two (72) consecutive hours and within the limits of one (1) borough, city, town or village as regards riot, civil commotion, malicious damage and vandalism.

**You** may choose when any of the periods commence and if the common cause is of greater duration than the above periods, **you** may decide to divide that common cause into two (2) or more occurrences provided that no two (2) periods overlap.

Should any such seventy-two (72) consecutive hour period extend beyond the expiry or cancellation date, **we** shall be liable as if such period had fallen entirely within the **period of insurance** of the **policy**.

## 16 Excess

Excess means the first amount that **you** must pay of each and every occurrence, **circumstance** or **insured event** but for cover by Sections - Professional Indemnity, and Directors' and Officers'

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Liability excess means the first amount that **you** must pay of each and every **claim** including **defence costs**.

The excess does not erode any limit of indemnity, limit of liability or any **sub-limit**.

### 17 Flood

Flood shall mean the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including rising water, surface water or waves; tidal waves or tidal water; overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not, but excluding earthquake and **storm**. But damage by fire, explosion or sprinkler leakage resulting from flood is not considered to be flood.

### 18 Hacking

Hacking means unauthorised access to any **computer system** whether **your** property or not.

### 19 Insured event

Insured event means an event that is not excluded in the Exclusions applying to Sections – Property All Risks; Business Interruption All Risks; Contract Works or Terrorism.

### 20 Insured person

20.1. For Section - Directors and Officers - Insured person means:

- 20.1.1. any natural person who is, was or during the **period of insurance** becomes a **director or officer** including **non-executive directors**;
- 20.1.2. the **director's or officer's** estate, heirs, legal representatives or assigns, in the event of his death or incompetence or bankruptcy, but only for a **wrongful act** or conduct performed by that **director or officer** in their capacity as such;
- 20.1.3. the lawful spouse of any **director or officer** provided that the **claim** is to enforce a judgment against that **director or officer** for a **wrongful act** or conduct performed in their capacity as such;
- 20.1.4. any **employee** of the **company**:
  - a) whilst acting in a managerial or supervisory capacity;
  - b) named as a co-defendant with a **director or officer** of a company in a **claim** in which the **employee** is alleged to have participated or assisted in the commission of a **wrongful act**;
- 20.1.5. any natural person acting as a shadow director of the **company** as defined in Section 741 of the Companies Act 1985.

20.2. For all other Sections insured person means the **insured** and **your** directors, partners, managers and **employees**.

### 21 Legal costs

Legal costs means legal costs, charges, fees, expenses and advances in respect of the same (other than salaries, commissions, expenses or other benefits of **insured persons**).

### 22 Locked Compound

Locked compound means a secure site, fenced on all sides with a gate accessed by a key or code.

### 23 Money

Money means and includes:

#### 23.1. **Negotiable money**

Negotiable money means cash bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed warrants, uncrossed postal and money orders, current postage and revenue stamps, National Savings stamps and certificates holiday with pay stamps and gift tokens National Insurance stamps (whether affixed to cards or not), debit card sales, vouchers, trading stamps, luncheon vouchers, and bills of exchange, securities for money, travel warrants, and authenticated travel tickets, phonecards and mobile telephone vouchers for **your** use or the use of any partner director or any of **your employees** in connection with **your business**, consumer redemption vouchers, and company sales vouchers, and unexpired units in franking machines all belonging to **you** or for which **you** have accepted responsibility.

#### 23.2. **Non-negotiable money**

Non-negotiable money means crossed warrants, crossed cheques, crossed giro drafts, crossed postal and money orders, crossed bankers' drafts, crossed National Girobank, cash, cheques, premium bonds, savings bonds, stamped National Insurance cards, National Savings Certificates, VAT purchase invoices, and credit card sales vouchers all belonging to **you** or for which **you** have accepted responsibility.

### 24 North America

North America means the United States of America or Canada or any territory within their jurisdiction.

### 25 Nuclear installation

Nuclear installation means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

25.1. the production or use of atomic energy;

25.2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or

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25.3. the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

### 26 Nuclear reactor

Nuclear reactor means any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

### 27 Offshore

Offshore means:

27.1. work in or on any offshore rig or platform or support or accommodation vessel for any offshore rig or platform; and

27.2. transiting to, from or between any offshore rig or platform or support or accommodation vessel.

### 28 Other insured party

Other insured party means the any of the following:

- a) **your** directors, partners, **employees** or a former **employee**;
- b) officers, members' committee and/or **employees** and voluntary helpers of **your** welfare and social organisations;
- c) officers and members of **your** security and emergency services or medical organisations (other than any qualified medical practitioner working in their professional capacities);
- d) **your** directors or partners or executives in respect of private work undertaken by any **employee** for **your** directors, partners or executives; and
- e) officers or trustees of **your** pension scheme(s), in their respective capacities as such.
- f) Any principal or any other party to the extent required by contract

### 29 Panel firm

Panel firm means any law firm that is formally appointed to **our** claims panel.

### 30 Period of insurance

Period of insurance means the period shown as such on the **schedule** which time is taken as Greenwich Mean Time unless otherwise stated.

### 31 Phishing

Phishing means any access or attempted access to **data** or information made by means of misrepresentation or deception.

### 32 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

### 33 Premises

Premises means that part of the premises specified in the **schedule** which is occupied by **you** for the purposes of the **business**.

### 34 Property insured

Property insured means tangible property described in the **schedule** to this **policy** that includes a specific **sum insured** or **limit of liability** against each or all of them and which is more specifically defined.

### 35 Proposal

Proposal means any information supplied by or on **your** behalf, deemed to be a **statement of fact**, a completed proposal form; any other questionnaire or relevant information that **we** may require.

### 36 Public authority

Public authority means any national, regional, local or municipal government or any national or international organisation with the responsibility to promote and protect public health.

### 37 Retroactive date

Retroactive date means:

- 37.1. the date of the first day of this **period of insurance**; or
- 37.2. if earlier, the inception date of proven continuous unbroken insurance cover held and for the relative cover or extension.
- 37.3. the retroactive date shown on the **schedule**.

### 38 Safety critical

Safety critical means a location where a safety critical system or life critical system is in place whose failure or malfunction may result in loss of life, significant property damage or damage to the environment.

### 39 Schedule

Schedule means the document titled schedule that includes the name and address of the **insured**, the premium and other variables to this **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. Schedules may be reissued from time to time where each successor overrides the earlier document.

### 40 Specified perils

Specified perils means fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, **damage** to or movement of buildings or structures, plant or machinery other than any **computer system, data** or **money**.

### 41 Statement of fact

Statement of fact means the document **we** send to **you** that records all the information supplied to **us** by or on **your** behalf for the assessment of **your** eligibility for this insurance and its terms including the premium applicable to this **policy**.

### 42 Storm

Storm shall mean storm, windstorm, hurricane, tornado, tempest, cyclone and typhoon including ensuing **damage** caused by water that backs up from a sewer or drain as a direct result thereof, but excluding **flood** and earthquake;

### 43 Sub-limit of liability/Sub-limit of indemnity/Sub-limit

Sub-limit of liability/Sub-limit of indemnity/Sub-limit means the maximum liability payable under a specified section, clause, endorsement or other part of this **policy** and is deemed to be part of and not in addition to the limit liability, limit of indemnity or **sum insured** unless expressly stated otherwise.

### 44 Sum(s) insured

Sum(s) insured means the sum specified as the sum insured in the **schedule** and is **our** maximum liability for losses relating to the listed item.

### 45 Territorial limits

45.1. For Legal Expenses Section insured incidents **Legal defence** (excluding **6.5 Statutory notice appeals** and **Personal injury**):

The **United Kingdom**, the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

45.2. For Legal Expenses Section and all other insured incidents territorial limits means:

The **United Kingdom**.



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45.3. For all other Sections, territorial limits are as per the **schedule**.

### 46 Terrorism

46.1. For Sections - Property All Risks, Business Interruption All Risks, Contract Works and Terrorism, terrorism means **Act of terrorism**.

46.2. For Sections – Employers’ Liability, Public and Products (including Inefficacy) Liability, Professional Indemnity, Legal Expenses, Directors’ and Officers’ Liability and Fidelity Guarantee, terrorism means

an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof and appears to be intended to:

46.2.1. intimidate or coerce a civilian population; or

46.2.2. disrupt any segment of the economy of a government de jure or de facto, state, or country; or

46.2.3. overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or

46.2.4. affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

### 47 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### 48 Virus or similar mechanism

Virus or similar mechanism means program code, programming instruction or any set of instructions intentionally constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **computer systems, data** or operations, whether involving self-replication or not. Virus or similar mechanism includes but is not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

### 49 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any **public authority** or government de jure or de facto or martial law but not including **terrorism**.

### 50 We/us/our/QBE/Insurer

50.1. **For all Sections except for Section - Legal Expenses**

We/us/our/QBE means the Insurer and registered address stated in the **schedule**

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50.2. For Section – Legal Expenses, *we/us/our/DAS/insurer* means

**DAS Legal Expenses Insurance Company Limited**

**DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH**

Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

**DAS Law Limited Head and Registered Office:**

**DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL**

Registered in England and Wales | Company Number 5417859 | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

## 51 You/your/the Insured

51.1. For all Sections except the Legal Expenses Section and Directors' and Officers' Liability Section, *you/your/the insured* means

51.1.1. the company or other organisation shown as the insured in the **schedule** ("the insured" within this definition) including **your subsidiary companies** which are in existence at the inception date of the **policy** and have been declared to **us** until such time as they may be sold or otherwise disposed of (but not excluding any liabilities incurred prior to disposal); and

51.1.2. the person or people shown as the insured in the **schedule** (also "the insured" within this definition);

51.1.3. including in either case the legal or personal representatives of the insured in respect of any claim under this **policy** on behalf of the insured.

51.2. For Section - Professional Indemnity, the *insured* also includes:

51.2.1. **your** partners and/or directors or members or **employees** during the **period of insurance** or thereafter;

51.2.2. former partners and/or former directors and/or former members and/or former **employees** of the insured;

51.2.3. any retired partner, director or member of the insured remaining as a consultant to the insured;

51.2.4. the estate, heirs and executors and/or legal/personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person.

## General Definitions

51.3. For Section - Legal Expenses *insured* means:

51.3.1. the company, firm, partnership or trading individual as specified in the ***schedule***.

51.4. For Section – Directors’ and Officers’ *insured* means:

51.4.1. the ***company*** and the ***insured person***.

## **Employers' Liability Section**

### **Definitions**

#### **1 Limit of Indemnity**

Limit of Indemnity means the sum stated in the ***schedule*** that is the maximum amount payable by ***us*** in respect of:

- 1.1. any one claim against ***you*** or series of claims against ***you***; and
- 1.2. any claim or series of claims made by ***you*** under this Section of the ***policy***;

arising out of one occurrence.

The indemnity provided by the Standard Clauses or any other amendment to this Section shall not operate so as to increase the maximum amount payable in respect of claims arising out of one occurrence.

### Employers' Liability

#### 1 Cover

**We** agree to indemnify **you** for all sums that **you** will become legally liable to pay as damages, including claimant costs recoverable from **you**, arising out of **bodily injury** caused during the **period of insurance** and sustained by an **employee** in the course of employment by **you** in the **business**, except that where such employment is undertaken outside the **United Kingdom**:

- 1.1 the **employee** must be intending to return to the **United Kingdom** following completion of the temporary overseas employment; and
- 1.2 the temporary overseas employment outside the **United Kingdom** is not intended or planned to exceed twelve (12) months duration; and
- 1.3 any temporary overseas employment undertaken in **North America** applies only to clerical, promotional, sales conference attendance and other similar non-manual work.

#### 2 Defence costs

**We** will indemnify **you** for **defence costs** following any event which is or may be the subject of indemnity under this section or any extension to this section, whether or not **bodily injury** has occurred, subject to the following:

- 2.1 these **defence costs** form part of the **limit of indemnity**;
- 2.2 **our** prior written and continuing consent must be obtained prior to such costs being incurred;
- 2.3 where a non-**panel firm** is appointed, a **legal costs sub-limit** of GBP500,000 will apply;
- 2.4 where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, **our** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** is to the total amount paid to dispose of the claim.

### Standard Clauses

#### 1 Conflict of interest

In the event of a conflict of interest between **you** and any **employee** indemnified by this Section separate representation will be arranged for each party.

#### 2 Contractual liability

Where any contract or agreement entered into by **you** so requires **we** will indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this Section to **your employees** provided that the terms and conditions of this insurance will apply as far as may be practicable.

Further, **we** will waive **our** rights of subrogation against any specified party as required by the contract or agreement.

#### 3 Data protection

**We** will indemnify **you** and any **employee** in respect of their liability to pay:

- a) any valid compensation, including any associated **defence costs**, in respect of:
  - i. **damage** or distress under section 168 of Part VI of the Data Protection Act 2018 ('DPA'); or
  - ii. material or non-material **damage** under Article 82 of the General Data Protection Regulation ('GDPR'),

first occurring during the **period of insurance** and resulting in a claim or claims brought by any **employee** against **you** and notified to **us** during the **period of insurance**; and

- b) **defence costs** in relation to a prosecution commenced during the **period of insurance** under the DPA or GDPR and incurred with **our** prior written and continuing consent.

This extension shall not apply in respect of:

1. any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any **computer system** or **data**.
2. the cost of replacing, reinstating, rectifying or erasing any personal data;
3. any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects;
4. liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under the **policy**, the effect of which would knowingly result in liability under the DPA or the GDPR;
5. claims which arise out of circumstances that are notified to any previous insurer or known to **you** at inception of the **policy**;

## Section Employers' Liability

6. liability for which indemnity is provided under any other insurance; or
7. claims or prosecutions brought against **you** outside the courts of the **United Kingdom**.

**Our** maximum liability during the **period of insurance** for all claims under this extension shall not exceed the total **limit of indemnity**.

### 4 Employees' business liability

If required this Section will indemnify any **employee** in respect of a claim made against that **employee**, which would have constituted a valid claim under this Section had the claim been made against **you**.

### 5 Employers' Liability (Compulsory Insurance) Act 1969

The indemnity granted by this Section is deemed to be in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and the Employers' Liability (Compulsory Insurance) Regulations 1998 or any subsequent amendment or re-enactment or similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands.

However, **you** shall repay to **us** all sums paid by **us** which **we** would not have been liable to pay but for the provision of such legislation.

### 6 Indemnity to other parties

At **your** request, **we** will separately indemnify each **other insured party** provided that:

- a) **you** would have been entitled to indemnity by this **policy** had the claim or suit been made against the **insured**;
- b) **we** have the sole conduct and control of any claim as far as may be practical;
- c) the **other insured party** shall, as though they were the insured, observe, fulfil and be subject to the terms and conditions of this **policy** in so far as they can apply;
- d) **our** liability under this clause shall in no way operate to increase the **limit of indemnity** or any applicable **sub-limit of indemnity**.

### 7 Injuries to partners

In respect of **bodily injury** sustained by any partner named in the **schedule we** will, for the purpose of this **policy**, deem that person to be an **employee**, provided that **we** are only liable under this extension where:

- 7.1 the injuries are sustained whilst that person is working in connection with the **business**;
- 7.2 the injuries are caused by another partner or **employee** whilst working in the **business**;
- 7.3 the injured partner has a valid right of action in negligence against the partner or **employee** responsible for such injury.

### 8 Manslaughter defence costs

**We** will indemnify **you** and any **other insured party**, in respect of **defence costs** reasonably incurred with **our** prior written and continuing consent in defending allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against **you** or any **other insured party** provided that the prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of business; and
- b) a potential insured claim for the manslaughter, corporate manslaughter or corporate homicide of an **employee** which may be the subject of an indemnity under this section.

**We** will also indemnify **you** or any **other insured party** for:

- a) **defence costs** incurred in relation to the appeal of any finding by a court in England and Wales, Scotland or Northern Ireland (including appeals against any Improvement Notices or Prohibition Notices); and
- b) prosecution costs awarded against **you**,

following any finding by a court in England and Wales, Scotland or Northern Ireland that **you** or any **other insured party** was in breach of a statutory duty which may be the subject of an indemnity under this section.

This extension excludes any amount:

- a) for which **you** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy; or
- b) claimed in respect of sums otherwise insured under this **policy**.

**Our** maximum liability during the **period of insurance** for all claims under this extension shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

Where a non-**panel firm** is appointed, a **legal costs sub-limit** of GBP500,000 will apply;

### 9 Medical treatment

This Section extends to indemnify **you** and any medical doctor or dentist employed by **you** in respect of liability to any **person** under a contract of service or apprenticeship with **you** resulting from treatment given provided that:

- 9.1 any such doctor or dentist shall as though they were **you** be subject to the terms of this **policy** so far as they can apply; and
- 9.2 **we** will not provide an indemnity where any such doctor or dentist is indemnified under any other insurance or in any other way.

### 10 Public relations expenses

In the event of a claim for which **you** are entitled to indemnity under this Section **we** will, with **our** prior written and continuing consent indemnify **you** for the reasonable and necessary expenses incurred for publicity costs directly relating to the protection of **your** brand image as may be



impacted by the negative press coverage flowing from the insured event except that **our** liability under this clause shall not exceed the **sub-limit** shown in the **schedule**.

### 11 Statutory defence costs

**We** will indemnify **you** and any **other insured party**, in respect of **defence costs** reasonably incurred with **our** prior written and continuing consent in defending any alleged breach of statutory duty, provided that the allegations relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of **business**; and
- b) a potential insured claim for disease, illness, nervous shock, mental anguish or physical or mental injury of or to **employees** which may be the subject of an indemnity under this section.

**We** will also indemnify **you** or any **other insured party** for:

- a) **defence costs** incurred in relation to the appeal of any finding by a court in England and Wales, Scotland or Northern Ireland (including appeals against Improvement Notices and Prohibition Notices); and
- b) prosecution costs awarded against **you** or any **other insured party**,

following any finding by a court in England and Wales, Scotland or Northern Ireland that **you** or any **other insured party** was in breach of a statutory duty which may be the subject of an indemnity under this section.

This extension excludes any amount:

- a) for which **you** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy;
- b) claimed in respect of sums otherwise insured under this **policy**; or
- c) claimed in respect of allegations of manslaughter, corporate manslaughter or corporate homicide.

where a non-**panel firm** is appointed, a **legal costs sub-limit** of GBP500,000 will apply;

### 12 Tracing office database

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

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

### 13 Unsatisfied court judgments

If an **employee** sustains **bodily injury** caused during the **period of insurance**, arising out of and in the course of employment by **you** for which a third party is legally liable and the **employee**:

13.1 is unable to enforce a judgement for damages against the third party, either in part or in whole within six (6) months of the date of the judgment, **we** will if required, indemnify the **employee** up to the amount of the adjudged damages and any awarded costs to the extent that they remain unsatisfied, provided that:

13.1.1 this extension only applies to judgments made in a Court of Law outside **North America**;

13.1.2 there is no appeal outstanding;

13.1.3 the **employee** in return for the payment assigns his judgment to **us**.

13.2 is unable to institute or serve proceedings for damages against the third party within a reasonable period of time, or at all, **we** will if required pay the **employee** an amount equivalent to the sum which would reasonably be expected to be recovered in proceedings for damages in a Court of Law outside **North America** provided that the **employee**:

13.2.1 assigns to **us** his legal rights granted from such proceedings or judgment;

13.2.2 provides all reasonable assistance that **we** may require should it become possible to pursue the action.

All costs reasonably incurred by the **employee** in compliance with this requirement will be reimbursed by **us**.

Any dispute arising out of this clause will be resolved by reference to an independent arbitrator acceptable to both the **employee** and **us**, who will be a practising solicitor experienced in personal injury claims and whose decision will be final.

### 14 Waiver of subrogation against subsidiaries

In the event of any **employee** sustaining **bodily injury** arising out of and in the course of employment with **you** due to the negligence of **your** subsidiary and at **your** request, **we** agree to waive rights of subrogation against **your** subsidiary company.

### 15 War and terrorism

The insurance under this Section is extended to cover liability to an **employee** arising from or caused by an act of **war** or **terrorism** provided that the **limit of indemnity** under this clause will not exceed the amount stated in the **schedule** in respect of:

15.1 any one claim against you or series of claims against **you**; and

15.2 any claim or series of claims made by **you** under this Section:

arising out of one occurrence.

### Exclusions

#### 1 Data protection liabilities

This Section excludes liability which arises under the Data Protection Act 1998 ('DPA'), any subsequent amending legislation or the General Data Protection Regulation ('GDPR') other than as provided for by the 'Data Protection' extension clause.

#### 2 Employment practices dispute

This Section excludes liability which arises out of employment practice disputes related to employment or prospective employment of any person or persons employed by **you** including but not limited to:

- 2.1 wrongful, unfair or constructive dismissal;
- 2.2 denial of natural justice, defamation, misleading representation or advertising;
- 2.3 refusal to employ a suitably qualified applicant or failure to promote; and
- 2.4 coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination.

This exclusion shall not apply in respect of compensatory damages for **bodily injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998.

#### 3 Fees for intervention

This Section excludes and does not cover any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention'

#### 4 Fines and penalties

This Section excludes liability for payment of any fines or penalties imposed or ordered to be paid.

#### 5 Hazardous activities

This Section excludes liability directly or indirectly caused by or arising from work:

- 5.1 at height where the drop exceeds sixteen (16) metres;
- 5.2 undertaken by **you** or anyone else connected with the **business** on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals except that this exclusion shall not apply to retail garages, shops or offices or to work at perimeter fences and boundaries or in non **safety critical locations** at such establishments;
- 5.3 undertaken by **you** or anyone else connected with the **business**:
  - 5.3.1 **offshore**;

## Section Employers' Liability

- 5.3.2 on sites located **airside**;
- 5.3.3 on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing except that this exclusion shall not apply to work on public railway stations;
- 5.3.4 on the site of any **nuclear installation** or establishment except that this exclusion does not apply to work in offices or at perimeter fences and boundaries at a nuclear site.

### 6 North American jurisdiction

This Section excludes liability for payment of any judgment, award, payment or settlement made (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part) within countries which operate under the laws of **North America** to:

- 6.1 any party incorporated, domiciled or resident in **North America**;
- 6.2 pay any sum in excess of a **limit of indemnity** which sum shall be the maximum amount payable including any **defence costs** recoverable hereunder;
- 6.3 pay punitive, multiple or exemplary damages.

### 7 Nuclear risks

This section excludes liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 7.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 7.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 8 Road traffic legislation

This Section excludes liability for **bodily injury** sustained by an **employee** when the **employee** is:

- 8.1 being carried in or upon a vehicle; or
- 8.2 entering or getting into or alighting from a vehicle;

in **circumstances** where insurance or security is required to be effected by **you** to comply with the Road Traffic Acts as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such Regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 or consequent on any other legislation relating to insurance against civil liability in respect of the use of motor vehicles.

### 9 Statutory defence costs and manslaughter defence costs

This section excludes liability for **defence costs** arising out of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide. This exclusion shall not apply in respect of and to the extent of the indemnity provided by the Statutory defence costs and the Manslaughter defence costs clauses.

### 10 War and terrorism

This Section excludes liability for all actual or alleged losses, liabilities, damages, injuries, **defence costs** directly or indirectly arising out of, contributed to or by, caused by, resulting from or in connection with **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, **defence costs** or expense(s) directly arising out of, contributed to or by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to **war** or **terrorism**.

Provided that this exclusion shall not apply in respect of and to the extent of the indemnity provided by Standard Clause – War and terrorism to this Section.

If **we** allege that by reason of this exclusion any actual or alleged losses, liabilities, damages, injuries, **defence costs** are not covered by this Section the burden of proving the contrary shall be upon **you**.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 11 Workman's compensation or social security payment

This Section excludes liability for any claims arising out of **bodily injury** that are payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme arising in connection with, from or due to employment but this exclusion will not apply to payments required to be made to the Compensation Recovery Unit or its successor.

## **Public and Products (including Inefficacy) Liability Section**

### **Definitions**

#### **1 Advertising injury**

Advertising injury means:

- 1.1 oral, broadcast, telecast or written publication of material that slanders or libels a person or disparages a person's goods, products or services;
- 1.2 oral, broadcast, telecast or written publication of material that violates an individual's right of privacy;
- 1.3 misappropriation of advertising ideas or style of doing **business**;
- 1.4 infringement of copyrighted advertising materials, titles or slogans;

in the course of advertising **your** goods, **products** or services.

#### **2 Denial of access**

Denial of access means nuisance, trespass or interference with any easement, right of air, light, water or way.

#### **3 Firearms, shotguns and/or air guns**

Firearms, shotguns and/or air guns shall mean any weapon as defined under Section 57 of the Firearms Act 1968, including air guns.

#### **4 Inefficacy**

Inefficacy means the failure of any **product** to perform the function for which it was manufactured, supplied, leased, installed, commissioned, erected, altered, tested, repaired, treated, or serviced by **you** or on **your** behalf or the failure to provide **services** by **you** in the normal course of **your business**.

#### **5 Key(s)**

Key(s) means customers' keys, electronic pass cards, key cards and similar security devices.

#### **6 Legionella**

Legionella means any discharge release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

## **7 Liability**

Liability means legal liability to pay damages including interest and claimant costs recoverable from **you** in respect of or as a result of:

- 7.1 accidental **bodily injury** to any person other than an **employee**;
- 7.2 accidental **damage** caused by **you** or **your employees** or sub-contractors to property other than property belonging to **you** or in **your** custody, possession or control;
- 7.3 accidental **damage** or **bodily injury** caused by deliberate acts of **your employees** or sub-contractors that were not condoned and or sanctioned by **you** and or carried out with **your** knowledge or agreement or consent;
- 7.4 accidental personal injury;
- 7.5 accidental **advertising injury**;
- 7.6 accidental **denial of access**;
- 7.7 accidental **pollution**;
- 7.8 accidental **damage** or **bodily injury** caused by **products**

occurring during the **period of insurance** in connection with any occurrence which is or may be the subject of indemnity under this Section.

## **8 Limit of Indemnity**

Limit of Indemnity means the limit of indemnity as stated in the **schedule**:

- 8.1 in total during any one **period of insurance** in respect of claims arising from **products** (whether or not involving pollution or contamination);
- 8.2 in total during any one **period of insurance** in respect of other claims arising from pollution or contamination of buildings or other structures or of water or land or the atmosphere and all **damage** or injury, directly or indirectly caused by such pollution or contamination;
- 8.3 any one occurrence (irrespective of the number of claims caused as a result) for all other claims, including claims arising from **services**.

The indemnity provided by the Standard Clauses or any other amendment to this Section shall not operate so as to increase the maximum payable above the **limit of indemnity** stated in the **schedule** plus additional **defence costs**.

## **9 Personal injury**

Personal injury means harm other than **advertising injury** or **bodily injury** arising out of one or more of the following offences committed in the course of the **business**:

- 9.1 false arrest;
- 9.2 detention or imprisonment;

## Section Public and Products (including Inefficacy) Liability

- 9.3 malicious prosecution;
- 9.4 wrongful entry into, or eviction of a person from a room, dwelling or premises that the person occupies;
- 9.5 invasion of right of privacy;
- 9.6 libel, slander, defamation or mis-statement.

### 10 Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

### 11 Pollution

- 11.1 Pollution means: false, actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time other than any discharge, release or escape of legionella or other airborne or waterborne pathogens from water tanks, water systems, air conditioning plants, cooling towers and the like;
- 11.2 any cost, expense, claim or suit arising out of any request, demand or order arising from actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or any **other insured party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of **pollutants**.

### 12 Preventative costs

Preventative costs means sums that **you** are liable to pay for prevention of imminent threat of environmental damage as provided for in any **United Kingdom** law implementing The Environmental Damage (Prevention and Remediation) Regulations 2009 or any superseding or replacing legislation or regulation.

### 13 Products

Products means goods including containers and packaging sold, supplied, leased, installed, commissioned, erected, altered, tested, repaired, treated or serviced by **you** including any advice, design, plans, specifications, formulae, surveys, instructions or directions relating to such goods.

### 14 Server rooms and data centres

Server rooms and data centres means rooms used to store, power and operate computer servers and their associated components.

### 15 Services

Services means the provision of pest control services.



## **Public and Products (including Inefficacy) Liability**

### **1 Cover**

**We** will indemnify **you** up to the **limit of indemnity** against **liability** incurred by **you** during the **period of insurance** in respect of and in the course of the **business** within the **territorial limits**.

### **2 Defence costs**

**We** will indemnify **you** for **defence costs** following any event or occurrence which is or may be the subject of indemnity under this section or any extension to this section, subject to the following:

- 2.1 these **defence costs** are in addition to the **limit of indemnity**;
- 2.2 **our** prior written and continuing consent must be obtained prior to such costs being incurred;
- 2.3 where a non-**panel firm** is appointed, a **legal costs sub-limit** of GBP500,000 will apply
- 2.4 where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, **our** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** is to the total amount paid to dispose of the claim.

## Standard Clauses

The indemnity provided by this Section includes **liability** under the following clauses provided that where a party other than **you** is indemnified that party will, as though they were **you** observe, fulfil and be subject to the terms, exclusions and conditions insofar as they can apply.

### 1 Asbestos accidental discovery

Solely as regards the cover granted by this Asbestos accidental discovery clause the Exclusion - Asbestos is deleted and of no effect.

- 1.1 Section - Public and Products (including Inefficacy) Liability is extended to indemnify **you** against legal liability to pay damages or compensation including claimant's costs recoverable from **you** arising from any claim first made against **you** during the **period of insurance for bodily injury, personal injury, damage** or nuisance caused at any time after the **retroactive date** by the accidental discovery of asbestos and/or asbestos containing materials.
- 1.2 Further **we** agree that any **circumstance(s)** notified to **us** during the **period of insurance** which subsequently gives rise to a claim after expiry of the **period of insurance** shall be deemed to be a claim first made during the **period of insurance**.
- 1.3 The cover provided by this Asbestos accidental discovery clause excludes and does not cover:
  - 1.3.1 **bodily injury, personal injury, damage** or nuisance caused by the existence of or exposure to asbestos or asbestos containing materials which occurred on or before the **retroactive date**;
  - 1.3.2 any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where **you** were aware of the circumstance or event which gave rise to the claim before the inception date of this Section;
  - 1.3.3 liability arising from any subsequent activities carried out by qualified licensed sub-contractors which are related or connected to dealing with the discovered asbestos and/or asbestos containing materials;
  - 1.3.4 any liability in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
  - 1.3.5 liability to pay damages or compensation including claimants' costs recoverable from **you** and **defence costs** in excess of the **sub-limit of indemnity** shown in the **schedule** which sum shall be the maximum **we** will pay in the aggregate during any one period of insurance; and
  - 1.3.6 the **excess** shown in the **schedule** shall apply to each and every claimant.

### 2 Conflict of interest

In the event of a conflict of interest between **you** and any **employee** indemnified by this Section separate representation will be arranged for each party.

### **3 Contractual liability**

**We** will indemnify **you** against **liability** arising in connection with any contract or agreement entered into by **you** in the course of the **business** provided that **we** are not liable for:

- 3.1 liquidated damages, fines or penalties;
- 3.2 **damage** to **your** contract works;
- 3.3 **damage** to materials, plant or equipment used in the performance of the contract by **you**, **your** principals or **your** sub-contractors;

Further **we** will waive **our** rights of subrogation against a specified party to the extent required by the contract or agreement.

### **4 Criminal acts**

4.1 **We** will indemnify **you** for **your** liability to pay damages including interest and claimants' costs recoverable from **you** as a result of **bodily injury** or **damage** in respect of criminal acts of arson, theft, malicious damage, assault, fraud, dishonesty or embezzlement by **your employees** provided that the events **insured** by this clause:

- 4.1.1 were committed during the **period of insurance**; and
- 4.1.2 arose in connection with a contract with a customer, and
- 4.1.3 were not condoned or sanctioned by **you** and or carried out with **your** prior knowledge or agreement or consent.

4.2 General Terms and Conditions – Fraudulent claims shall not apply in respect of cover provided by this Standard Clause.

### **5 Cross liabilities**

Where the **insured** comprises more than one party this Section will operate as though a separate policy had been issued to each such party provided that **our** total **liability** does not exceed the **limit of indemnity** plus additional **defence costs**.

For the purpose of this clause, members of **your** sports and social clubs and similar organisations, as specified in Standard Clause – Indemnity to other parties, engaged in activities described in the definition of the **business** will each be considered a separate **insured** party.

### **6 Customers' premises**

The exclusion of property in **your** custody, possession or control stated in the definition of **liability** will not apply in respect of premises and their contents temporarily in **your** custody, possession or control for the purpose of undertaking work, provided that the extension of cover granted by this clause does not apply in respect of:

- 6.1 premises and their contents belonging to **you** or occupied by **you** as tenants;

## Section Public and Products (including Inefficacy) Liability

- 6.2 **damage** to that part of the premises or contents upon which **you** are or have been working, resulting directly from the work process other than damage to customers' premises or their contents resulting directly from the provision of **services**.

### 7 Damage to third party plant being operated

**We** will indemnify **you** for **your liability** for **damage** to customers' cleaning plant and equipment whilst being operated by **you** provided that this extension does not include cover for normal wear and tear and depreciation or any mechanical breakdown.

### 8 Data protection

**We** will indemnify **you** and any director, partner or **employee** in respect of their liability to pay:

- a) any valid compensation, including any associated **defence costs**, in respect of:
- i. **damage** or distress under section 13 of Part II of the DPA; or
  - ii. material or non-material **damage** under Article 82 of the GDPR,

first occurring during the **period of insurance** and resulting in a claim or claims brought by any person not being a director, partner or **employee** and notified to **us** during the **period of insurance**; and

- b) **defence costs** in relation to a prosecution commenced during the **period of insurance** under the DPA or the GDPR and incurred with **our** prior written and continuing consent.

This extension excludes:

1. any cost or liability which is a result of a malicious act involving the use or operation of, or access to, any **computer system** or **data**;
2. the cost of replacing, reinstating, rectifying or erasing any personal data;
3. any cost relating to the investigation of a data breach, or any obligation to report a data breach to the Information Commissioner's Office or any other supervisory authority or other regulator or to data subjects;
4. liability caused by or arising from a deliberate act by or omission of any party entitled to indemnity under the **policy**, the effect of which would knowingly result in liability under the DPA or the GDPR;
5. claims which arise out of circumstances that are notified to any previous insurer or known to **you** at inception of the **policy**;
6. liability for which indemnity is provided under any other insurance; or
7. claims or prosecutions brought against **you** outside the courts of the **United Kingdom**.

**Our** maximum liability during the **period of insurance** for all claims under this extension shall not exceed the **sub-limit** shown in the **schedule**.

## **9 Defective Premises Act 1972**

**We** will indemnify **you** for **your liability** incurred under Section 3 of the Defective Premises Act 1972 or Section 3 of the Defective Premises Measure (Northern Ireland) 1974 or any amendment thereto in connection with premises that have been disposed of by **you**, except that **we** will not be liable to provide an indemnity for the cost of remedying any defect or alleged defect in such premises.

## **10 Employees' liability overseas**

**We** will indemnify **you** for **your liability** and if **you** so require such **liability** of any **employee** (including their family or persons normally resident with them) whilst abroad on **business** but excluding **liability** for which indemnity is provided under any other insurance or in any other way.

## **11 Employees' personal liability**

If required by **you** this Section will indemnify any **employee** against **liability** arising from or caused by the engagement in temporary service, in a private capacity, of any fellow **employee**, excluding **liability** for which indemnity is provided under any other insurance or in any other way.

## **12 Environmental statutory liability**

**We** will indemnify **you** for all sums, including statutory debts, that **you** are legally liable to pay or legally obliged to incur for remediation in respect of environmental damage where such liability arises under an environmental protection directive, statute or statutory instrument.

This extension shall only apply where:

- a) **liability** arises from **pollution** occurring during the course of **business**, within the **United Kingdom** and/or member state of the European Union; and
- b) **liability** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.
- c) **preventative costs** are incurred with **our** prior written and continuing consent; and
- c) **liability** relates solely to stop or limit further **pollution** to third party property.

This extension shall not apply in respect of:

- a) compensatory remediation for **damage**; and
- b) costs of the removal of any significant risks of an adverse effect on human health, to or on **your** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **your** care, custody or control; or
- c) costs of improving or altering the condition of the land, atmosphere, watercourse or body of water beyond that required under any applicable law or regulation at the time remediation commences.

**Our** maximum liability during the period of insurance for all claims under this extension shall not exceed the **sub-limit** stated in the **schedule**.

## Section Public and Products (including Inefficacy) Liability

Where a non-*panel firm* is appointed, a *legal costs* sub-limit of GBP500,000 will apply.

### 13 Failure to secure premises

*We* will indemnify *you* for *your liability* for *damage* to customers' property arising out of *your* failure to secure the premises.

### 14 Incorrect destruction of goods

*We* will indemnify *you* for *your liability* for *damage* caused as a result of incorrect destruction of third party property whilst in the course of carrying out *your business*.

### 15 Indemnity to other parties

At *your* request, *we* will separately indemnify each *other insured party* provided that:

- a) *you* would have been entitled to indemnity by this *policy* had the claim or suit been made against the *insured*;
- b) *we* have the sole conduct and control of any claim as far as may be practical;
- c) the *other insured party* shall, as though they were the *insured*, observe, fulfil and be subject to the terms and conditions of this *policy* in so far as they can apply;
- d) *our* liability under this clause shall in no way operate to increase the *limit of indemnity* or any applicable *sub-limit of indemnity*.

### 16 Indemnity to principal

The *insurer* will indemnify any party including any principal whom under contract or agreement the *insured* has agreed to indemnify and/or insure but only to the extent required by such contract or agreement and only to the extent that liability arises solely out of the work performed for the principal by or on behalf of the *insured* and provided that:

- a) such party shall, as though they were the *insured*, observe, fulfil and be subject to the terms and conditions of this *policy* in so far as they can apply; and
- b) the *insurer's* liability under this clause shall in no way operate to increase the *limit of indemnity* or any applicable *sub-limit of indemnity*;

and, for the avoidance of doubt, to the extent only of the indemnity provided by this *insured section*.

### 17 Inefficacy (failure to perform)

*We* will indemnify *you* for *your liability* for *bodily injury* or *damage* caused arising out of the failure to carry out *services* that *you* have contracted to provide in the course of *your* normal *business*. Cover also extends to include *bodily injury* or *damage* caused by or arising from the failure of any *product* to fulfil its intended function or arising out of wrongful advice, design, plans, specifications, formulae, surveys, instructions or directions given by *you* directly in connection with such product.

## Section Public and Products (including Inefficacy) Liability

*Our* liability under this clause shall not exceed the **sub-limit** shown in the **schedule**.

### 18 Leased premises

*We* will indemnify *you* for *your liability* for **damage** to premises including landlord's contents, fixtures and fittings not owned by *you* but leased or rented by *you* in the course of the **business** excluding:

- 18.1 **liability** for which indemnity is provided to *you* under any other insurance or in any other way
- 18.2 **liability** which attaches by way of any contract or agreement that would not have attached in the absence of that contract or agreement.

### 19 Legionella

Notwithstanding the Legionella Exclusion to this Section, *we* will indemnify *you* for all sums (including claimants' costs and expenses) which *you* become legally liable to pay in respect of any claims first made against *you* during the **period of insurance** resulting from **legionella** causing **bodily injury, personal injury, damage, denial of access or nuisance** except that *we* will not be liable for:

- 19.1 any amount in excess of the **sub-limit of indemnity** stated in the **schedule**;
- 19.2 any claims which arise out of circumstances notified to previous insurers or known to *you* at the inception of this **policy**;
- 19.3 any claims for **bodily injury** or **personal injury** arising from employment;
- 19.4 any claims made against *you* for **legionella** where the insured event giving rise to the claim happened prior to the **retroactive date**.

### 20 Local Democracy, Economic Development and Construction Act 2009

The **insurer** will indemnify the **insured** and any **other insured party** in respect of liability which the **insured** may incur in respect of any claim(s) first made against the **insured** during the **period of insurance** for claimants' costs and expenses arising from any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Local Democracy, Economic Development and Construction Act 2009 (formerly Housing Grants, Construction and Regeneration Act 1996) or an adjudication clause or rules contained in a contract. It is agreed as a condition precedent to **our liability** under this clause that *you* undertake to satisfy **us** that any **liability** incurred under an adjudicator's decision for which indemnity is being sought, is as a direct result of negligence by *you* in the conduct of **your business**;

### 21 Manslaughter defence costs

*We* will indemnify *you* and any **other insured party**, in respect of **defence costs** reasonably incurred with **our** prior written and continuing consent in investigating and defending allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate

## Section Public and Products (including Inefficacy) Liability

homicide made against **you** or any **other insured party** provided that the prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of **business**; and
- b) a potential insured claim for the manslaughter, corporate manslaughter or corporate homicide other than to an **employee** which may be the subject of an indemnity under this section.

**We** will also indemnify **you** or any **other insured party** for:

- a) **defence costs** incurred in relation to the appeal of any finding by a court in England and Wales, Scotland or Northern Ireland (including appeals against any Improvement Notices or Prohibition Notices); and
- b) prosecution costs awarded against **you**,

following any finding by a court in England and Wales, Scotland or Northern Ireland that **you** or any **other insured party** was in breach of a statutory duty which may be the subject of an indemnity under this section.

This extension excludes any amount:

- a) for which **you** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy; or
- b) claimed in respect of sums otherwise insured under this **policy**.

**Our** maximum liability during the **period of insurance** for all claims under this extension shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

Where a non-**panel firm** is appointed, a **legal costs sub-limit** of GBP500,000 will apply;

## 22 Motor cover

The Exclusion – Vehicles and vessels shall not apply to:

- 22.1 **your liability** arising from or caused by the use in connection with the **business**, of any mobile crane or excavator or other item of mobile plant as a tool of trade excluding liability for items which require separate insurance to comply with the Road Traffic Acts;
- 22.2 **your liability** arising from or caused by the use, in connection with the **business**, of any motor vehicle not belonging to **you** or provided by **you**, provided cover granted by this Standard Clause shall not apply to liability:
  - 22.2.1 for any **damage** to the motor vehicle or goods carried in or on the motor vehicle;
  - 22.2.2 more specifically insured under another policy;
  - 22.2.3 arising whilst the motor vehicle is being driven by **you**;



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22.2.4 arising whilst the motor vehicle is being driven by any **person** who to **your** knowledge does not hold a licence to drive the motor vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;

22.2.5 arising whilst the motor vehicle is being used elsewhere than in the **United Kingdom**.

### 23 Pay limit of indemnity

**We** may at any time pay **you** the amount of the **limit of indemnity** (less any sum already paid) or any lower amount for which any claims can be settled. **We** will then cease to conduct and control the negotiations, actions or proceedings and have no further liability in respect of such claims except for **defence costs** incurred prior to the date of such payment.

### 24 Personal effects

**We** will indemnify **you** for **your liability** for **damage** to directors', **employees'** or visitors' personal effects including vehicles and their contents excluding **liability** for which indemnity is provided under any other insurance or in any other way.

### 25 Public relations expenses

In the event of a claim for which **you** are entitled to indemnity under this Section **we** will, with **our** prior written and continuing consent indemnify **you** for the reasonable and necessary expenses incurred for publicity costs directly relating to the protection of **your** brand image as may be impacted by the negative press coverage flowing from the **insured** event except that **our** liability under this clause shall not exceed the **sub-limit** shown in the **schedule**.

### 26 Service indemnity

The words 'in **your** custody, possession or control' in the definition of **liability** shall not apply in respect of motor vehicles and their contents temporarily in **your** custody, possession or control, for the purpose of installation, repair or servicing relating to **your** activities as stated in the **schedule**, provided that:

26.1 the installation repair or servicing is carried out within the **United Kingdom** and/or a state of the European Community;

26.2 **liability** shall only attach during the course of the **business**;

26.3 **we** shall not be liable for:

26.3.1 the cost of repairing, reinstating, replacing or rectifying the original installation, repair or servicing work to the motor vehicle;

26.3.2 any amount in excess of the **sub-limit of indemnity** stated in the **schedule** in the aggregate during any one **period of insurance**;

26.3.3 the **excess** shown in the **schedule**

26.3.4 vehicles unattended or not being worked upon unless such vehicles have been locked and where fitted alarmed and immobilised and all **keys** have been removed

## Section Public and Products (including Inefficacy) Liability

and retained in safe custody during **your** normal daily working hours. Outside **your** normal daily working hours **keys** shall be locked in a safe, drawer or cabinet.

### 27 Statutory defence costs

**We** will indemnify **you** and any **other insured party**, in respect of **defence costs** reasonably incurred with **our** prior written and continuing consent in investigating and defending any alleged breach of statutory duty, provided that the allegations, prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of the **business**; and
- b) a potential insured claim for **bodily injury** of or to other than an **employee** which may be the subject of an indemnity under this section.

**We** will also indemnify **you** or any **other insured party** for:

- a) **defence costs** incurred in relation to the appeal of any finding by a court in England and Wales, Scotland or Northern Ireland (including appeals against Improvement Notices and Prohibition Notices); and
- b) prosecution costs awarded against **you** or any **other insured party**,

following any finding by a court in England and Wales, Scotland or Northern Ireland that **you** or any **other insured party** were in breach of a statutory duty which may be the subject of an indemnity under this section.

This extension excludes any amount:

- a) for which **you** or any **other insured party** is entitled to an indemnity by any other legal expenses, motor or employment protection policy;
- b) claimed in respect of sums otherwise insured under this **policy**; or
- c) claimed in respect of allegations of manslaughter, corporate manslaughter or corporate homicide.

where a non-**panel firm** is appointed, a **legal costs sub-limit** of GBP500,000 will apply;

### 28 Sudden and accidental pollution

**We** will indemnify **you** for **your liability** in respect of:

28.1 seepage, pollution, contamination of buildings or other structures or of water, land or the atmosphere; and

28.2 **damage** or **bodily injury** directly or indirectly caused by such pollution or contamination;

caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

All pollution or contamination that arises out of one incident will be deemed to be one occurrence and to have occurred at the time the incident takes place.

## **29 Treatment risk**

**We** will indemnify **you** for **your liability** for **damage** caused to third party property as a result of the incorrect application of products used for treatment to wood or floors or soft furnishings including carpets, curtains and upholstery.

## **30 Watercraft**

The Exclusion – Vehicles and vessels shall not apply to **your liability** arising from or caused by the use, in the course of **business**, of:

- 30.1 motor barges not exceeding 75 ton capacity on inland waterways;
- 30.2 motor launches not exceeding 15 metres in length and only when operated on inland waterways;
- 30.3 any watercraft not belonging to or chartered by **you** but used by **you** for **business** entertainment provided that:
  - 30.3.1 such watercraft is primarily owned and operated as a river cruise vessel;
  - 30.3.2 such watercraft is insured by the owner or charterer under a marine insurance policy;
  - 30.3.3 **we** shall not indemnify **you** in respect of **liability** which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement.

## Conditions precedent to liability

### 1 Construction Plant-hire Association Conditions of Contract / Scottish Plant Operators

It is a condition precedent to **our** liability to indemnify **you** under this insurance that **you** shall only hire out plant and equipment in accordance with the Construction Plant-hire Association Conditions of Contract or Scottish Plant Operators Association Conditions or equivalent.

### 2 Sub-contractors insurance check

When work is undertaken on **your** behalf in the course of the **business** by sub-contractors other than sub-contractors acting as **your employee**, **you** will establish and maintain an administrative procedure for obtaining evidence that sub-contractors have effected Public Liability Insurance that:

- 1.1 covers liability arising from or caused by the work for the full duration of the work to be undertaken on **your** behalf by the sub-contractor;
- 1.2 is subject to a limit of indemnity of not less than the amount stated in the **schedule**;
- 1.3 includes an 'indemnity to principals' clause;
- 1.4 is revalidated every twelve (12) months throughout the duration of their contract with **you**;
- 1.5 includes Products Liability Insurance where the whole of a service or a complete installation is sub-contracted;
- 1.6 includes Inefficacy Liability Insurance where the whole of a security and/or fire service or a complete security and/or fire installation is sub-contracted.

## Exclusions

### 1 Advice, design, plans, specifications, formulae, surveys, instructions or directions whether or not provided for a fee

This section excludes liability arising from any advice, design, plans, specifications, formulae, surveys, instructions or directions:

- 1.1 given for a fee by **you** or on **your** behalf, unless relating to **products** for which indemnity is provided by this Section;
- 1.2 given without a fee and for which indemnity is provided by other insurance;

except that this exclusion shall not apply to liability for **bodily injury** or **damage** arising from any such advice, design, plans, specifications, formulae, surveys, instructions or directions.

### 2 Asbestos

This section excludes liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture of, mining of, processing of, use of, installation of, storage of, removal of, disposal of, distribution of, inspection of or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos containing materials but this exclusion will not apply to liability as described by Standard Clause – Asbestos accidental discovery and Optional Extension – Public and Products (including Inefficacy) Liability – Asbestos limited materials partial buyback including accidental discovery extension.

### 3 Building work

This section excludes liability arising from or in connection with building work other than the provision of **services**, non-structural refurbishment, making good, redecoration and the like.

### 4 Coronavirus, epidemic and/or pandemic

Regardless of any provision to the contrary, the **policy** excludes any **liability** directly or indirectly caused by or resulting from, arising out of or in connection with or attributable to:

- a) any coronavirus (or similar or equivalent virus in the future), including any mutation or variation of a coronavirus;
- b) any coronavirus disease (or similar or equivalent disease in the future);
- c) any epidemic or pandemic which poses a threat to human health or human welfare; or
- d) any fear or threat of a), b) or c) above

where in connection with cleaning.

### 5 Crop spraying

This Section excludes and does not cover liability arising out of the application of crop spraying by **you**, **your** agent or **your** contractor.

### 6 Data protection liabilities

This Section excludes liability which arises under the Data Protection Act 1998 ('DPA'), any subsequent amending legislation or the General Data Protection Regulation ('GDPR') other than as provided for by Standard Clause - Data Protection.

### 7 E-Commerce

This Section excludes liability:

- 7.1 arising from loss, alteration or impairment of, or damage to, information and/or **data** in electronic form;
  - 7.2 arising from malicious acts of any person carried out by electronic means;
  - 7.3 for defamation or harassment carried out by electronic means;
- but this Exclusion shall not apply in respect of **liability** for any:
- 7.3.1 ensuing accidental **bodily injury** (save for mental injury or mental disease); or
  - 7.3.2 ensuing accidental **damage**; or
  - 7.3.3 loss, alteration or impairment of, or damage to, information and/or **data** in electronic form arising solely from accidental extraneous physical **damage** to **electronic business equipment and computers**.

### 8 Employees working outside the United Kingdom

This Section excludes liability directly or indirectly arising from or caused by employment undertaken outside the **United Kingdom** provided that this Exclusion shall not apply:

- 8.1 where the **employee** intends to return to the **United Kingdom** following completion of the temporary overseas employment; and
- 8.2 where any single overseas work assignment is not intended or planned to exceed twelve (12) months duration;

provided always that **we** will not indemnify **you** or any other party in respect of liability for payment under any Workman's Compensation Scheme or similar social workplace compensation legislation.

### 9 Excess

In the absence of any other express amount specified in any clause to this **policy** **we** will not pay the first amount as stated in the **schedule** (irrespective of the number of claims occasioned thereby) arising from **damage** to property.

### 10 Fees for intervention

This Section excludes and does not cover any payments raised under the Health and Safety (Fees) Regulations 2012 relating to 'fees for intervention.'

## Section Public and Products (including Inefficacy) Liability

### 11 Firearms, shotguns and/or air guns

This Section excludes and does not cover liability arising out of the use of any **firearm, shotgun and/or air gun** by **you, your** agent or **your** contractor.

### 12 Hazardous activities

This section excludes liability directly or indirectly caused by or arising from work:

- 12.1 at height where the drop exceeds sixteen (16) metres;
- 12.2 undertaken by **you** or anyone else connected with the **business** on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals except that this exclusion shall not apply to retail garages, shops or offices or to work at perimeter fences and boundaries or non **safety critical locations** at such establishments;
- 12.3 undertaken by **you** or anyone else connected with the **business**:
  - 12.3.1 **offshore**;
  - 12.3.2 on sites located **airside**;
  - 12.3.3 on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing except that this exclusion shall not apply to work on public railway stations;
  - 12.3.4 on the site of any **nuclear installation** or establishment except that this exclusion does not apply to work in offices or at perimeter fences and boundaries at a nuclear site.

### 13 Legionella

This section excludes **liability** arising out of, alleging or attributable to the existence of **legionella** except as stated in Standard Clause – Legionella.

### 14 Libel, slander or defamation

This section excludes liability arising from or caused by the publication or utterance by **you** or on **your** behalf of a libel, slander, defamation or mis-statement where:

- 14.1 claims arise out of **circumstances** notified to previous insurers or known to **you** at inception of this Section of the **policy**;
- 14.2 publications or utterances are made at the discretion of any party entitled to indemnity by this **policy** with knowledge of the libellous, slanderous or mis-statement effect thereof;
- 14.3 claims are brought outside the **United Kingdom**.

Further, in respect of each and every claim **we** shall not be liable for the **excess** stated in the **schedule**.

## 15 Loss of keys and locks

This section excludes liability for the cost of replacing **keys**, locks operated by keys or digital key pads.

## 16 North America

The Section excludes and does not cover:

### 16.1 North American jurisdiction

16.1.1 liability in respect of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) unless otherwise stipulated in the **schedule**

16.1.2 but this exclusion shall not apply to visits to **North America** in the course of the **business** to undertake non-manual work including but not limited to clerical work, sales and promotional activities and conference attendance providing that, in such circumstances:

- a) **we** will not be liable to indemnify any entity based in, operating in or domiciled in **North America**; and
- b) **we** will not be liable to indemnify for any liability that arises under any agreement or contract that would not arise in the absence of any agreement or contract;
- c) **we** will not be liable to indemnify for liability arising directly or indirectly from the ownership, maintenance, operation or use of any mechanically propelled vehicle or watercraft;
- d) **we** will not be liable to indemnify for liability arising directly or indirectly from pollution;
- e) **defence costs** are inclusive and form part of the **limit of indemnity**.

### 16.2 North American territory

16.2.1 **liability** occurring within **North America** but this exclusion shall not apply to temporary non-manual visits to **North America** as specified in 'North American jurisdiction' above.

16.2.2 liability in respect of or arising from **pollution** occurring within **North America**.

## 17 Nuclear risks

This section excludes liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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



## Section Public and Products (including Inefficacy) Liability

- 17.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 18 Operations domiciled outside the United Kingdom

This Section excludes liability arising from, caused by or in connection with **your**

- 18.1 subsidiary companies;  
18.2 branch offices;  
18.3 representatives with power of attorney;

domiciled outside of the **United Kingdom**.

### 19 Pollution

This Section excludes liability in respect of:

- 19.1 pollution or contamination of buildings or other structures or of water or of land or the atmosphere; and  
19.2 **damage** or injury directly or indirectly caused by such pollution or contamination

other than **liability** for which an indemnity is provided by Standard Clause – Sudden and accidental pollution or Standard Clause – Environmental statutory liability.

### 20 Products and workmanship

This Section excludes liability for **damage** to and costs incurred as a result of recalling, replacing or making good **products** or workmanship performed by **you** or on **your** behalf other than **your liability** for **damage** to property caused by workmanship or **products** which are the subject of a separate contract.

### 21 Soil treatment

This Section excludes and does not cover liability arising out of the treatment of soil by **you, your** agent or **your** contractor.

### 22 Statutory defence costs and manslaughter defence costs

This section excludes liability for **defence costs** arising out of any alleged breach of statutory duty or any allegation of manslaughter, corporate manslaughter or corporate homicide. This exclusion shall not apply in respect of and to the extent of the indemnity provided by Standard Clauses - Statutory defence costs and Manslaughter defence costs.

### 23 Underground services

This Section excludes and does not cover loss of, destruction of or **damage** to cables, pipes or other services located underground

except that this exclusion shall not apply where you have:

## Section Public and Products (including Inefficacy) Liability

- a. taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of **damage** thereto (reasonable measures include contacting the appropriate authorities where it is possible to identify if cables, pipes or services are located under the site);
- b. retained a written record of the measures which were taken to locate such cable, pipes or other services;
- c. conveyed the location of such cables, pipes and services to employees or others who are carrying out such work on your behalf;

In respect of each and every claim under this extension **we** shall not be liable for the **excess** stated in the **schedule**. **Our** maximum liability shall not exceed the **sub-limit** stated in the **schedule**.

### 24 Use of heat

This Section excludes liability arising from or caused by the use or application of heat away from **your premises**:

- 24.1 when using oxyacetylene, electric arc and similar welding and cutting equipment, blow lamps, torches and the like.
- 24.2 when using or applying heat in any other way but not including soldering irons or heat guns unless **you** take all 'reasonable precautions' to prevent **damage**. The term 'reasonable precautions' is deemed to mean the same as 'reasonable precautions' as defined in the Optional Extension – Use of heat extension.

### 25 Vehicles and vessels

This Section excludes liability:

- 25.1 arising from or caused by the ownership, possession or use by **you**, or on **your** behalf of:
  - 25.1.1 any mechanically propelled water-borne vessel or hovercraft or any aircraft or airborne device;
  - 25.1.2 any mechanically propelled vehicle outside the **United Kingdom**;
  - 25.1.3 any mechanically propelled vehicle in circumstances where a Certificate of Insurance is required to meet the requirements of the Road Traffic Acts or any other compulsory Road Traffic legislation;
- 25.2 for which indemnity is provided under any other insurance in respect of any vehicle, vessel, hovercraft, aircraft or airborne device.

### 26 War

This section excludes liability for all actual or alleged losses, liabilities, damages, injuries, defence costs or expense(s) directly or indirectly arising out of, contributed to or by, caused by, resulting from or in connection with **war** regardless of any other cause or event contributing concurrently or in any other sequence of the loss.

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This exclusion also excludes from coverage all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed to or by, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to **war**.

If **we** allege that by reason of this Exclusion any actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses are not covered by this section the burden of proving the contrary shall be upon **you**.

In the event that any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Optional Extensions - Public and Products (including Inefficacy) Liability

The following clauses only apply where shown under optional extensions on the *schedule*.

### 1 Asbestos limited materials partial buyback including accidental discovery extension

Solely as regards the cover granted by this Asbestos limited containing materials partial buyback including accidental discovery clause, the Exclusion - Asbestos is deleted and of no effect.

- 1.1 Section- Public and Products (including Inefficacy) Liability is extended to indemnify **you** against legal liability to pay damages or compensation including claimant's costs recoverable from **you** arising from any **claim** first made against **you** during the **period of insurance** for **bodily injury, personal injury, damage** or nuisance caused at any time after the **retroactive date** by the exposure to, existence or accidental discovery of asbestos and/or asbestos containing materials.
- 1.2 Further **we** agree that any **circumstance(s)** notified to **us** during the **period of insurance** which subsequently gives rise to a claim after expiry of the **period of insurance** shall be deemed to be a claim first made during the **period of insurance**.
- 1.3 **We** shall only provide an indemnity in accordance with the terms of this **policy** when **you** are engaged in work with asbestos:
  - 1.3.1 where a licence is not required; or
  - 1.3.2 in work with asbestos that is subject to the Notifiable Non-licenced Work requirements;

set out in the Control of Asbestos Regulations 2012, involving **regulation 3(2)(c)(ii) materials** or any liability arising from the clean up or removal thereof.

- 1.4 This Asbestos partial buyback clause excludes and does not cover:
  - 1.4.1 **bodily injury, personal injury, damage** or nuisance caused by the existence of or exposure to asbestos or asbestos containing materials which occurred on or before the **retroactive date**;
  - 1.4.2 any claims arising directly or indirectly from the existence of or exposure to asbestos and/or asbestos containing materials where **you** were aware of the **circumstance** or event which gave rise to the claim before the inception date of this Section;
  - 1.4.3 any building and/or structure that is subject to the clean up or removal of asbestos which is owned, leased or hired by or under hire purchase or on loan to **you**;
  - 1.4.4 any claims arising directly or indirectly out of any property owning activities;
  - 1.4.5 any work carried out by licenced contractors;
  - 1.4.6 liability arising from any subsequent activities carried out by qualified licensed sub-contractors which are related or connected to dealing with the discovered asbestos and/or asbestos containing materials;

## Section Public and Products (including Inefficacy) Liability

- 1.4.7 the **excess** shown on the **schedule** in respect of each and every claimant;
- 1.4.8 liability to pay damages or compensation including claimants' costs recoverable from **you** and **defence costs** in excess of the **sub-limit of indemnity** shown on the **schedule** which sum shall be the maximum **we** will pay in the aggregate during any one **period of insurance**;
- 1.4.9 any liability in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising; and
- 1.4.10 any claim arising directly or indirectly out of **your** failure to adopt or comply with the following risk management provisions in so far as they were applicable or could have applied at the time of exposure to asbestos, or asbestos or asbestos containing materials:
- a) that all work must be carried out in accordance with the Control of Asbestos Regulations 2012;
  - b) that all applicable provisions and recommendations in the Approved Code of Practice and guidance L127 entitled "The management of asbestos in non-domestic premises" and in the Approved Code of Practice and guidance L143 entitled "Work with materials containing asbestos" both issued by the Health and Safety Commission are followed;
  - c) that the guidance in "Asbestos: The licensed contractors' guide" HSG247 issued by the Health and Safety Commission be followed where applicable;
  - d) that only Respiratory Protective Equipment (RPE) that is marked with a CE symbol is used and that any Respirator not so marked is not used;
  - e) that the selection, use and maintenance of RPE follows both the manufacturer's recommendations and Health and Safety Executive Guidance Note HSG53 where applicable; or
  - f) that **you** will observe any other existing, replacing or subsequent legislation or guidance or Codes of Practice applicable to their activities involving asbestos and/or asbestos containing materials.
- 1.5 For the purpose of this clause the following definition is added to and included in the definitions to this Section:

### Regulation 3(2)(c)(ii) materials

Regulation 3(2)(c)(ii) materials means materials in which the asbestos fibres are firmly linked in a matrix as defined in Approved Code of Practice and guidance L143 entitled: "Work with materials containing asbestos" issued by the Health and Safety Commission.

## 2 Damage to that part worked upon – Customers' premises extension additional buyback

Standard Clause – Customers' premises is deleted and replaced by the undernoted:

## Section Public and Products (including Inefficacy) Liability

**We** will indemnify **you** for **your** liability arising from **damage** to premises and their contents temporarily in **your** custody, possession or control for the purpose of undertaking work, including when such **damage** occurs to that part of the premises or contents upon which **you** are or have been working, resulting directly from the work process being undertaken.

- 2.1 The extension of cover granted by this clause shall not apply in respect of premises and their contents belonging to **you** or occupied by **you** as tenants;
- 2.2 Cover under this extension is granted provided that:
  - 2.2.1 **We** shall not be liable to pay the **excess** stated in the **schedule**.
  - 2.2.2 The maximum amount payable under this extension for any one occurrence shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

### 3 Fidelity bonding extension

Notwithstanding Standard Clause – Criminal acts **we** will on **your** written request indemnify **your** customers against **damage** to property and **money** for which **you** have no legal liability due to arson, malicious damage, theft, fraud, dishonesty or embezzlement by **your employees** committed during the **period of insurance** and discovered not later than:

- 3.1 three (3) months after either the termination of employment of said **employee**; or
- 3.2 **you** or **your** partner, director, officer or other senior manager becomes aware of the loss or aware of any fact(s) that give reasonable grounds to believe that a loss as **insured** by this clause has been or may be incurred even though the exact amount of the loss may not be known;

whichever shall occur first.

Provided always that:

- 3.3 **our** liability in respect of the acts of any one **employee** shall not exceed the **sub-limit of indemnity** stated in the **schedule** regardless of the period during which the acts were committed;
- 3.4 **our** liability in respect of any one loss or series of losses arising from one source or original cause, shall not exceed the **sub-limit of indemnity** stated in the **schedule**. Not more than one claim in respect of any one **employee** shall be payable under this extension;
- 3.5 the following special conditions shall apply in respect of this extension:
  - 3.5.1 reasonable care

**you** must at all times take reasonable care to ensure that suitable and competent persons are employed.
  - 3.5.2 monies due to the **employee**

any **money** of the **employee** held by **you** and any **money** which but for the acts of fraud or dishonesty would have been due to the **employee** from **you** shall be deducted from **your** customer's loss. **You** and **we** shall share any other recovery

## Section Public and Products (including Inefficacy) Liability

made on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss;

- 3.6 **we** shall not be liable for the **excess** shown in the **schedule**
- 3.7 the maximum payable under this extension in the aggregate during any one **period of insurance** shall not exceed the total **limit of indemnity** stated in the **schedule**;
- 3.8 this extension shall not apply to any **bodily injury** or **damage** directly or indirectly sustained by **you**.

### 4 Financial loss (including products) extension

Cover under this Section of this **policy** is extended to include **your** liability for financial loss incurred by others provided that:

- 4.1 a claim is first made against **you** during the **period of insurance**;
- 4.2 such liability arises from or is caused by:
  - 4.2.1 accidental:
    - a) escape or discharge of any substance or gas from any premises owned or occupied by **you**;
    - b) stoppage or interference with pedestrian, rail, air, vehicular or waterborne traffic;
    - c) obstruction, loss of amenities, trespass, nuisance or similar cause;
  - 4.2.2 such other occurrence that is not a deliberate or intentional act by or omission of any party entitled to indemnity by this **policy** the effect of which will knowingly result in financial loss.
- 4.3 this extension shall not apply in respect of:
  - 4.3.1 financial loss incurred in respect of or in consequence of **bodily injury** or **damage** to property;
  - 4.3.2 costs incurred in or in consequence of recalling, replacing or making good products or workmanship performed by **you** or on **your** behalf;
  - 4.3.3 fines, penalties or liquidated damages;
  - 4.3.4 liability which attaches by way of any contract or agreement that would not have been attached in the absence of such contract or agreement;
  - 4.3.5 liability resulting from conspiracy, conversion, deceit, inducement to breach of contract, injurious falsehood or infringement of patent, copyright, trademark or name;
  - 4.3.6 claims brought in **North America** arising out of any breach or alleged breach of anti-trust laws;

## Section Public and Products (including Inefficacy) Liability

- 4.3.7 claims which arise out of **circumstances** notified to previous insurers or known to **you** at inception of this Optional Extension;
- 4.3.8 liability arising from advice, design, plans, specifications, formulae, surveys, instructions or directions:
- a) given for a fee by **you** or on **your** behalf unless relating to any **products** for which indemnity is provided by this **policy**,
  - b) given without a fee and for which indemnity is provided by other insurance;
- 4.3.9 any amount exceeding a **sub-limit of indemnity** stated in the **schedule** for all claims in total during one **period of insurance**;
- 4.4 in respect of each and every claim under this extension **we** shall not be liable for the **excess** shown in the **schedule**.

### 5 Loss of keys extension

Exclusion – Loss of keys and locks does not apply in respect of the cover granted by the following clause:

**We** will indemnify **you** in respect of amounts which become payable to indemnify **your** customers resulting from loss of **keys** whilst in **your** custody. Provided that:

- 5.1 amounts payable shall be restricted to:
- 5.1.1 the reasonable cost of replacement or alteration of **keys** and/or locks operated by **keys** and/or reprogramming the associated security software;
  - 5.1.2 the consequential loss suffered by **your** customer following the loss of **keys** arising from either:
    - a) their inability to gain access to their premises; or
    - b) the misuse of **keys** by any **person** other than **your employee**;
  - 5.1.3 the additional temporary necessary protection to the premises of **your** client;
- 5.2 in respect of each and every incident under this extension **we** shall not be liable for the **excess** shown in the **schedule**;
- 5.3 the maximum amount payable under this extension in the aggregate during any one **period of insurance** shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

### 6 Misuse of telephones extension

**We** will on **your** written request, indemnify **your** customers against loss of money for which **you** have no legal liability due to the unauthorised use of customers' telephones by **your employee(s)** committed during the **period of insurance** and discovered not later than:

- 6.1 three (3) months after either the termination of employment of said **employee**; or



## Section Public and Products (including Inefficacy) Liability

6.2 **you** or **your** partner, director, officer or other senior manager becomes aware of the loss or aware of any fact(s) that give reasonable grounds to believe that a loss as insured by this clause has been or may be incurred even though the exact amount of the loss may not be known;

Provided that:

6.3 **our** liability in respect of the acts of any one **employee** shall not exceed the **sub-limit of indemnity** as stated in the **schedule** regardless of the period during which the acts were committed;

6.4 **our** liability in respect of any one loss or series of losses arising from any one source or original cause shall not exceed the **sub-limit of indemnity** as stated in the **schedule**. Not more than any one claim in respect of any one **employee** shall be payable under this extension;

6.5 the following special conditions shall apply in respect of this extension:

6.5.1 reasonable care

**you** must at all times take reasonable care to ensure that suitable and competent persons are employed.

6.5.2 monies due to the **employee**

any money of the **employee** held by **you** and any money that but for the acts of fraud or dishonesty would have been due to the **employee** from **you** shall be deducted from **your** customer's loss. **We** shall share with **you** any other recovery made on account of any loss in the proportion that the amount of the loss borne by each bears to the total amount of the loss.

6.6 this extension shall not apply to any loss of **money** sustained by **you**;

6.7 in respect of each and every claim under this extension **we** shall not be liable for the **excess** shown in the **schedule**.

## 7 North America (products) extension

Notwithstanding the Exclusion – North America to this Section, the territorial limits to this Section of the **policy** shall include **North America** provided that:

7.1 **we** shall not indemnify any **insured**, subsidiary, party or company incorporated, domiciled, registered or resident in **North America**;

7.2 this extension shall not apply in respect of any amount exceeding a **sub-limit of indemnity** stated in the **schedule** including any **defence costs** recoverable hereunder;

7.3 this extension shall not apply in respect of:

7.3.1 **liability** which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

7.3.2 fines, penalties, punitive, vindictive or exemplary damages;

## Section Public and Products (including Inefficacy) Liability

- 7.3.3 **bodily injury** or **damage** to or loss of use of property or financial economic or consequential loss directly or indirectly caused by **pollution** or contamination including the cost of remaking, nullifying and cleaning up such **pollution** or contaminating substances;
- 7.4 this extension shall not apply in respect of visits to **North America** involving any manual or supervisory activities;
- 7.5 in respect of each and every occurrence giving rise to or causing **damage** to property (irrespective of the number of claims occasioned thereby) **we** shall not be liable to pay the **excess** shown in the **schedule** where the action for damages is brought in **North America**.

### 8 Products and workmanship extension

Notwithstanding the Exclusion - Products and Workmanship, this Section extends to include **your** legal liability for costs of rectifying defective work or defective products where such work or products have caused:

- 8.1 **bodily injury** to any **person** other than an **employee**; or
- 8.2 **damage** to property other than **products** which are the subject of the same contract

the maximum amount payable under this extension during any one **period of insurance** shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

**We** shall not be liable to pay the **excess** stated in the **schedule**.

### 9 Temporary removal of customers' property for cleaning or treatment

**We** will indemnify **you** for **your liability** for **damage** caused to customers' property whilst temporarily removed from customers' premises and whilst in transit to the **business** for the purposes of cleaning, repair, renovation or treatment by **you**, provided that:

- 9.1 in respect of this extension:
- 9.1.1 the **limit of indemnity** is restricted to the sum specified in the **schedule** in respect of any one customer and/or occurrence;
- 9.1.2 the maximum amount payable in the aggregate during any one **period of insurance** shall not exceed the sum specified in the schedule;
- 9.2 this extension shall not apply in respect of property left unattended whilst in the open or unattended whilst in vehicles;
- 9.3 in respect of each and every claim under this extension we shall not be liable for the **excess** shown in the **schedule**.

### 10 Use of firearms, shotguns and/or air guns

Exclusion – Firearms, shotguns and/or air guns, does not apply in respect of the cover granted by the following clause.

## Section Public and Products (including Inefficacy) Liability

- 10.1 We will indemnify you for your liability for bodily injury or damage resulting from the use of **firearms, shotguns and/or air guns** by you or any of your employees in the course of the business provided that:
- 10.1.1 **you** or any **employee** using **firearms, shotguns and/or air guns**, holds a current license to use the **firearms, shotguns and/or air guns** and for the purpose for which it is being used in accordance with the requirements of the Firearms Act 1968 and any subsequent or amending legislation;
  - 10.1.2 when not in use all **firearms, shotguns and/or air guns** are kept secured in accordance with the requirements of the Firearms Rules 1998 and any ammunition is stored securely in a separate location.
  - 10.1.3 all **firearms, shotguns and/or air guns** are used only in accordance with the requirements of the following Acts or any subsequent or amending legislation:
    - a) The Wildlife and Countryside Act 1981
    - b) The Ground Game Act 1880
    - c) The Pests Act 1954
    - d) The Protection of Badgers Act 1992
- 10.2 **Our** maximum liability under this Optional Extension for any one occurrence shall not exceed the **sub-limit of indemnity** stated in the **schedule**.
- 10.3 **We** shall not be liable to pay the **excess** stated in the **schedule**.

## 11 Use of heat extension

The Exclusion - Use of Heat is deleted and the insurance by this Section is extended to cover use of heat provided that **you** comply with the following condition precedent:

- 11.1 It is a condition precedent to **our** liability to provide an indemnity under this insurance that, when using a naked flame or other heat source including but not limited to:
- 11.1.1 oxyacetylene;
  - 11.1.2 electric arc or similar welding or cutting equipment;
  - 11.1.3 blow lamps;
  - 11.1.4 otherwise applying heat [but not including soldering irons or heat guns];
- away from **your premises, you** and **your employees** shall take all reasonable precautions to prevent damage.
- 11.2 Where the use of heat away from **your premises** involves:
- 11.2.1 oxyacetylene;
  - 11.2.2 electric arc or similar welding or cutting equipment;
  - 11.2.3 blow lamps;
  - 11.2.4 otherwise applying heat [but not including soldering irons or heat guns];

## Section Public and Products (including Inefficacy) Liability

and the work is subcontracted; then **you** shall require the subcontractor to also take all reasonable precautions to prevent damage.

11.3 The term 'reasonable precautions' shall include but not be limited to the following:

11.3.1 Before Starting Work:

- e) a person shall be made responsible for fire safety and for ensuring that reasonable precautions are taken;
- f) all persons shall be made aware of the location of the site's fire alarms and firefighting equipment;
- g) the responsible **person** shall examine all property within a radius of six (6) metres from where the heat is being applied and where possible, remove all combustible materials or otherwise cover and protect by overlapping sheets or screens of non-combustible material.

11.4 During the Process of Work

11.4.1 a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use:

- a) at least two buckets of dry sand or two fully charged fire extinguishers; or
- b) if available and appropriate approval has been obtained, a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable or provision of such a hose is not practical, then two (2) fully charged fire extinguishers must be available and if used during the process, the heat work must cease until two (2) fully charged and working fire extinguishers are made available;

11.4.2 the lighting of equipment shall be in accordance with manufacturer's instructions and no piece of lighted equipment shall be left unattended,

11.4.3 gas cylinders not required for immediate use shall be kept at least six (6) metres from where the heat is being applied.

11.5 After Ceasing Work

a continuous examination for one (1) hour shall be made of the area within a radius of six (6) metres from where the heat has been applied to ensure that there is no risk of fire.

11.6 Furthermore where **you** or persons acting on **your** behalf burn debris away from their premises, it is a condition precedent to **our** liability under this Optional Extension that the following precautions must be taken on each occasion:

11.6.1 fires to be in a cleared area and at a distance of at least ten (10) metres from any property;

11.6.2 fire not to be left unattended at any time;

11.6.3 a suitable fire extinguisher to be kept available for immediate use;

## Section Public and Products (including Inefficacy) Liability

11.6.4 fires to be extinguished at least one (1) hour prior to leaving site at the end of each working day.

the maximum amount payable under this extension during any one *period of insurance* shall not exceed the *sub-limit of indemnity* stated in the *schedule*.

**We** shall not be liable to pay the *excess* stated in the *schedule*.

## Professional Indemnity Section

This Section of the *policy* is on a claims made basis. It applies only to claims first made against *you* and notified to *us* during the *period of insurance*, unless stated otherwise.

### Definitions

#### 1 Collateral warranty or duty of care agreement

Collateral warranty or duty of care agreement means any written agreement signed by the contracting parties that creates a duty of care by the *insured* to any party other than the *insured's* direct client.

#### 2 Limit of indemnity

Limit of indemnity means the limit of indemnity on the *schedule* which will be the maximum amount *we* will pay (including *defence costs*) in total for all *claims* notified to *us* during the *period of insurance*.

If more than one party makes a *claim* in respect of the same occurrence, *we* will not pay more than the *limit of indemnity* in respect of that occurrence.

#### 3 Pollutant

Pollutant means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant including, but not limited to, asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

#### 4 Pollution

Pollution means:

- 4.1 the actual alleged or threatened discharge, seepage, migration, dispersal, release or escape of *pollutants* at any time;
- 4.2 any cost, expense, claim or suit arising out of any request demand or order as a result of actual alleged or threatened discharge, seepage, migration, dispersal, release or escape of *pollutants* at any time that *you* or any *other insured party* test for, monitor, clean up, remove, contain, treat, detoxify or neutralise or in any way respond to or assess the effects of *pollutants*.

#### 5 Specified professional activities

Specified professional activities means the supply or performance by *you* as a professional of any:

- 5.1 design, plan or specification;
- 5.2 supervision of construction;

## Section Professional Indemnity

- 5.3 feasibility study;
- 5.4 technical information calculation;
- 5.5 surveying;
- 5.6 consultancy;
- 5.7 testing;
- 5.8 training;

undertaken only by or under the direction and direct control of a properly qualified **person**. A properly qualified **person** will mean personnel with appropriate professional qualifications or not less than five (5) years relevant experience for the specific professional activities in which they are engaged.

## Professional Indemnity

### 1 Cover

**We** agree to pay on **your** behalf, amounts payable by way of compensatory damages including claimant's costs and **defence costs** for any **claim** for compensation first made against **you** during the **period of insurance** and notified to **us** in accordance with the terms of this Section, in respect of liability for:

- 1.1 breach of professional duty;
- 1.2 negligent act, negligent error or negligent omission;
- 1.3 negligent misstatement or negligent misrepresentation;
- 1.4 defamation or other tort related to disparagement of character, including libel or slander; or
- 1.5 other civil liability not included above;

incurred in connection with **your business** within the **territorial limits** incurred by **you** or **your** firm in the conduct and the carrying out of the **specified professional activities** or arising from any negligence committed or alleged to have been committed by any consultant, sub-contractor or agent for whose negligent acts, negligent errors or negligent omissions **you** are legally liable; up to the **limit of indemnity** shown on the **schedule**.

### 2 Limit of indemnity

- 2.1 The amount stated in the **schedule** as the **limit of indemnity** is the maximum payable by **us** under this Section
- 2.2 Any **sub-limit of indemnity** stated shall be part of and not in addition to the **limit of indemnity**.
- 2.3 Where payment exceeding the **limit of indemnity** has to be made to dispose of a claim, **our** liability for **defence costs** shall be limited to such proportion of the said **defence costs** as the **limit of indemnity** is to the total amount paid to dispose of the claim.



## **Professional Indemnity Costs and Expenses**

### **1 Arbitration and adjudication**

The indemnity provided by the Cover clause includes liability which **you** may incur in respect of any **claim** (including claimants' **legal** costs and expenses) first made against **you** during the **period of insurance**, as a result of:

- a) any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts, as contained in the Local Democracy, Economic Development and Construction Act 2009 (formerly Housing Grants, Construction and Regeneration Act 1996) or an adjudication clause or rules contained in a contract; or
- b) any award by an arbitrator or tribunal of arbitrators (whether under the Surveyors and Valuers Arbitration Scheme 1998 or otherwise).

### **2 Compensation for court attendance**

**We** will pay compensation to **you**, with **our** prior written and continuing consent, in the event that the legal advisers acting on **your** behalf require **you**, **your employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **claim** made against **you** for which cover is afforded under this **policy** at the following rates for each day or part thereof on which attendance is required:

- |     |  |        |
|-----|--|--------|
| 2.1 | any of <b>your</b> directors or principal partners | GBP500 |
| 2.2 | any other <b>employee</b>                          | GBP250 |
| 2.3 | any other relevant party                           | GBP250 |

### **3 Costs prior to handover**

**We** agree to indemnify **you** subject to procedure set out in Section - Claim Conditions for costs and expenses reasonably incurred with **our** prior written and continuing consent in respect of rectifying prior to any practical completion, take-over certificate or defects period, any defect in the works constructed by **you** or by **your** sub-contractor.

Provided that **you** are able to demonstrate on a balance of probabilities that the need for such rectification is due to **your** negligence in the conduct of **your business** and is necessary to mitigate a **claim** or likely **claim** that would otherwise have been insured under this insured section.

### **4 Defence costs**

Following any event which is or may be the subject of indemnity under this insured section, **we** agree to indemnify **you** for **defence costs** of dealing with any claim, incurred with **our** prior written and continuing consent provided that if the **limit of indemnity** is exhausted by the payment or settlement of any **claim** or loss **our** liability to pay **defence costs** in respect of that **claim** or loss shall be limited to such proportion of those **defence costs** as the **limit of indemnity** available for payment or settlement of that **claim** or loss bears to the total payment (including where applicable claimants' costs) required to dispose of that **claim** or loss.

**5 Defence costs for criminal proceedings**

**We** agree to pay on behalf of **you**, **defence costs** incurred with **our** prior written and continuing consent:

- 5.1 in the defence or settlement of any **claim** for which indemnity is provided under this section;
- 5.2 in the defence of any criminal proceedings first brought against **you** during the **period of insurance** and notified to **us** in accordance with the terms of this **policy** in respect of the conduct of **your business** brought under a prevailing listed building, building regulation or health and safety legislation including the Construction (Design and Management) Regulations 2007, the Planning (Hazardous Substances) Act 1990, the Occupiers Liability Act 1957 and the Health and Safety at Work Act 1974 and any applicable statutory instruments, orders or regulations or any applicable codes of practice or procedures issued by the Health and Safety Executive or the Health and Safety Commission.

## Professional Indemnity Extensions

These Extensions do not increase the **limit of indemnity** or **our** maximum payment to **you** unless otherwise stated. The coverage provided under the Cover clause above is extended to provide cover for the following:

### 1 Awards by Ombudsman

Notwithstanding the 'Ombudsman' exclusion **we** will agree to indemnify **you** against any award made by an ombudsman in respect of any case accepted by the ombudsman for review in his position as ombudsman under any recognised scheme where the **claim**:

1.1 is first made against **you**; and/or

1.2 arises out of any **circumstance**, which **you** shall first notify, during the **period of insurance**.

Provided that:

1.3 the ombudsman has operated within any terms of reference or rules applicable to their appointment;

1.4 **our** liability shall not exceed GBP150,0000 for each **claim** and the aggregate for the **period of insurance**;

1.5 where an ombudsman makes an award which is rejected by the claimant who then pursues the matter through the courts, both the complaint to the ombudsman and all subsequent court proceedings shall be treated as a single **claim** made at the date of the first **claim** against **you**.

### 2 Collateral Warranties

**We** will indemnify the **insured** against any **claim** made against the **insured** within the **period of insurance** as a direct result of any breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation on the part of the **insured** or any **sub-contractor** in performing their obligations accepted under **collateral warranties or duty of care agreements** or similar agreements but only in so far as the benefits of such **collateral warranties or duty of care agreements** or similar agreements are not greater or longer lasting than those given to the party with whom the **insured** originally contracted.

### 3 Dishonesty of employees

**We** will indemnify the **insured** for legal liability to pay compensatory damages as a result of any claim against the **insured** during the **period of insurance** when alleged in conjunction with a **claim** covered under the Cover clause arising directly or indirectly from any dishonest, fraudulent, malicious or criminal act or omission of any of the insured's **employees** excluding partners, directors or principals, but the insurance by this **policy** excludes any indemnity to the insured's **employee** committing or colluding in the dishonest act, fraud, malicious or illegal act or omission.

#### **4 Infringement of copyright, patent or registered design**

**We** will pay the damages, claimants' costs or **defence costs** that **you** become legally responsible to pay at law as a result of any claim made against **you** during the **period of insurance** alleging infringement of copyright or breach of confidence committed in good faith by:

4.1 **you**, or

4.2 **your employee**

in connection with the **business** whilst carrying out any **specified professional activities**.

#### **5 Joint ventures**

**We** agree to indemnify **you** against any claim covered under the Cover clause brought during the **period of insurance** against **you** arising solely from the conduct of **your business** in any joint venture provided always that the relevant fees or turnover have been declared to **us** at the renewal immediately following the commencement of such work and all subsequent renewals. For the purpose of clarity this extension shall only apply to **your** acts arising solely from the conduct of **your business**.

#### **6 Loss of documents**

6.1 **We** will pay the damages, claimants' cost and/or **defence costs** that **you** become legally responsible to pay at law as a result of loss of any documents necessary for the carrying out of any **specified professional activities**, whether owned by **you** or entrusted to **you**, which are, or supposed or believed to be, in:

6.1.1 **your** possession; or

6.1.2 the possession of any other party with whom the documents have been entrusted, lodged or deposited by **you** within the **United Kingdom**;

that have been destroyed, damaged, lost or mislaid, and after diligent search cannot be found during the **period of insurance**.

6.2 **We** will also pay the expenses incurred by **you** with **our** prior written and continuing consent, in replacing or restoring the documents.

6.3 But cover by this Extension excludes and **we** will not indemnify **you**:

6.3.1 unless the claim for expenses is supported by bills or accounts approved by **us**;

6.3.2 if any claim is brought about by, or contributed to, by **your** dishonesty or that of a partner or **employee**;

6.3.3 unless **you**, after **our** payment of the claim, pass to **us** any rights of recovery that may exist;

6.3.4 any amount in **excess** of the sum stated in the **schedule** for all claims during one **period of insurance**;

6.3.5 the **excess** stated in the **schedule** in respect of each and every **claim** under this extension;

## Section Professional Indemnity

6.3.6 if any **claim** is covered by Section – Contract Works.

### 7 Mitigation of a loss

**We** will pay the expenses **you** necessarily incur in respect of any action taken to mitigate a loss or a potential loss that otherwise would result in a claim under this section.

However, it will be for **you** to prove a **claim** under this extension and **you** must give **us** written notice during the **period of insurance** of **your** intention to take action that will incur the expenses.

### 8 Pollution and contamination

Solely as regards the cover granted by this Pollution and contamination Extension the Exclusion - Pollution is deleted and of no effect.

8.1 Section - Professional indemnity liability is extended to indemnify **you**:

8.1.1 against legal liability to pay damages or compensation including claimants' costs recoverable from **you** for loss of or physical damage to or destruction of tangible property or loss of use of such property destroyed or damaged where:

- a) seepage, **pollution** or contamination is caused by a sudden, unintended and unexpected happening during the **period of insurance**; and
- b) the same is a direct result of **your** negligent structural design or specification or failure to report a structural defect in a property damaged or destroyed.

8.1.2 against legal liability to pay the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure

arising from any **claim** first made against **you** during the **period of insurance**. For the purposes of this Extension only asbestos is deemed not to be a contaminant or a **pollutant**.

8.2 The insurance granted by this Extension excludes and does not cover that part of any **claim** which relates to the cost of remedying and/or rectifying any loss of or damage to the land and environment or any loss of value.

**Our** maximum liability including **defence costs** under this Extension in respect of any one **claim** and in the aggregate during the **period of insurance** shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

### 9 Public relations and crisis management services

Following a claim under this insured section, **we** will pay all reasonable costs which **you** incur with **our** prior written and continuing consent for a public relations and/or crisis management consultant to avert or mitigate damage to any of **your** brands; provided that:

- a) **our** maximum liability shall not exceed the **sub-limit** stated in the **schedule**, which is the maximum payable in respect of any one claim and in the aggregate during the **period of insurance**;

## Section Professional Indemnity

- b) the public relations and/or crisis management consultants shall be chosen by **us** and **we** shall take into account the nature of the claim or loss and the cost and quality of the services that they can deliver, unless **you** have reasonable cause to request a different public relations consultancy and **we** and **you** mutually agree upon such a company.

## **Condition precedent to liability**

### **1 Sub-contractors insurance check**

Where professional work as defined by ***specified professional activities*** is undertaken on ***your*** behalf in the course of the ***business*** by sub-contractors or consultants ***you*** will have used ***your*** best endeavours to ensure that the party to whom responsibility is divested is suitably qualified to carry out such ***specified professional activities*** and that at the time of their engagement they have in force their own professional indemnity insurance cover that has a minimum limit of indemnity of not less than the amount stated in the ***schedule***.

### Exclusions

#### 1 Aircraft, watercraft, vehicles or buildings

This section excludes any **claim**, liability, loss or **defence costs** arising directly or indirectly from:

- 1.1 the ownership, possession or use by **you** or on **your** behalf of any aircraft, watercraft or mechanically propelled vehicle;
- 1.2 the ownership or possession by **you** or on **your** behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by **you**.

#### 2 Asbestos

This section excludes liability for any loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture of, mining of, processing of, use of, installation of, storage of, removal of, disposal of, distribution of, inspection of or testing of or exposure to asbestos, asbestos fibres, asbestos dust or asbestos containing materials but this exclusion will not apply to liability as described by Optional Extensions - Asbestos accidental discovery extension and Asbestos limited materials partial buyback including accidental discovery extension.

#### 3 Associated company

This section excludes any **claim**, liability, loss or **defence costs** brought or maintained by or on behalf of:

- a) any **insured** or any parent of the **insured** or any subsidiary; or
- b) any firm, partnership or entity in which the **insured** or any director or partner of the **insured** has a financial or executive interest;
- c) any **person** who, at the time of the act, error or omission giving rise to the **claim**, is a family member unless such a person is acting without any prior or indirect solicitation or co-operation of any **insured** (family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child);

provided that this exclusion shall not apply to such **claims** originating from an independent third party.

#### 4 Assumed duty or obligation

This section excludes any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving any liability, duty or obligation incurred or assumed by **you** which is not incurred or assumed in the normal conduct of **your business**.

#### 5 Bodily injury and property damage

This insured section excludes any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving **bodily injury** and/or **property damage**:



- a) to or of any **employee** whilst in the course of their employment for or on behalf of the **insured**; and
- b) to any person, other than an **employee**, or damage to or destruction of any property including loss of use thereof, provided that this exclusion shall not apply to claims arising from breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation in the conduct of **specified professional activities** in the course of **your business**.

### 6 Confidentiality

**We** will not pay any claim, alleged claim, liability, loss or **defence costs** if **you** disclose the terms, conditions, exclusions, or the **limit of indemnity** of this **policy** or the amount of the premium paid to any third party except to the extent that **you** are required by law or by contractual agreement or where **we** consent, in writing, to such disclosure.

### 7 Contractual liability

**We** will not pay any **claim**, loss, liability, expenses, costs or **defence costs** arising out of any breach of contract, including but not limited to breach of any express warranty or guarantee or fiduciary relationship (including **collateral warranties or duty of care agreements**, or any such similar agreements), except that this exclusion shall not apply to any liability which **you** would have incurred in the absence of such contract, warranty, guarantee or fiduciary relationship (including **collateral warranties or duty of care agreements** or any such similar agreements).

### 8 Dishonest, malicious, criminal or deliberate illegal acts

**We** will not pay any **claim**, alleged claim, liability, loss or **defence costs** directly or indirectly arising in connection with any dishonest, malicious, criminal or deliberate illegal acts **you** committed or illegal acts or omissions committed by others on **your** behalf except as provided for in Extension – Dishonesty of employees.

### 9 E-Commerce

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs**:

- 9.1 arising from loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- 9.2 arising from malicious acts of any person carried out by electronic means;
- 9.3 for defamation or harassment carried out by electronic means.

### 10 Excess

**We** will not pay the **excess** stated in the **schedule**.

### 11 Hazardous activities

**We** will not pay any claim, alleged claim, liability, loss or **defence costs** of whatsoever nature directly or indirectly caused by or arising from work:

- 11.1 at height where the drop exceeds sixteen (16) metres;
- 11.2 undertaken by **you** or anyone else connected with the **business** on or at any premises or structures used in connection with the production, processing, transportation or storage of gas, oil, petrol or chemicals except that this exclusion shall not apply to retail garages, shops or offices or to work at perimeter fences and boundaries or in non **safety critical locations** at such establishments;
- 11.3 undertaken by **you** or anyone else connected with the **business**:
  - 11.3.1 **offshore**;
  - 11.3.2 on sites located **airside**;
  - 11.3.3 on, alongside or within 5 metres of any railway tracks that are open and not separated from the work by an unbroken brick wall or metal fencing except that this exclusion shall not apply to work on public railway stations;
  - 11.3.4 on the site of any **nuclear installation** or establishment except that this exclusion does not apply to work in offices or at perimeter fences and boundaries at a nuclear site.

### 12 Insolvency

**We** will not pay any claim, alleged **claim**, liability, loss or **defence costs** directly or indirectly arising from **your insolvency**.

### 13 Insurance, finance or financial advice

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs** directly or indirectly arising from **your** negligence in connection with:

- 13.1 the effecting or maintenance of insurance; or
- 13.2 the provision of finance or advice on financial matters.

### 14 Known circumstances

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs** in connection with any **claim** or loss:

- 14.1 made, threatened or intimated against **you** prior to the **period of insurance**;
- 14.2 directly or indirectly arising out of, or in any way involving any fact or **circumstance**:
  - 14.2.1 of which notice has been given, or ought reasonably to have been given, under any previous policy (whether insured by **us** or not); or

14.2.2 of which **you** first became aware prior to the **period of insurance** and which **you** knew or ought reasonably to have known had the potential to give rise to a **claim** or loss.

### 15 Legislation and regulation

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs** directly or indirectly arising out of **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:

- 15.1 the Employment Retirement Income Security Act 1974 and any amendment thereto, or any rules or regulations promulgated thereunder;
- 15.2 any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq. and any amendments thereto, or any rules or regulations promulgated thereunder;
- 15.3 any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto.

### 16 Liability arising out of employment

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs** directly or indirectly arising from liability to any **employee**, former **employee** or prospective **employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

### 17 Libel, slander or defamation

**We** will not pay any **claim**, liability, loss or **defence costs** directly or indirectly arising out of any libel, slander, defamation or mis-statement made recklessly or maliciously by **you**.

### 18 Management liability

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs** caused by or arising from any personal liability incurred by all or any one of **your** directors or officers when:

- 18.1 acting in that capacity or managing **your business**; or
- 18.2 in breach of their fiduciary duty, other than when performing a business activity for a client; or
- 18.3 making or issuing any statement, representation or information concerning **your business** contained in any accounts, reports or financial statements.

### 19 Negotiable Paper

**We** will not pay any **claim**, liability, loss or **defence costs** arising directly or indirectly from the loss, **damage** or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.

### 20 North America

**We** will not pay any **claim**, alleged **claim** or **defence costs** in the form of any kind of legal (including arbitration) or regulatory proceedings brought in **North America** or outside of **North America** to seek enforcement or upholding of a judgement, award or order made in **North America**.

### 21 Nuclear risks

**We** will not pay any **claim**, alleged **claim**, liability, loss or **defence costs** of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- 21.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- 21.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 22 Ombudsman

This Section excludes liability in respect of any ombudsman's award, except to the extent covered under Extension - Awards by ombudsman.

### 23 Other insurance

**We** will not pay any **claim**, loss, liability, expenses, costs or **defence costs** where **you** are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this **policy** not been effected. Where any policy more specific to the matter for which indemnity is sought exists, this **policy** shall sit in excess of any such policy.

### 24 Patent or trade secret

**We** will not pay any **claim**, liability, loss or **defence costs** arising directly or indirectly out of the infringement of any patent or trade secret.

### 25 Plea or finding of guilt

**We** will not pay any **claim**, liability, loss or **defence costs** payable under Professional Indemnity Costs and Expenses - Defence costs for criminal proceedings 5.2 following a plea or finding of guilt on **your** part or in the event that a Queen's Counsel advises that there are no reasonable prospects of successfully defending the proceedings provided that this exclusion shall not apply to **defence costs** incurred solely for the purpose of making a plea in mitigation before sentencing or incurred in making an appeal if such Queen's Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

### 26 Pollution

**We** will not pay damages or **defence costs** or for any other loss, liability or expense for:

- 26.1 **bodily injury**, loss of or damage to, or loss of use of property directly or indirectly caused by seepage, **pollution** or contamination;

26.2 the cost of removing, nullifying, or cleaning-up, seeping, **polluting** or contaminating substances.

## **27 Retroactive date – negligence before the date**

**We** will not pay any **claim**, liability, loss or **defence costs** arising from any act error or omission committed, or alleged to have been committed, prior to the **retroactive date**.

## **28 Specifications and estimates**

**We** will not pay any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving any:

28.1 incorrect or inadequate specification of materials or performance; or

28.2 incorrect or inadequate estimate of construction costs or cost advice but this exclusion shall not apply where such estimate of construction costs or cost advice is provided by a professionally independent qualified quantity surveyor; or

28.3 incorrect or inadequate programming or estimate of the period of construction;

unless in any such case arising out of any negligence in the conduct of **your business**;

Provided always that **you** shall establish to the satisfaction of the **insurer** that the error or omission was unintentionally negligent.

## **29 Takeover or merger**

**We** will not pay any **claim**, loss, liability, expenses, costs or **defence costs** arising directly or indirectly by reason of acts, errors or omissions committed by **you** after the date of any take-over or merger unless otherwise agreed by **us**.

## **30 Trading loss and liabilities**

**We** will not pay any **claim**, loss, liability, expenses, costs or **defence costs** arising directly or indirectly from:

30.1 **your** lost profit, mark-up or liability for VAT or its equivalent;

30.2 **your** trading loss or trading liability including those arising from the loss of any client, account or business;

30.3 **your** decision to notify individuals or procure credit monitoring services following any form of data breach.

## **31 War and Terrorism**

**We** will not pay any **claim**, loss, liability, expenses, costs or **defence costs** of whatsoever nature directly or indirectly caused by, resulting from or in connection with **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the claim.

## Section Professional Indemnity

This exclusion also excludes any **claim**, liability costs, **defence costs** or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

## Optional Extensions – Professional Indemnity

The following clauses only apply where shown under optional extensions on the *schedule*.

### 1 Asbestos accidental discovery extension

Solely as regards the cover granted by this Asbestos accidental discovery clause the Exclusion – Asbestos is deleted and of no effect.

- 1.1 Section – Professional Indemnity is extended to indemnify **you** against legal liability to pay damages or compensation including claimant's costs recoverable from **you** arising from any **claim** first made against **you** during the **period of insurance** for breach of professional duty, negligent act, error or omission occurring at any time after the **retroactive date** that causes accidental discovery of asbestos and/or asbestos containing materials.
- 1.2 Further **we** agree that any **circumstance(s)** notified to **us** during the **period of insurance** which subsequently gives rise to a **claim** after expiry of the **period of insurance** shall be deemed to be a claim first made during the period of insurance.
- 1.3 The cover provided by this Asbestos accidental discovery clause excludes and does not cover:
  - 1.3.1 breach of professional duty, negligent act, error or omission resulting in accidental discovery of asbestos or asbestos containing materials which occurred on or before the **retroactive date**;
  - 1.3.2 any **claims** arising from the existence of or exposure to asbestos and/or asbestos containing materials where **you** were aware of the **circumstance** or event which gave rise to the **claim** before the inception date of this Section;
  - 1.3.3 liability arising from any subsequent activities carried out by qualified licensed sub-contractors which are related or connected to dealing with the discovered asbestos and/or asbestos containing materials;
  - 1.3.4 any liability in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
  - 1.3.5 liability to pay damages or compensation including claimants' costs recoverable from **you** and **defence costs** in excess of the **sub-limit of indemnity** stated in the **schedule** which sum shall be the maximum **we** will pay in the aggregate during any one **period of insurance**; and
  - 1.3.6 the **excess** stated in the **schedule** for each and every claimant.

### 2 Asbestos limited materials partial buyback including accidental discovery extension

Solely as regards the cover granted by this Asbestos limited containing materials partial buyback including accidental discovery clause, the Exclusion – Asbestos is deleted and of no effect.

## Section Professional Indemnity

- 2.1 Section – Professional Indemnity is extended to indemnify **you** against legal liability to pay damages or compensation including claimant's costs recoverable from **you** arising from any claim first made against **you** during the **period of insurance** for breach of professional duty, negligent act, error or omission occurring at any time after the **retroactive date** caused by the exposure to, existence or accidental discovery of asbestos and/or asbestos containing materials.
- 2.2 Further **we** agree that any **circumstance(s)** notified to **us** during the **period of insurance** which subsequently gives rise to a claim after expiry of the **period of insurance** shall be deemed to be a claim first made during the **period of insurance**.
- 2.3 **We** shall only provide an indemnity in accordance with the terms of this **policy** when **you** are engaged in work with asbestos:
- 2.3.1 where a licence is not required; or
- 2.3.2 in work with asbestos that is subject to the Notifiable Non-licenced Work requirements;

set out in the Control of Asbestos Regulations 2012, involving **regulation 3(2)(c)(ii) materials** or any liability arising from the clean up or removal thereof.

- 2.4 This Asbestos partial buyback clause excludes and does not cover:
- 2.4.1 breach of professional duty, negligent act, error or omission caused by the existence of or exposure to asbestos or asbestos containing materials which occurred on or before the **retroactive date**;
- 2.4.2 any claims arising directly or indirectly from the existence of or exposure to asbestos and/or asbestos containing materials where **you** were aware of the **circumstance** or event which gave rise to the claim before the inception date of this Section;
- 2.4.3 any building and/or structure that is subject to the clean up or removal is owned, leased or hired by or under hire purchase or on loan to the **you**;
- 2.4.4 any claims arising directly or indirectly out of any property owning activities;
- 2.4.5 any work carried out by licenced contractors;
- 2.4.6 liability arising from any subsequent activities carried out by qualified licensed sub-contractors which are related or connected to dealing with the discovered asbestos and/or asbestos containing materials;
- 2.4.7 the **excess** shown on the **schedule** shall apply to each and every claimant;
- 2.4.8 liability to pay damages or compensation including claimant's costs recoverable from **you** and **defence costs** in excess of the **sub-limit of indemnity** shown on the **schedule** which sum shall be the maximum **we** will pay in the aggregate during any one **period of insurance**;
- 2.4.9 any liability in respect of the diminution in the value of property or loss of or potential loss of rental income or any other consequential losses (including **business** interruption) howsoever arising; and



## Section Professional Indemnity

- 2.4.10 any claim arising directly or indirectly out of **your** failure to adopt or comply with the following risk management provisions in so far as they were applicable or could have applied at the time of exposure to asbestos or asbestos containing materials:
- a) that all work must be carried out in accordance with the Control of Asbestos Regulations 2012;
  - b) that all applicable provisions and recommendations in the Approved Code of Practice and guidance L127 entitled “The management of asbestos in non-domestic premises” and in the Approved Code of Practice and guidance L143 entitled “Work with materials containing asbestos” both issued by the Health and Safety Commission are followed;
  - c) that the guidance in “Asbestos: The licensed contractors’ guide” HSG247 issued by the Health and Safety Commission be followed where applicable;
  - d) that only Respiratory Protective Equipment (RPE) that is marked with a CE symbol is used and that any Respirator not so marked is not used;
  - e) that the selection use and maintenance of RPE follows both the manufacturer’s recommendations and Health and Safety Executive Guidance Note HSG53 where applicable; or
  - f) that **you** will observe any other existing replacing or subsequent legislation or guidance or Codes of Practice applicable to their activities involving asbestos and/or asbestos containing materials.
- 2.5 For the purpose of this clause the following definition is added to and included in the definitions to this Section.

### **Regulation 3(2)(c)(ii) materials**

Regulation 3(2)(c)(ii) materials means materials in which the asbestos fibres are firmly linked in a matrix as defined in Approved Code of Practice and guidance L143 entitled: “Work with materials containing asbestos” issued by the Health and Safety Commission.

### Directors' and Officers' Section

This Section of the *policy* is on a claims made basis. It applies only to claims first made against *you* and notified to *us* during the *period of insurance*, unless stated otherwise

#### Definitions

##### 1 Company

Company means the firm stated in the *schedule* and shall include all its *subsidiary companies*.

##### 2 Continuous cover date

Continuous cover date means the date stated as such in the *schedule*.

##### 3 Director or officer

Director or officer means a director or officer of the *company*.

##### 4 Employment practice

Employment practice means:

- 4.1 discrimination with respect to the terms or conditions of employment on the basis of an individual's race, colour, religion, age, sex, national origin, disability, pregnancy, sexual orientation or preference or other status protected under applicable law; or
- 4.2 sexual harassment, including unwelcome sexual advances, requests for sexual favours, and any unwelcome verbal, visual or physical contact of a sexual nature which:
  - 4.2.1 is explicitly or implicitly made a term or condition of employment;
  - 4.2.2 creates a hostile or offensive working environment;
  - 4.2.3 when rejected or opposed by a person becomes a basis for decisions regarding that person's employment; or
- 4.3 defamation relating to a person's job skill, job performance, qualifications for employment, professional reputation, disciplinary history, or termination of employment; or
- 4.4 unfair or wrongful termination of employment or refusal to hire; or
- 4.5 adverse change in the terms and conditions of a person's employment in retaliation for that person's exercise of his or her rights under law, or support of the rights of another.

##### 5 Extradition proceedings

Extradition proceedings means a request for extradition of an *insured person*, a warrant for arrest in respect of an *insured person* or other proceedings under the provisions of the Extradition Act 2003 in the *United Kingdom* or similar legislation in any other jurisdiction.

### 6 Independent lawyer

Independent lawyer means:

- 6.1 where the **claim** is in England, a Queen's Counsel agreed upon by the **insured person** or the **company** and **us** or failing such agreement to be nominated by the chairman for the time being of the Bar Council of England and Wales; or
- 6.2 where the **claim** is in another jurisdiction, a lawyer of more than ten (10) years' experience agreed upon by the **insured person** or the **company** and **us** or failing such agreement to be nominated by the chairman of the local law society.

### 7 Non-executive director

Non-executive director means any natural person who serves as a non-executive **director or officer**.

### 8 Pollutant

Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed. Legionella bacteria are deemed not to be pollutants for the purpose of this insurance.

### 9 Pollution

Pollution means:

- 9.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 9.2 any cost, expense, claim or suit arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

### 10 Stock offering

Stock offering means the public offer of any of the **company's** own securities (including but not limited to any bond, stock, note, debenture, share or other equity or debt security).

### 11 Subsidiary company

Subsidiary company means:

- 11.1 any company in respect of which the **company** (either directly or indirectly through one or more of its subsidiary companies):
  - 11.1.1 controls the composition of the board of directors; or
  - 11.1.2 controls more than half the voting power at a general meeting of shareholders; or
  - 11.1.3 holds more than half of the issued share capital (regardless of class of share);

## Section Directors' and Officers' Liability

- 11.2 any company as defined above (other than any company part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in the United States of America) which is acquired or created on or subsequent to the inception date of this Section and of which the total assets do not exceed twenty per cent (20%) of the **company's** consolidated total assets as declared in their latest annual report and account;
- 11.3 any other company that **we** have given prior written and continuing consent to for its inclusion as a subsidiary company under this Section.

## 12 Take-over or merger

Take-over or merger means:

- 12.1 any sale of the majority of the issued share capital of the **company**; or
- 12.2 the **company's** merger with or acquisition by another entity such that the company is not the surviving entity and no longer:
- 12.2.1 controls the composition of the board of directors; or
  - 12.2.2 controls more than half the voting power; or
  - 12.2.3 holds more than half of the issued share capital.

Except that this definition shall not apply if any sale of shares in the **company** solely alters the status of the **company** from that of a private company to that of a public company or vice versa.

## 13 Wrongful act

Wrongful act means any actual or alleged wrongful act or omission committed by the **insured person** solely in his capacity as an **insured person** including any:

- 13.1 misstatement;
- 13.2 misrepresentation;
- 13.3 breach of trust;
- 13.4 breach of duty;
- 13.5 breach of warranty of authority;
- 13.6 libel or slander;
- 13.7 **employment practice**.

### Cover

#### 1 Directors' and Officers' liability

**We** agree, subject to the terms, conditions, limitations and exclusions of this Section, to pay on behalf of an **insured person** in respect of his liability for:

- 1.1 compensatory damages and costs awarded against such **insured person** by a court or tribunal empowered to do so; or
- 1.2 exemplary or aggravated damages for libel and slander awarded against such **insured person** by a court or tribunal empowered to do so; or
- 1.3 multiple, exemplary or punitive damages (provided these are in addition to compensatory damages and not a form of tax, fine or similar penalty) awarded by a court or tribunal, if indemnity for this is lawful under the laws of the territory of that court or tribunal; or
- 1.4 settlements comprising any actual or anticipated legal proceedings made with **our** prior written and continuing consent (such consent not to be unreasonably withheld);
- 1.5 **defence costs** incurred with **our** prior written and continuing consent (such consent not to be unreasonably withheld or denied);

arising solely from a **claim** first made during the **period of insurance**, except to the extent that the **company** has indemnified the **insured person** in respect of that **claim**.

#### 2 Company reimbursement

**We** agree, subject to the terms, conditions, limitations and exclusions of this Section, to indemnify the **company**, to the extent it has lawfully indemnified an **insured person** for a claim otherwise insured under the above Directors' and Officers' liability cover clause.

#### 3 Retention

- 3.1 Where a claim is made under this Section by the **company** under the Company reimbursement clause above, **we** shall only indemnify the **company** for payments in excess of the amount stated in the **schedule** as the **excess**. This **excess** shall be applied once to each and every **claim**.
- 3.2 Where a **claim** is made under this Section by an **insured person** under the Cover clause above and the **company** could have indemnified the **insured person** under the applicable general law, but does not do so, the **company** shall reimburse **us** for any indemnity **we** have paid up to the amount of the **excess** stated in the **schedule**. However, the **company** shall have no such obligation where its failure to indemnify the **insured person** is due solely to its insolvency.

### Standard Clauses

#### 1 Advancement of defence costs and expenses

In respect of any **claim** covered by this Section, **we** will advance **defence costs** prior to the final settlement of a **claim**. Such advance payments of **defence costs** shall be:

- 1.1 part of and not exceed the limit of indemnity; and
- 1.2 repayable to **us** by the **insured persons** or the **company** severally according to their respective interests in the event and to the extent that it is determined that they were not entitled under this Section to payment of such **defence costs**.

#### 2 Limit of indemnity

- 2.1 The amount stated in the **schedule** as the limit of indemnity is the maximum payable by **us** under this Section in respect of any one claim and in the aggregate during the **period of insurance** irrespective of the number of:
  - 2.1.1 **claims** made; or
  - 2.1.2 **insureds** entitled to indemnity; or
  - 2.1.3 **wrongful acts**; or
  - 2.1.4 Sections or covers within the Sections under which claims are made under this Section.
- 2.2 The limit of indemnity shall be inclusive of all **defence costs**.
- 2.3 Any **sub-limit of indemnity** stated in the **schedule** shall be part of and not in addition to the limit of indemnity.

#### 3 Manslaughter defence costs and expenses

**We** will, with **our** prior written and continuing consent which consent will not be unreasonably withheld, indemnify an **insured person** in respect of defence costs incurred in investigating and defending allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against such **insured person**; and provided that the claim is first made during the **period of insurance**.

#### 4 Multiple claims

- 4.1 All causally connected or interrelated **wrongful acts**, or conduct jointly constitute a single **wrongful act**, or conduct, under this Section.
- 4.2 Where a single **wrongful act**, or conduct, gives rise to more than one **claim**, all such **claims** jointly constitute one **claim** under this Section.

## Section Directors' and Officers' Liability

### 5 Notice

Notice given by or to one **insured** shall constitute notice by or to all **insured**.

### 6 Pollution

The insurance by this Section is extended to pay on behalf of an **insured person** in respect of his liability for:

6.1 any claim brought by the **company's** shareholders (without any procurement or instigation by any **insured person** or agent of the **company**) on the basis solely that **pollution** has caused a loss in the value of the share capital of the **company**; or

6.2 **defence costs** incurred in defending a **claim**;

providing that any claim is brought in the **United Kingdom** and/or member state of the European Union and that **our** liability under this Standard Clause does not exceed the amount stated in the **schedule**.

### 7 Severability

7.1 The proposal shall be construed as a separate application for insurance under this Section by each **insured person**. No statements in the proposal or knowledge possessed by an **insured person** shall be imputed to any other **insured person**.

7.2 For the purpose of determining the applicability of the exclusions and limitations in this Section, the act or knowledge of an **insured person** shall not be imputed to any other **insured person**.

### 8 Territory and legal actions

This Section applies to **claims** made, based upon acts occurring anywhere within the **territorial limits**.

### Exclusions

This Section does not cover and excludes claims:

#### 1 Bodily injury or property damage

for actual or alleged bodily or psychological injury, sickness, disease or death of any **person** or damage to or destruction of any tangible property, including loss of use thereof, except that this exclusion does not apply to emotional distress or mental anguish brought as part of a claim arising out of any **employment practice**;

#### 2 Dishonesty

directly or indirectly arising out of any actual dishonest, fraudulent, or malicious act of any **insured person** except that this exclusion only applies if it is established through a final adjudication or admission that the relevant conduct did in fact occur;

#### 3 Existing claims

- 3.1 notified or arising out of facts or any **circumstance** notified (or which ought to have been notified) under any previous policy;
- 3.2 made, threatened or intimated against the **insured** prior to the commencement of the **period of insurance**;
- 3.3 directly or indirectly arising out of facts or a **circumstance** of which the **insured** first became aware prior to the **period of insurance**, and which the **insured** knew or ought reasonably to have known had the potential to give rise to a **claim** under this **policy**;
- 3.4 arising out of a **circumstance** noted on the proposal form for the current **period of insurance** or on any previous proposal form.

#### 4 Insured vs. Insured

made by or on behalf of the **company** or by or on behalf of any **insured person** against any other **insured person** except that this exclusion does not apply to any claim against an **insured person**:

- 4.1 brought by or at the direction of any liquidator, provisional liquidator, administrator or receiver of the **company**;
- 4.2 made by a former **director or officer**;
- 4.3 for indemnity in respect of a **claim** made by an independent third party without the procurement or instigation of any **insured person** or agent of the **company**;
- 4.4 in the form of a derivative action; or
- 4.5 where the **insured person** is a former **director or officer**; or
- 4.6 in respect of **defence costs**;



### 5 Non-covered acts

directly or indirectly arising out of **wrongful acts** committed (or alleged to have been committed) or conduct:

5.1 after the date of commencement of the winding up of, or the appointment of a receiver, administrative receiver, liquidator or administrator to the **company**;

5.2 after the date of a **take-over or merger**; or

5.3 prior to the date of acquisition by the **company** of a **subsidiary company**;

but only as regards acts committed in the capacity as a **director or officer** of such **company** unless otherwise agreed by **us**.

### 6 North America

in the form of any kind of legal (including arbitration) or regulatory proceedings brought in **North America** or outside of **North America** to seek enforcement or upholding of a judgement, award or order made in **North America**.

### 7 Pension schemes

for any actual or alleged breach of duty by any **insured person** as a trustee of any pension or superannuation scheme, health and welfare plan, share option scheme or plan, or other **employee** benefit programme, social benefits system or trust programme established or maintained for the benefit of the **company's employees** including, for the avoidance of any doubt, any claims under the UK Pensions Act 1995, or similar legislative, common or civil law provisions in the same or other jurisdictions;

### 8 Personal profit

directly or indirectly arising out of any **insured person** gaining any actual profit or advantage or receiving any remuneration to which they are not legally entitled except that this exclusion only applies if it is established through a final adjudication or admission that the relevant conduct did in fact occur;

### 9 Pollution

directly or indirectly arising out of any **pollution** except as provided by Standard Clause - Pollution.

### 10 Prior / pending litigation

directly or indirectly arising out of the **circumstances** underlying any **claim** or any legal, administrative or regulatory proceedings against the **insured** first made or commenced prior to the **continuous cover date** shown in the **schedule**.

### 11 Professional services

for any actual or alleged breach of any professional services by any **insured person** except that this exclusion does not apply to any **claims** alleging a failure to supervise any **employee** of the **company**.

**12 Stock offerings during period of insurance**

- 12.1 directly or indirectly arising out of a **stock offering** during the **period of insurance** unless otherwise agreed by **us**; or
- 12.2 brought by or on behalf of any shareholder who owns directly or beneficially more than fifteen per cent (15%) of the issued share capital of the **company** except that this exclusion shall only apply to claims where such shareholder or shareholder's representative directly or indirectly has participated in or ratified the alleged **wrongful act** being the subject of the **claim**;

**13 Uninsurable matters**

directly or indirectly arising out of matters which are uninsurable under the laws of any territory within the jurisdiction of this **policy**.

## Legal Expenses Section

### Helpline Services, Employment Manual and DAS Businesslaw

**DAS** provide these services 24 hours a day, 7 days a week during the **period of insurance**. However, **DAS** may need to arrange to call **you** back depending on the enquiry. To help **DAS** check and improve service standards, **DAS** may record all calls. When phoning, please quote **your** policy number TS5/6945614 and the name of the insurance provider who sold **you** the policy.

#### Legal Advice

**DAS** will give **you** confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of the **United Kingdom** of Great Britain and Northern Ireland, and European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call **you** back at a time to suit **you**.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **DAS** will refer **you** to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **DAS** will arrange to call **you** back.

#### Tax Advice

**DAS** will give **you** confidential advice over the phone on any tax matters affecting the **business**, under the laws of the **United Kingdom**.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, **DAS** will arrange to call **you** back.

**To contact the above services, phone DAS on 0344 893 0859 quoting your policy number TS5/6945614.**

#### Counselling

**DAS** will provide all **insured persons** (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **DAS**.

**To contact the counselling helpline, phone DAS on 0344 893 9012. These calls are not recorded.**

#### The Employment Manual

The **DAS** Employment Manual offers comprehensive, up to date guidance on employment law. To view this, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If **you'd** like notifications of when updates are made to the Employment Manual, please email **DAS** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting **your** policy number TS5/6945614.

#### DASBusinessLaw

**What is DAS Businesslaw?**

**DAS Businesslaw** contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** with the day-to-day running of **your business**, as well as helping **you** to manage its exposure to legal risk.

DAS Businesslaw's document builders can help **you** quickly create documents such as:

- HR policies
- T&C documentation
- Privacy statements
- Copyright and trademark licences
- Data protection policy
- Employee contracts
- Debt recovery letters.

In addition, DAS Businesslaw contains hundreds of regularly updated expert guides and videos on topics such as branding, crowdfunding, financial and tax planning, and marketing strategy to help build and grow **your business**.

### How do I get started?

1. Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk);
2. Enter **DASBQBE100** into the 'voucher code' text box and press Validate Voucher;
3. Fill out **your** name and email address, create a password, and specify what type of **business you** have;
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

**DAS will not accept responsibility if the Helpline Services fail for reasons DAS cannot control.**

**Please do not phone DAS to report a general insurance claim.**

## Definitions to Legal Expenses Section

### 1 Appointed representative

Appointed representative means the **preferred law firm**, law firm, tax consultancy, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

### 2 Costs and expenses

Costs and expenses means:

- 2.1 All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- 2.2 The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

### 3 DAS Standard Terms of Appointment

**DAS standard terms of appointment** means the terms and conditions (including the amount **DAS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting on **your** behalf the amount **DAS** will pay is currently GBP100 per hour. This amount may vary from time to time.

### 4 Date of occurrence

Date of occurrence means:

- 4.1 For civil cases (other than as specified under **5.3** to **5.7** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- 4.2 For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- 4.3 For standard clause **Statutory licence appeal**, the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.
- 4.4 For standard clause **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance** following the issue of an assessment, written decision or notice of a civil penalty.
- 4.5 For standard clause **Legal defence Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.
- 4.6 For standard clause **Employment disputes and compensation awards 1.4 Employment restrictive covenants**, the date **you** first became aware (or should reasonably have been aware), of the breach or prospective breach of covenant (whichever is first).
- 4.7 For standard clause **Crisis containment** the date the negative publicity relating to **your business** first occurred

### 5 Employer compliance disputes

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### 6 Insured person

Insured person means:

- 6.1 **You** and the directors, partners, managers, **employees** and any other individuals declared to **us** by **you**.
- 6.2 A person contracted to work for **you** who works for **you** on the same basis as **your employees**, and performs that work under **your** supervision and direction.

### 7 Preferred law firm

A law firm, barrister or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must

## Section Legal Expenses

comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**

### 8 PR crisis

PR crisis means negative publicity in local, regional, or national media, (print, online, television or radio), or negative social media comment, which requires managing to protect **your business'** reputation.

### 9 Reasonable prospects

Reasonable prospects means:

- 9.1 For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. A **preferred law firm** or tax consultancy on **our** behalf, will assess whether there are **reasonable prospects**.
- 9.2 For criminal cases there is no requirement for there to be prospects of a successful outcome.
- 9.3 For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### 10 Tax enquiry

Tax enquiry means a written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- 10.1 includes a request to examine any aspect of **your** books and records; or
- 10.2 advises of a check of **your** whole tax return.

### 11 VAT dispute

VAT dispute means a dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

### 12 We/us/our/DAS

DAS means:

DAS Legal Expenses Insurance Company Limited

**DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited**, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH

Registered in England and Wales | Company Number 103274 | Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

## Section Legal Expenses

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of **business** and the circumstances of the claim.

More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

### DAS Law Limited Head and Registered Office:

**DAS Law Limited**, North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales | Company Number 5417859 | Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

### Cover

Cover under this Section has been arranged by **us** in conjunction with DAS Legal Expenses Company Limited. DAS Legal Expenses Insurance Company Limited ('**DAS**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**. To make sure that **you** get the most from **your DAS** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. Please follow the procedures throughout the Section and in particular those applying to **Employment disputes and compensation awards** cover. It will help if **you** keep the following points in mind:

### How DAS can help

Please find below information about the services this section offers and details of how to make a claim.

If **you** wish to speak to **DAS** about:

- Legal Advice – **you** can get telephone legal advice on any legal issue affecting **your business**.
- Insurance Claims – **you** can report a claim 24/7.
- Tax Advice – dedicated tax advisers can provide advice on tax issues affecting **your business**.

Please phone **DAS** on 0334 893 0859. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

### Access to online legal documents and guides

You have access to DAS Businesslaw as part of **your** policy. DAS Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help you with the day-to-day running of **your business**, as well as helping **you** to manage **your** exposure to legal risk.

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and use the following voucher code to sign up: **DASBQBE100**

### Reporting a claim

#### Important information

Please do not ask for help from a lawyer, accountant or anyone else before **DAS** have agreed that **you** should do so. If **you** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

#### Report your claim

- Call **DAS** on 0344 893 0859, available 24 hours a day, 7 days a week
- If you need assistance with **Crisis containment** please telephone **DAS** on 0344 893 9314
- Have **your** policy number ready and **DAS** will ask **you** about **your** claim

#### We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **DAS** will send it to a lawyer who specialises in **your** type of claim

#### The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win



### If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **DAS'** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim)

### Our agreement

This section, the section **schedule** and any endorsement shall be considered as one document. **DAS** agree to provide the insurance described in this **policy** for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the **schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this **policy**, provided that:

- 1 **reasonable prospects** exist for the duration of the claim other than for standard clause **Crisis containment**
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**, or
- 3 during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - 3.1 the previous legal expenses insurance policy required **you** to report claims during its currency,
  - 3.2 **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
  - 3.3 cover has been continuously maintained in force
  - 3.4 **DAS** will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
  - 3.5 the available **limit of indemnity** shall be limited to the lesser of the sums payable under this or **your** previous policy
- 4 any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **territorial limits**, and
- 5 the insured incident happens within the **territorial limits**.

### What DAS Will Pay

**DAS** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **DAS** have agreed to, provided that:

- 1 the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **limit of indemnity** in the **schedule**. The most **DAS** will pay in respect of all **Crisis containment claims** resulting from one or more event arising at the same time or from the same originating cause shall not exceed the **sub-limit of indemnity** stated in the **schedule**.

## Section Legal Expenses

- 2 the most **DAS** will pay the total of all compensation awards under insured incident **Employment disputes and compensation awards 1.2 Compensation awards** in any one **period of insurance** shall not exceed the **sub-limit of indemnity** in the **schedule**.
- 3 the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm** or tax consultancy. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently GBP100 per hour. This amount may vary from time to time.
- 4 in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist.
- 5 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this **policy**, **DAS** must agree that **reasonable prospects** exist.
- 6 where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award, and
- 7 in respect of **Legal defence 6.6 Jury service and court attendance** the maximum **DAS** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or tribunal pays.

### What DAS Will Not Pay

- 1 In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or tax consultancy, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.
- 2 If **you** are registered for VAT **DAS** will not pay the VAT element of any **costs and expenses**.
- 3 The first GBP500 of any contract dispute claim where the amount in dispute exceeds GBP5,000 (including VAT). If **you** are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation **your** claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn.

## Standard Clauses

### 1 Employment disputes and compensation awards

#### 1.1 Employment disputes

**Costs and expenses** to defend **your** legal rights:

- a) prior to the issue of legal proceedings in a court or tribunal;
  - i) following the dismissal of an **employee**; or
  - ii) where an **employee** or ex-**employee** has contacted ACAS ('Advisory, Conciliation and Arbitration service') to commence the Early Conciliation procedure; or
- b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute relating to:
  - i) a contract of employment with **you**; or
  - ii) an alleged breach of the statutory rights of an **employee**, prospective **employee** or ex-**employee** under employment legislation.

#### 1.2 Compensation awards

In respect of a claim **DAS** have accepted under standard clause 1.1

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation;

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
  - i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii) sought and followed advice from the **DAS** legal advice service (telephone 0344 893 0859)
- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from the **DAS** legal advice service since the date when **you** should have known about the employment dispute (telephone 0344 893 0859)
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from the **DAS** legal advice service before starting any redundancy process or procedure with **employees** (telephone 0344 893 0859)
- d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**;

- e) the total amount payable by **us** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **period of insurance** shall not exceed the **sub-limit of indemnity** shown in the **schedule**.

### 1.3 Employee civil legal defence

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if:

- a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.

Please note that **DAS** will only provide cover for an **insured person** (other than **you**) at **your** request.

### 1.4 Service occupancy

**Costs and expenses** to recover possession of premises owned by, or for which **you** are responsible from **your employee** or ex-**employee**.

### 1.5 Employment restrictive covenants

**Costs and expenses** to pursue a civil action against an **employee** or ex-**employee** where they are in breach, or are about to be in breach, of a covenant which restricts them:

- a) from providing services to or soliciting **your** customers; or
- b) enticing other **employees** to leave **your** employment.

Provided that:

- a) the restrictive covenant(s) is expressly incorporated within the **employee's** or ex-**employee's** contract of employment with **you**
- b) the **employee** or ex-**employee** has signed their contract of employment
- c) the restrictive covenant does not exceed 12 months
- d) **you** have not breached the **employee's** or ex-**employee's** contract of employment.

## 2 Statutory licence appeal

**Costs and expenses** for an appealing to the relevant statutory or regulatory authority, court, or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

## 3 Debt recovery

**Costs and expenses** for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgements.

Provided that:

- 3.1 the debt exceeds GBP250 (including VAT);

## Section Legal Expenses

- 3.2 a claim for debt recovery under this Section is made within ninety (90) days of the money becoming due and payable;
- 3.3 **DAS** have the right to select the method of enforcement, or to forego enforcing judgment if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

### 4 Personal injury

At **your** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

### 5 Tax protection

**DAS** will pay **costs and expenses** for:

- 5.1 A **tax enquiry**
- 5.2 An **employer compliance dispute**
- 5.3 A **VAT dispute**.

Provided that:

**you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **DAS** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the **schedule**.

### 6 Legal defence

**Costs and expenses** to defend the **insured person's** legal rights:

- 6.1 Criminal pre-proceeding cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence.

- 6.2 Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

In respect of 6.1 and 6.2 for claims relating to the Health and Safety at Work etc Act 1974 the **territorial limits** shall be any place where the Act applies.

Please note **DAS** will only cover criminal investigations and/ or prosecutions which arise in direct connection with the activities of the **business** shown in the **schedule**.

- 6.3 Data protection

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

## Section Legal Expenses

- a) An individual. **DAS** will also pay any compensation award in respect of such a claim.
- b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **DAS** will not pay any compensation award in respect of such a claim.

Provided that:

in respect of 6.3 a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **DAS**

Please note **DAS** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body.

### 6.4 Wrongful arrest

If civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

### 6.5 Statutory notice appeals

In appealing against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

### 6.6 Jury service and court attendance

An **insured person's** absence from work:

- a) to perform jury service
- b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

**We** will reimburse you for net salary or wages that **you** have paid the **insured person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal

Provided that:

for each of the above sections of **Legal defence** cover **you** request **DAS** to provide cover for the **insured person**.

## 7 Property protection

**Costs and expenses** for a civil dispute relating to physical property which is owned by **you**, or is **your** responsibility following:

- 7.1 any event which causes physical damage to such physical property; or
- 7.2 a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 7.3 a trespass

## Section Legal Expenses

Please note that **you** must have or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the physical property that is the subject of the dispute.

### 8 Contract disputes

**Costs and expenses** for a contractual dispute arising from an agreement or alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale, or provision of goods or of services.

Provided that:

- a) the amount in dispute exceeds GBP250 (including VAT)
- b) If the amount in dispute exceeds GBP5,000 (including VAT) **you** must pay the first GBP500 of any claim. If you are using a **preferred law firm**, **you** will be asked to pay this within 21 days of **your** claim having been assessed as having **reasonable prospects**. If **you** are using **your** own law firm, this will be within 21 days of their appointment (following confirmation your claim has **reasonable prospects**). If **you** do not pay this amount the cover for **your** claim could be withdrawn
- c) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed GBP250 (including VAT)
- d) if the dispute relates to money owed to **you**, a claim under this Section is made within ninety (90) days of the money becoming due and payable

### 9 Crisis containment

**Costs and expenses** in the event of a **PR crisis**:

- 9.1 **DAS** will provide advice and guidance over the phone about **your PR crisis**. Please call **us** on 0344 893 9314 (open 24 hours a day, seven days a week).
- 9.2 Following a call to **DAS**, if **you** and **DAS** agree that additional help is required to manage **your PR crisis**, **DAS** will provide appropriate assistance which may include specialist legal and public relations support

Provided that:

- a) **DAS** will not pay more than the **sub-limit of indemnity** shown in the **schedule** for any claim in respect of a **PR crisis**
- b) **you** have sought and followed advice from **DAS**.

### Exclusions

This section excludes and does not cover:

#### 1 In respect of Standard Clause 1.1 Employment disputes:

A claim relating to the following:

- a) any dispute where the originating cause of action arises within the first ninety (90) days of the indemnity provided by this Section
- b) any dispute with an **employee** who was subject to a written or oral warning (formal or informal) within one hundred and eighty (180) days immediately preceding the start date of this Section if the **date of occurrence** was within the first one hundred and eighty (180) days of the start of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning
- c) any notice of redundancy or alleged redundancy or unfair selection for redundancy arising within the first one hundred and eighty (180) days of the start of this Section;

unless equivalent legal expenses insurance was continuously in force immediately prior to the start of this Section.

- d) **employee** internal disciplinary or grievance procedures
- e) damages for **personal injury**
- f) pursuing **your** legal rights

#### 2 In respect of Standard Clause 1.2 Compensation awards:

A claim relating to the following:

- a) any compensation award relating to the following:
  - i) trade union activities, trade union membership or non-membership;
  - ii) pregnancy or maternity rights, paternity, parental or adoption rights;
  - iii) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - iv) statutory rights in relation to trustees of occupational pension schemes.
- b) non-payment of money due under a contract.
- c) any award ordered because you have failed to provide relevant records to **employees** under the National Minimum Wage legislation.
- d) a compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
- e) A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.



### 3 In respect of Standard Clause 1.3 Service occupancy:

any claim relating to defending **your** legal rights other than defending a counter-claim that is an insured incident under this Section.

### 4 In respect of Standard Clause 1.5 Employment restrictive covenants:

A claim relating to the following:

- a) any dispute where the **date of occurrence** arises within the first ninety (90) days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
- b) any claim relating to a restrictive covenant applying to an **employee** or **ex-employee** transferred to the **business** under the Transfer of Undertakings Regulations (TUPE)
- c) defending **your** legal rights, other than the defence of a counter-claim that is an insured incident under this Section.

### 5 In respect of Standard Clause 2 Statutory licence appeal:

A claim relating to the following:

- a) an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration;
- b) the ownership, driving or use of a motor vehicle.

### 6 In respect of Standard Clause 3 Debt recovery:

A claim relating to the following:

- a) any debt arising from an agreement entered into prior to the start of this Section if the debt is due within the first ninety (90) days of the start of this Section unless equivalent legal expenses insurance was in force immediately before
- b)
  - i) the settlement payable under an insurance policy
  - ii) the sale, purchase, terms of a lease, licence or tenancy of land or buildings
  - iii) a loan, mortgage, pension or any other financial product. However, we will cover a dispute with a professional adviser in connection with these matters
  - iv) a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- c) a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
- d) the recovery of money and interest due from another party where the other party indicates that a defence exists.
- e) any dispute which arises from debts **you** have purchased from a third party.

### 7 In respect of Standard Clause 4 Personal injury:

A claim relating to the following:

- a) any illness or bodily injury which happens gradually

- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- c) defending an *insured person's* or their family members' legal rights other than in defending a counter-claim
- d) clinical negligence.

**8 In respect of Standard Clause 5 Tax protection:**

A claim relating to the following:

- a) a tax avoidance scheme
- b) any failure to register for Value Added Tax or Pay As You Earn
- c) any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
- d) any claim relating to import or excise duties and import VAT
- e) any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

**9 In respect of Standard Clause 6.1 Criminal pre-proceeding cover:**

A claim relating to the following:

- a) any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- b) investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

**10 In respect of Standard Clause 6.2 Criminal prosecution defence:**

A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

**11 In respect of Standard Clause 6.3 Data protection:**

A claim relating to the following:

- a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- b) a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

**12 In respect of Standard Clause 6.5 Statutory notice appeals:**

A claim relating to the following:

- a) an appeal against the imposition or terms of any statutory notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
- b) a statutory notice issued by an **insured person's** regulatory or governing body.

**13 In respect of Standard Clause 6.6 Jury service and court attendance:**

any claim if **you** or the **insured person** are unable to prove the loss.

**14 In respect of Standard Clause 7 Property protection:**

A claim relating to the following:

- a) a contract entered into by **you** (please refer to standard clause **8 Contract disputes**)
- b) physical property which is in transit or which is lent or hired out
- c) goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**
- d) mining subsidence
- e) defending **your** legal rights but **we** will cover defending a counter-claim that is an insured incident under this Section
- f) a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
- g) the enforcement of a covenant by or against **you**.

**15 In respect of Standard Clause 8 Contract disputes:**

A claim relating to the following:

- a) any dispute arising from an agreement entered into prior to the start of this Section if the **date of occurrence** is within the first ninety (90) days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
- b)
  - i) a dispute relating to an insurance policy, other than when your insurer refuses your claim
  - ii) the sale, purchase, terms of a lease, licence or tenancy of land or buildings. However we will cover a dispute with a professional adviser in connection with these matters
  - iii) a loan, mortgage, pension, guarantee or any other financial product. However, **we** will cover a dispute with a professional adviser in connection with these matters
  - iv) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles

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- c) a dispute with an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you** (Please refer to standard clause **1 Employment disputes and compensation awards**).
- d) a dispute which arises out of the:
  - i) sale or provision of computer hardware, software, systems or services; or
  - ii) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- e) a dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- f) the recovery of money and interest due from another party other than disputes where the other party indicates that a defence exists.

### 16 In respect of Standard Clause 9 Crisis Containment:

A claim relating to the following:

- a) any claim that could reasonably be dealt with through **your** customer service or standard complaints procedures
- b) any **PR crisis** related to or arising from an event affecting the whole professional or industry.

### 17 In respect of the whole section:

- 17.1 any claim reported to **DAS** more than one hundred and eighty (180) days after the date the **insured person** should have known about the insured incident;
- 17.2 any **costs and expenses** incurred before the expressed acceptance of a claim by **DAS**;
- 17.3 fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident **1.2 Compensation awards** and insured incident **6 Legal defence**;
- 17.4 any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- 17.5 any claim relating to franchise or agency agreement entered into by **you**;
- 17.6 any wilful act or omission of an **insured person** deliberately intended to cause a claim under this Section.
- 17.7 any claim under this Section for a dispute with **DAS** or **QBE**. For disagreements with **DAS** about the handling of a claim refer to Condition 7.
- 17.8 any claim relating to a shareholding or partnership share in the **business**;
- 17.9 **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry;
- 17.10 Any claim caused by, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste burning nuclear fuel;

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- b) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
  - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 17.11 legal action an **insured person** takes which **DAS** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**;
- 17.12 when either at the commencement of or during the course of a claim, the **insured** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator;
- 17.13 any claim relating to written or verbal remarks that damage the **insured person's** reputation;
- 17.14 any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

### Conditions

- 1 An **insured person** must:
  - a) keep to the terms and conditions of this Section;
  - b) take reasonable steps to keep any amount that **DAS** have to pay as low as possible;
  - c) try to prevent anything happening that may cause a claim;
  - d) send everything **DAS** ask for, in writing;
  - e) give **DAS** full details of any claim as soon as possible and give them any information that they need;
  - f) co-operate fully with **DAS** and the **appointed representative**;
  - g) give the **appointed representative** any instructions that **DAS** asks them to.
- 2
  - a) On receiving a claim, if representation is necessary, **DAS** will appoint a **preferred law firm** or tax consultancy as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
  - b) If the appointed **preferred law firm** or tax consultancy cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm or tax expert of **your** own choice to act as the **appointed representative**. **DAS** will choose the **appointed representative** to represent **you** in any proceedings where **DAS** are liable to pay a compensation award.
  - c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or tax consultancy, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or tax consultancy. However if they refuse to act on this basis, the most **we** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting on **your** behalf) is currently GBP100 per hour. This amount may vary from time to time.
  - d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
- 3
  - a) An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without expressed consent from **DAS**.
  - b) If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**.
  - c) **DAS** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings. In these circumstances an **insured person** must allow **DAS** to take over and pursue or settle a claim in their name. An **insured person** must allow **DAS** to pursue at their own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **DAS** all the information and help they need to do so.
- 4
  - a) If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.

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- b) An **insured person** must take every step to recover costs and expenses that **DAS** have to pay and must pay **DAS** any **costs and expenses** and court attendance and jury service expenses that are recovered.
- 5 If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover that **DAS** provide will end at once, unless **DAS** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without the agreement of **DAS**, or does not give suitable instructions to an **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim any **costs and expenses** they have paid
- 7 If there is a disagreement between an **insured person** and **DAS** on the merits of the claim or proceedings, or on a legal principle, **DAS** may suggest the **insured person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **DAS** and the cost expressly agreed in writing between the **insured person** and **DAS**. Subject to this **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence. This does not affect the **insured person's** rights under Condition 8.
- 8 If there is a disagreement about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))
- If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
- 9 All Acts of Parliament within this wording for this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
- 10 **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this Section did not exist.

## Data protection

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

**DAS** may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. **DAS** will only obtain personal information either directly from **you**, the third party dealing with **your** claim or from the authorised partner who sold this **policy**.



### Who DAS are

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **DAS** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How DAS will use your information

**DAS** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact **you** for **your** feedback. If the **policy** includes legal advice **DAS** may have to send the **personal** information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the **personal** information may also be sent outside the EEA so the service provider can administer the claim.

**DAS** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless **DAS** are required to by **our** legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **our** website.

### What is our legal basis for processing your information?

It is necessary for **DAS** to use the personal information to perform **our** obligations in accordance with any contract that **DAS** may have with the person taking out this **policy**. It is also in **our** legitimate interest to use the personal information for the provision of services in relation to any contract that **DAS** may have with the person taking out this **policy**.

### How long will your information be held for?

**DAS** will retain personal data for 7 years. DAS will only retain and use the personal data thereafter as necessary to comply with **our** legal obligations, resolve disputes, and enforce **our** agreements. If **you** no longer want **DAS** to use the personal data, please contact **us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making



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- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How to make a complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If **you** remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## Property All Risks Section

### Definitions

#### 1 Building(s)

Buildings means buildings situated at the **premises** including:

- 1.1 landlords' fixtures and fittings including tenants' improvements;
- 1.2 foundations;
- 1.3 walls, gates and fences and the adjoining gangways, yards, roadways or pavements constructed of concrete or asphalt;
- 1.4 drains, sewers and gutters;
- 1.5 outbuildings, annexes, extensions and storage containers together with extensions and canopies adjoining to or communicating therewith;
- 1.6 security lighting, security cameras and other security or fire protection devices, affixed signs, television, radio, satellite receiving aerials, communication aerials, their fittings and masts affixed to the buildings, walls, gates, fences, fixed poles or fixed pylons at the **premises**;
- 1.7 telephone, gas, water and electricity meters, piping, ducting, trunking, cables, wires and associated control gear, instruments and accessories and the like, including such property for which **you** are responsible but which is in or under adjoining yards or roadways extending to the public mains and which partly or wholly serves to supply the **premises**;
- 1.8 underground storage tanks;
- 1.9 solar panels;

but excluding property more specifically insured.

#### 2 Business hours

Business hours means **your** normal daily working hours but extended up to twenty-four (24) hours each day during which **you** or **your employees** are assigned call out duty and/or attendance at an emergency call out.

#### 3 Consignment

Consignment means all goods sent at one time in one load from one address to one destination.

#### 4 Contents

Contents means all contents belonging to **you** or for which **you** are responsible used in connection with the **business** at the **premises** including:

- 4.1 Machinery

## Section Property All Risks

Machinery means machinery and plant, tenants' improvements, alterations, fixtures and fittings.

### 4.2 Electronic business equipment and computers

Electronic business equipment and computers means:

4.2.1 Electronic business equipment comprising printers, photocopiers, facsimile machines, telecommunications systems, television screens and projectors.

4.2.2 Computers comprising computer equipment, personal computers, word processing equipment, computer aided design equipment, keyboards, visual display units, desk top publishing equipment, graphic design equipment, and electronic imaging equipment.

### 4.3 Stock

Stock means materials in trade and all other stock including work in progress and goods in trust.

### 4.4 Non-ferrous metals

Non-ferrous metals means stock and materials in trade consisting of non-ferrous metals other than aluminium.

### 4.5 Portable tools

Portable tools means portable tools used in connection with the **business** which belong to **you** or **your employees**.

### 4.6 Portable electronic business equipment

Portable electronic business equipment means portable electronic business equipment comprising laptop computers, electronic note pads, portable modems, portable facsimile machines, mobile phones, smart phones, satellite navigation equipment, pagers, dictation machines, cameras, video cameras and calculators used in connection with the **business** which belong to **you** or **your employees** or for which **you** or **your employees** are responsible.

### 4.7 All other contents

All other contents means the following property:

4.7.1 documents, deeds, manuscripts and **business** books, but only for the value of the materials as stationery, together with the cost of clerical labour expended in writing them up and not for the value of the information they may contain;

4.7.2 computer systems records, but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing the records and not for the value of the information they may contain, for an amount not exceeding GBP50,000 (excluding any expenses in connection with the production of information to be recorded) provided that **you** back-up at least weekly the latest updated data onto a disk and maintain this away from the **premises**;

4.7.3 patterns, models, moulds, plans and designs for an amount not exceeding the cost of the labour and materials expended in reinstatement;

- 4.7.4 clothing and personal effects belonging to **you** or **your employees** for an amount not exceeding the **sub-limit** stated in the **schedule** in respect of the property of any one person but excluding property more specifically insured.

### 5 Floating contents

Floating contents means those **contents** belonging to **you** or for which **you** are responsible, used in connection with the **business** and kept at the **premises** as stated in the **schedule**.

### 6 Permanent total disablement

Permanent total disablement means the **insured person** being totally disabled and prevented from attending to the whole of their **business** or occupation as a result of **bodily injury** (this does not apply to loss of limbs or sight as otherwise defined in Standard Clause - Personal accident assault and as shown on the **schedule**) with proof satisfactory to **us** that such disablement is permanent.

### 7 Rent

Rent means the money **you** pay for rent and other charges and for services rendered in the course of the **business** at the **premises**.

### 8 Temporary total disablement

Temporary total disablement means the **insured person** being totally disabled and prevented from attending to the whole of his **business** or occupation as a result of **bodily injury** (not being loss of limbs or sight as otherwise defined in Standard Clause - Personal accident assault and Scale of Benefits) but not **permanent total disablement** as defined above.

### Cover

**We** will indemnify **you** in accordance with the terms of Standard Clause - Basis of settlement for damage to the **property insured** by an **insured event** occurring at the **premises**. **Our** maximum liability shall not exceed the **sum insured** stated in the **schedule**.

The following Conditions must be complied with before **we** can confirm that **we** will deal with any claim under this Section. Breach of these conditions may entitle **us** to refuse to deal with the relevant claim.

### 1 Security

- 1.1 As regards **damage** to the **property insured** at the **premises** caused by or arising from or contributed to by the perils of theft or attempted theft, which occurs more than thirty (30) days after the inception of this **policy**, it is agreed as a condition precedent to **our** liability under this insurance that **you** will operate the minimum standard of security as detailed below. Any alternative methods of securing the premises must be agreed in writing by **us**.
- 1.2 **You** must make sure these measures are put into full and effective operation when the **premises** are closed for **business** or unattended and all keys removed to a secure place.
- 1.3 Any door or window designated as a fire exit by any person who is legally responsible for fire safety at the **premises** under current fire legislation is excluded from these requirements however any such doors or windows must be secured by a proprietary emergency escape mechanism.
  - 1.3.1 All hinged final exit doors are secured as follows;
    - a) Timber doors – by a mortice deadlock certified as meeting BS3621 and where the frame, or if a double door, the receiving door, has a boxed striking plate.
    - b) Aluminium or UPVC framed doors – by a cylinder operated multipoint mortice deadlock. For double doors, the first closing section must have integral or surface mounted bolts which shoot into the frame at the top and the floor at the bottom of the door. The final closing section must have a cylinder operated multipoint mortice deadlock.
    - c) Double leaf doors – by the first closing leaf having a multi-point security device operated by a central handle secured by a cylinder lock or, fitted at top and bottom of the leaf, flush or barrel bolts. The final closing leaf to be secured as a) or b) above. Alternatively each leaf to be fastened to the other by means of a centrally positioned hardened steel padlock bar secured by a closed shackle padlock.
  - 1.3.2 All other hinged external doors and internal doors leading to areas of the **premises** not occupied by **you**, common areas, or to other premises, are secured by;
    - a) The means set out in a) above; or
    - b) Secured internally by lockable bolts or key operated mortice rack bolts fitted at the top and bottom of the door
  - 1.3.3 All opening basement and ground floor windows or opening upper storey windows which can be reached by a person standing on adjacent or adjoining lower storey roofs or other structural features, are secured by a window lock or lockable fastening device or are screwed permanently shut from the inside or are protected by solid

steel bars weld mesh or expanded metal grilles securely fixed to brickwork surrounding the window.

1.3.4 Opening roof lights are to be secured using a proprietary fastening device.

1.3.5 Roller shutters – for electrically operated roller shutters, **you** must fit a key operated isolation switch to the electricity supply to the controls. Where this is not fitted then one of the measures for manually operated roller shutters must be installed. For manually operated roller shutters **you** must;

- a) Fit key operated pinson or bullet locks; or
- b) Secure the chain of the door to the wall bracket by a good quality open shackle padlock; or
- c) Fit a bolt to the shutter door internally with the bolt engaging into the door runner and padlocked into position using a padlock conforming to BS EN 12320 Security Grade 4.

1.4 where **you** are required to maintain alternative security protections as stated in the **schedule** (or alternative protections agreed by **us**) and the security protections stated in the **schedule** require **you** to have alarmed monitoring **you** will advise **us** in the event of the Police or any alarm company or monitoring station advises **you** that the alarm signals from the **premises** will not be answered or have a reduced level of response.

## 2 Storage

**Stock** in any basement or cellar is raised at least 15cms above the floor.

## 3 Waste

3.1 all waste materials are swept up daily and kept in a proprietary waste container

3.2 all oily and greasy cleaning waste and wipes are kept in metal receptacles with metal lids are removed from the buildings at least once a week.

## Standard Clauses

### 1 Architects' and other professional fees

Cover is extended to include architects', engineers' and surveyors' fees necessarily incurred in the reinstatement of the **buildings** and **machinery** (not exceeding the scale of fees authorised by the relevant professional bodies and not including fees for preparing any claim) as a result of **damage** insured under this Section, provided that the total amount recoverable under any of the items insured does not exceed the total **sum insured**.

### 2 Automatic reinstatement of sum insured

The **sums insured** by this Section will be automatically reinstated by the amount of any claim provided that **you** pay such extra premium as may be required.

### 3 Basis of settlement

#### 3.1 Reinstatement

In the event of **damage** to **property insured** other than **stock** and personal effects the basis upon which the amount payable will be calculated is as follows:

3.1.1 on **electronic business equipment and computers** the cost of repairing or replacing of the **damaged electronic business equipment and computers** however if the **electronic business equipment and computers** so **damaged** be obsolete at the time of loss and beyond economic repair, **we** agree to the replacement of **damaged electronic business equipment and computers** with items that fulfils the same function and has the same cost as that **damaged** when new.

3.1.2 On all other **property insured**:

- a) where property is destroyed - the rebuilding of the property, if a building, or in the case of other property, its replacement by similar property, (in either case in a condition equal to, but not better or more extensive than its condition when new);
- b) where property is **damaged** - the repair of the **damage** and the restoration of the **damaged** portion of the property to a condition substantially the same, but not better or more extensive than its condition when new;

provided that:

3.2 any work of rebuilding or restoration (which may be carried out on another site and in any manner suitable to **your** requirements subject to **our** liability not being increased) is commenced and carried out with reasonable dispatch;

3.3 where **property insured** is **damaged** or destroyed in part only, **our** liability does not exceed the sum representing the cost which could have been paid if the property had been wholly destroyed;

3.4 no payments are made until rebuilding or restoration costs have actually been incurred;

3.5 if at the time of rebuilding, restoration or repair, the sum representing 85 per cent of the cost which would have been incurred in reinstatement if the whole of the **building** or **contents** insured by any item had been destroyed, exceeds the **sum insured** by such item at the time of the **damage**, then the amount payable will be proportionally reduced.

3.6 Indemnity

In the event of **damage** to **stock** and personal effects the basis upon which the amount payable will be calculated will be as follows:

3.6.1 On **stock**:

- i) if repaired or replaced, the actual expenditure incurred in repairing or replacing the **damaged stock**; or
- ii) if not repaired or replaced, the amount it would cost to repair or replace the stock, on the date of the **event**, with **stock** of like kind and quality, less deduction for wear and tear;

3.6.2 on personal effects, the cost of repair or current replacement value less deduction for wear and tear.

Where for any reason a payment cannot be made in accordance with the above **our** liability will be arrived at as if this Basis of Settlement clause had not been incorporated and will be subject to the terms and conditions of the **policy** including condition of Average (see General Terms and Conditions).

#### 4 Breakdown of electronic business equipment and computers

Cover is extended to include damage to any item of **electronic business equipment and computers** as a result of its **breakdown** at the **premises**, provided that:

- 4.1 it has been installed and is being operated in accordance with the manufacturer's instructions;
- 4.2 such **breakdown** is not the subject of:
  - 4.2.1 a guarantee or warranty provided by the manufacturer or supplier; or
  - 4.2.2 a repair available under a maintenance contract;
- 4.3 such breakdown does not occur during dismantling, erection or installation of the **electronic business equipment and computers** unless such dismantling, erection or installation is a part of any process of adjusting, cleaning or repairing.
- 4.4 **Our** maximum liability shall not exceed any one claim nor in aggregate in any one period of insurance the **sub-limit** stated in the **schedule**.
- 4.5 It is a condition precedent to indemnity that **you** must effect and keep in force a maintenance contract in respect of all **electronic business equipment and computers** with the manufacturer of the items or a reputable electronic engineer to service the items at least once every twelve months.



### 5 Capital additions

Cover is extended to include alterations, additions and improvements (but not appreciation in value) in excess of the **sums insured** on **buildings** and **machinery** insured by this Section.

This is limited to an amount shown in the not exceeding ten (10) per cent of the relevant **sum insured**, provided that **you** advise **us** as soon as practicable of any alterations, additions and improvements and pay any additional premium that may be required.

### 6 Changing locks

This insurance includes the reasonable cost of replacing door locks, safe or strong room locks at the **premises** following the loss of keys up to a limit of GBP2,500 any one claim:

- 6.1 by accidental loss or theft from the **premises, your** home or **your** authorised **employees'** homes
- 6.2 theft following a hold-up whilst such keys are in **your** personal custody or that of any authorised **employee**.

### 7 Contract price

In respect of goods sold but not delivered for which **you** are responsible under the conditions of sale, where the sale contract is cancelled as a result of total, or to the extent of partial, **damage** covered by this Section, **we** will only be liable for an amount based on the contract price, which will be subject to Average.

### 8 Contracting purchaser

If **you** are selling any **buildings** insured by this Section, the purchaser will be entitled to the benefit of the insurance cover in respect of the **buildings**, up to the date the purchase contract is completed, unless they have arranged their own insurance.

### 9 Customers goods

**You** having intimated to **your** customers that **you** will accept responsibility for **damage** to goods the property of such customers or for which the said customers may be legally responsible (whether manufactured by **you** or not) upon which work is to be, is being or has been done on behalf of the customer by **you** or which may be left in **your** hands for storage or dispatch or otherwise temporarily in **your** custody, it is hereby declared that all such goods shall be held to be insured by the items of the **schedule** covering **stock** except in so far as they shall be more specifically otherwise insured.

### 10 Day one reinstatement basis (non-adjustable)

This clause is applicable to those items of **property insured** against which the sums are a percentage (%) in the **schedule**. **You** having stated in writing the **declared value** incorporated in each item of **property insured** to which this clause applies, the premium has been calculated accordingly.

- 10.1 Declared value shall mean **your** assessment of the cost of reinstatement of the **property insured** arrived at in accordance with the Basis of Settlement clause at the level of costs

## Section Property All Risks

applying at inception of the **period of insurance** (ignoring inflationary factors which may operate subsequently) together with, if insured hereby, due allowance for:

- 10.1.1 the additional costs of reinstatement to comply with **public authority** requirements;
  - 10.1.2 architects and surveyors' fees;
  - 10.1.3 debris removal costs.
- 10.2 At inception of each **period of insurance** you will notify **us** of the **declared value** of each item of **property insured** to which this clause applies. In the absence of such a declaration the last amount declared by **you** shall be taken as the **declared value** for the ensuing **period of insurance**.
- 10.3 Each item of **property insured** to which this clause applies is declared to be separately subject to the following Condition of Average:
- If at the time of damage the **declared value** of the **property insured** is less than the cost of reinstatement (to be assessed as stated above) at inception of the period of insurance then **our** liability for any loss hereby insured shall be limited to that proportion thereof which the **declared value** bears to the cost of reinstatement.
- 10.4 In the event of **damage our** liability in respect of **property insured** to which this clause applies shall not exceed the **sum insured** (being the **declared value** increased by the percentage uplift specified in the **schedule**).

### 11 Debris removal

Cover is extended to include expenses necessarily incurred in removing debris, cleaning of drains and sewers, dismantling or demolishing and shoring-up or propping or fencing of the items insured as a result of **damage** insured by this Section, provided that the total amount recoverable under any of the items insured does not exceed the **sum insured**.

**We** will not pay for any costs or expenses:

- 11.1 incurred in removing debris except from the site of such property **damaged** and the area immediately adjacent to such site;
- 11.2 arising from pollution or contamination of property not insured by this Section;
- 11.3 of temporary boarding up of windows as part of a claim for breakage of glass.

### 12 Designation

For the purpose of determining where necessary the heading under which any property is insured, it is agreed to accept the designation under which such property has been entered in **your** books.

### 13 Documents removal

Deeds, documents, manuscripts, and **business** books including computer software and records are covered whilst temporarily removed to any premises within the **United Kingdom** and/or European Union, not being occupied by **you**, or whilst in transit by road, rail or inland waterway, provided that **our** maximum liability shall not exceed ten (10) per cent of the **contents sum insured**.

## 14 Electronic business equipment and computers

Cover is extended to include **damage** to **electronic business equipment and computers** whilst at **your** premises provided that **our** maximum liability under this Standard Clause shall not exceed the **sub-limit** stated in the **schedule**.

## 15 Energy performance and sustainable buildings

In the event of **damage** that is insured by this Section to **buildings**, **we** will pay the additional cost of reinstatement incurred with **our** prior written and continuing consent:

- 15.1 to conform with the recommendation report contained in the current Energy Performance Certificate issued by an assessor accredited by the Department for Communities and Local Government (or any authority that may subsequently succeed or replace the said department), that **you** hold in respect of the **damaged buildings**;
- 15.2 to reinstate the **damaged buildings** to a standard above the minimum required under any Act of Parliament with bye-laws of any municipal or local authority or European Union directive where such standard would otherwise result in a recommendation for improvement to be made in a subsequent Energy Performance Certificate assessment;
- 15.3 arising from the use of alternative materials or sources of materials in accordance with the principles of the Building Research Establishment Environmental Assessment Method and rating system for Building Research Establishment Environmental Assessment Method core standards.

Provided always that:

15.3.1 **we** will not be liable for:

- a) any undamaged portions of the **buildings**;
- b) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the buildings or by the owner thereof in respect of changes to the **buildings** by the application of this clause;
- c) the cost incurred in complying with any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive:
  - i) in respect of **damage** occurring prior to inception of this **policy**;
  - ii) in respect of **damage** not insured by this Section; or
  - iii) under which notice has been served upon the **insured** prior to the happening of the **damage**;

15.3.2 if **our** liability in respect of any of **buildings** apart from this clause is reduced by the application of any of the terms and conditions of this **policy** or this clause, then **our** liability under this clause in respect of such **buildings** will be reduced in like proportion;

15.3.3 **our** liability under this clause in respect of any one **event** shall not exceed GBP25,000

## 16 European Union and public authorities

Cover in respect of **buildings and machinery** extends to include such additional cost of reinstatement of the **damaged** property as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or with bye-laws of any municipal or local authority or European Union directive provided that:

16.1 the amount recoverable under this clause shall not include:

16.1.1 the cost incurred in complying with any of the aforesaid regulations, bye-laws or directives;

a) in respect of **damage** occurring prior to the granting of this clause;

b) in respect of **damage** not insured by this Section;

c) under which notice has been served upon **you** prior to the happening of the **damage**;

d) in respect of undamaged property or undamaged portions of property other than foundations of that portion of the property **damaged**.

16.1.2 the additional cost that would have been required to make good the property **damaged** to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations, bye-laws or directives not arisen;

16.1.3 the amount of any tax, rate, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations, bye-laws or directives referred to.

16.2 the work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the **damage** or within such further time as **we** may (during the said twelve months) in writing allow and may be carried out wholly or partially at another **premises** (if the aforesaid regulations, bye-laws or directives so necessitate) subject to **our** liability under this clause not being thereby increased.

16.3 if **our** liability under any item of **property insured** apart from this clause is reduced by the application of any of the terms and conditions of this Section, then **our** liability under this clause in respect of such item shall be reduced in like proportion.

16.4 the total amount recoverable under any item of the **schedule** shall not exceed the **sum insured** thereby.

16.5 all of the conditions of this Section and the **policy** except in so far as they may be hereby expressly varied, shall apply as if they had been incorporated herein.

## 17 Exhibition and trade fairs

Cover is extended to pay for **damage** to **property insured** while at exhibitions and trade fairs including transit anywhere in the **United Kingdom** and/or European Union (including air and sea transit within the **United Kingdom** and/or European Union territories on recognised passenger and freight carriage routes unless more specifically insured) provided that **we** shall not be liable for any amount in excess of the **sub-limit** stated in the **schedule** any one claim.

### Exclusions

The cover granted by this Standard Clause excludes and does not cover **damage**:

- 17.1 to watches, tobacco, cigarettes, alcoholic beverages, documents, and pictures caused by theft or pilferage by an **employee** either as a principal or accessory;
- 17.2 resulting directly from defective packing, faulty assembly or dismantling;
- 17.3 recoverable under any other insurance or in any other way;
- 17.4 by theft or attempted theft of the **property insured** while:
  - 17.4.1 in a building unless involving entry to or exit from the building by violent and forcible means or by robbery or attempted robbery;
  - 17.4.2 carried in a soft-top or open-top motor vehicle;
  - 17.4.3 carried in a hard covered motor vehicle belonging to or under **your** control left unattended between the hours of 9pm and 6am unless:
    - a) parked in a securely locked building or garage; or
    - b) in a security compound:
      - i) that is permanently manned and protected by a controlled security barrier; or
      - ii) where the vehicle is fitted with an immobiliser and brought into operation.
  - 17.4.4 carried in a hard covered motor vehicle belonging to or under **your** control left unattended between 6am and 9pm unless all doors windows and other means of entry are closed fastened locked and all keys have been removed to a place of safety;
  - 17.4.5 in a tent or marquee.

## 18 Fire extinguishment expenses and damage caused by emergency services

Cover is extended to include where not otherwise recoverable:

- 18.1 extinguishment expenses reasonably incurred by the **insured** in order to minimise **damage**;
- 18.2 expenses incurred in recharging or repairing **damage** to any gas or sprinkler fire extinguishment system;
- 18.3 damage to lawns, gardens, playing surfaces and landscaped areas, car parks, private roads, and pathways at the **premises** caused by emergency service vehicles while attending an incident involving **damage** for which **we** have accepted a claim under this Section;
- 18.4 costs and expenses reasonably incurred by the **insured** to upgrade or improve any gas or sprinkler fire extinguishment rendered necessary to comply with regulation introduced after the installation of the original system following an incident involving **damage** for which **we** have accepted a claim under this Section;

except that **our** liability for the said costs and expenses will not exceed GBP100,000 during any one period of insurance.

## 19 Fire protection and extinguishing appliances

In respect of all fire extinguishing and protection appliances at the **premises, you** undertake to:

- 19.1 ensure that the appliances are installed to scale;
- 19.2 ensure that the appliances are maintained in accordance with manufacturers' instructions;
- 19.3 remedy promptly any defect disclosed by routine inspection;

this Section shall not be invalidated by any defect in any of the said appliances due to any circumstances unknown to **you** or beyond **your** control.

## 20 Flood resilience

In the event of **damage** that is insured by this Section to **buildings, we** will pay the cost incurred with **our** prior written and continuing consent in:

- 20.1 utilisation of materials with improved water resilience in the repair or reinstatement of the **buildings**; and
- 20.2 the relocation within the same **building** of replacement landlords' fixtures and fittings to an area of less exposure to **damage** by water arising from **flood** and **storm**, irrespective of whether such perils are insured by this **policy**.

Except that the **Insurer's** liability shall not exceed GBP50,000 in respect of this clause.

## 21 Glass

Cover is extended to include:

- 21.1 breakage of all fixed glass and **damage** to window and door frames, together with the necessary cost of boarding up prior to replacement of damaged glass
- 21.2 **damage** to fixed wash basins, lavatory bowls and cisterns owned by **you** or for which **you** are responsible at the **premises**
- 21.3 **damage** to neon and illuminated signs and electric light fittings.
- 21.4 **damage** by impact or falling glass to:
  - 21.4.1 the framework and fittings of the ground floor frontage
  - 21.4.2 goods on display in windows

provided that **our** maximum liability shall not exceed the **sub-limit** stated in the **schedule** any one claim.

## 22 Goods in transit

Cover is extended to include damage to:

- 22.1 **stock** and/or **non-ferrous metals** whilst in transit within the territorial limits shown on the **schedule**, including loading and unloading or whilst temporarily housed during transit whether on or off the vehicle provided that:

## Section Property All Risks

- 22.1.1 **our** maximum liability any one **consignment** shall not exceed the **sub-limit** stated in the **schedule**;
- 22.1.2 **we** may at **our** option indemnify, reinstate or replace the stock or **non-ferrous metals** or any part thereof;
- 22.2 sheets, ropes, chains, toggles, and packing materials;
- 22.3 **your** or **employees'** clothing and personal effects whilst in transit provided that **our** maximum liability in respect of any one claim does not exceed the **sub-limit** stated in the **schedule**.
- we** will also indemnify **you** against expenses reasonably incurred with **our** prior written and continuing consent in respect of:
- 22.4 the transfer of goods being carried to another vehicle, necessitated by **damage** and carriage to the original destination or place of collection;
- 22.5 reloading onto another vehicle any part of the goods being carried which have fallen from the original vehicle;
- 22.6 the removal of debris and site clearance following **damage** but excluding pollution and contamination not **insured** by this Section.

### 23 Hire agreements

In consequence of certain **property insured** under this Section being the subject of hire agreements, it is understood and agreed that the interest of the owners is deemed to be included in the protection afforded by this Section, it being understood that **you** will declare the name of any other interested party in the event of **damage**.

### 24 Machinery re-erection

- 24.1 In the event of **damage** to the **property insured**, **we** will provide indemnity to the **insured** for costs of dismantling, re-erecting and resetting machinery that has not sustained **damage**, but where such dismantling is necessary in order to gain access to and repair or reinstate damaged **property insured**.
- 24.2 Provided that:
- 24.2.1 such **machinery** is deemed to be undamaged and in working order prior to such dismantling, re-erecting and resetting;
- 24.2.2 **we** shall not provide indemnity for any **damage** to the **machinery** caused during such dismantling, re-erection and resetting;
- 24.2.3 such costs shall be in addition to the **sum(s) insured** but subject to the total **contents sum insured** shown in the **schedule**.

### 25 Metered water or gas loss

Cover is extended to pay water or gas charges that **you** are unable to recover from any other party:

- 25.1 measured by the utility meter; and



25.2 levied against **you**;

as a result of the loss of water or gas due to **damage** at the **premises** provided that **we** shall not be liable for any amount in excess of the **sub-limit** stated in the **schedule** for any one claim.

## 26 Money

Cover is extended to include loss of **money** belonging to **you** for an amount not exceeding the **sub-limits** stated in the **schedule** for any one claim.

In addition **we** will indemnify **you** in respect of **damage** to:

26.1 any safe, cash box or security case, bag or waistcoat, stamp franking machine owned by or held in trust by **you** at the **premises**, arising from theft or any attempted theft, provided **our** liability does not exceed the cost of repair or where damaged beyond economic repair, the cost of replacement

26.2 clothing and personal effects belonging to **you** or any **employee**, arising from hold-up, theft or attempted theft of **money** belonging to **you**, away from the **premises** for an amount not exceeding the **sub-limit** stated in the **schedule**.

26.3 Provided that;

26.3.1 In respect of **your money** in transit, other than by a specialist security company, **you** must provide not less than one able bodied director, partner and /or **employee** between 18 and 70 years of age for each **sub-limit** amount stated in the **schedule** of **negotiable money** carried and the sum carried shall be divided between such persons.

26.3.2 Any **money** recovered after the settlement of any claim will be **our** property, up to the amount paid by **us**.

## 27 Mortgagees and other interests

The interest of the leaseholder(s), mortgagee(s) and tenant(s) in the individual portions of the **property insured** to which their interest applies is noted, such interest to be advised to **us** in the event of a claim. In addition, **your** interest or that of the mortgagee(s) in this insurance shall not be prejudiced by any act or neglect of the occupier (s) or mortgagor(s) of any **building** hereby insured whereby the risk of **damage** is increased without **your** authority or knowledge or that of the mortgagee(s) provided that **you** or the mortgagee(s) shall immediately on becoming aware thereof give notice in writing to **us** and on demand pay such reasonable additional premium as **we** may require.

## 28 Non-ferrous metal

Cover includes damage to non-ferrous metals (other than aluminium) whilst at the **premises** provided that **our** maximum liability under this Standard Clause shall not exceed in respect of any one claim the **sub-limit** stated in the **schedule**.



**29 Non-invalidatio**

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **damage** is increased without **your** knowledge provided that **you** immediately advise **us** as soon as **you** become aware of same and pay such extra premium as may be required.

**30 Personal accident assault**

Cover is extended to pay **you** compensation for death or **bodily injury** sustained by any **insured person** due to assault (including robbery or hold-up) or any attempt thereat whilst in charge of **your money** for an amount as stated in the **sub-limits** in the **schedule** and the Scale of Benefits below

SCALE OF BENEFITS

Item No	Description	Limit
1	Temporary total disablement	GBP100 per week
2	Incurred medical expenses	GBP100 or 15% or the amount paid in respect of weekly benefits whichever is the greater

Provided that:

- 30.1 **our** liability under Death, Total loss of use of one or more limbs, Total loss of sight in one or both eyes, Permanent total disablement is subject to **bodily injury** occurring within twelve (12) calendar months from the date of the assault.
- 30.2 where compensation is payable under one or more of the Benefits other than Incurred medical expenses, the maximum sum payable in respect of any one **insured person** arising from any one occurrence or event will not exceed the amount stated in the **schedule**. This will not apply where Total loss of use of one or more limbs becomes payable in respect of an amputation which can also be claimed under Temporary total disablement but only in respect of disablement prior to the date of amputation and not exceeding six (6) weeks after that date.
- 30.3 in the event of compensation being paid in respect of Temporary total disablement, **we** will not be liable to make any payment in respect of the first two (2) weeks of disablement and the period for which compensation is payable will be limited to one hundred and four (104) weeks.

**31 Portable electronic business equipment**

Cover is extended to include **damage** to **portable electronic business** equipment within the territorial limits shown on the **schedule**, provided that **our** maximum liability under this Standard Clause shall not exceed the **sub-limit** stated in the **schedule** in respect of any one occurrence and shall not exceed GBP1,500 any one item.

### 32 Portable tools

Cover is extended to include **damage** to **portable tools** within the territorial limits shown on the **schedule**, provided that **our** maximum liability under this Standard Clause shall not exceed the **sub-limit** stated in the **schedule** in respect of any one occurrence and GBP750 in respect of any one item for **portable tools**.

### 33 Rent

In the event of **damage** that is insured by this Section, if:

33.1 **rent** is specified as covered in the **schedule**; and

33.2 any **building** which is leased or rented by **you** becomes untenable or unusable following **damage**; and

33.3 the lease or rental agreement requires continuation of the **rent**;

**we** will indemnify **you** for either:

33.4 the actual **rent** payable for the unexpired term of the lease or until such time that the **building** is repaired to a condition fit for habitation should the **building** be wholly untenable or unusable; or

33.5 the proportion of the **rent** applicable to the untenable or unusable part of the **building** that would otherwise be occupied by **you** should the **building** be partially untenable or unusable.

provided that **we** shall not be liable for any amount in excess of the **sum insured** in respect of **rent**.

### 34 Sprinkler installation

Where **property insured** at the **premises** is protected by a sprinkler installation **you** undertake to:

34.1 maintain the said installation in working order during the currency of this Section;

34.2 make a test every week for the purpose of ascertaining that the alarm gong is in working order and that the stop valves controlling the water supply and the installation are fully open;

34.3 make quarterly or half-yearly tests, if required by **us** to do so, for the purpose of ascertaining that such water supply is in order and record the particulars of each test;

34.4 remedy promptly any defect revealed by such tests.

34.5 immediately notify **us** should the water supplies be turned off or the sprinkler installation be rendered inoperative from any cause.

### 35 Stock away from premises

Cover is extended to include **damage** to **stock** within the territorial limits shown on the **schedule**, provided that **our** maximum liability under this Standard Clause shall not exceed the **sub-limit** stated in the **schedule** in respect of any one occurrence and GBP750 in respect of any one item for **stock**.

### **36 Subrogation waiver**

In the event of a claim arising under this section, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against:

36.1 any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to **you**

36.2 any Company which is a Subsidiary of a Parent Company of which **you** are yourselves a Subsidiary,

in each case within the meaning as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the loss.

### **37 Temporary removal**

**Machinery** and **electronic business equipment and computers** are covered whilst temporarily removed for cleaning, renovation, repair or similar purpose anywhere in the world excluding **North America**, provided that **our** maximum liability shall not exceed fifteen (15) per cent of the **contents sum insured** but excluding:

37.1 motor vehicles and motor chassis licensed for normal road use

37.2 property more specifically insured;

### **38 Temporary repairs following damage**

Cover is extended to pay the reasonable cost of:

38.1 boarding-up of fixed glass in windows, doors, fan lights and skylights that is necessary to make the **buildings** secure;

38.2 the installation of temporary doors made necessary for weather-proofing or securing the **buildings**;

38.3 weather-proofing **buildings**;

38.4 securing the site;

following **damage** at the **premises**.

### **39 Theft damage to buildings**

Where **buildings** are not insured under this **policy** but **you** are responsible for the cost of **damage** to **buildings**, the insurance by this Section is extended to indemnify **you** in respect of **damage** to **buildings** (as defined) arising from theft or any attempt thereat.

### **40 Trace and access**

Cover is extended to pay **you** costs necessarily and reasonably incurred with **our** prior written and continuing consent in locating the source of any escape of water from any fixed water services, heating installation or fuel oil used for domestic purpose only including the repair of walls, floors or ceilings necessary as a direct result of the location work provided that **we** shall not be liable:

40.1 to include the cost of repairs to any fixed domestic water services or heating installation;

40.2 for any amount in excess the **sub-limit** stated in the **schedule** during any one **period of insurance**.

#### **41 Unauthorised use of electricity, gas or water**

Cover is extended to pay the cost of metered electricity gas or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or keeping possession of or occupying the **premises** without **your** authority provided that:

41.1 all practicable steps are taken to terminate such unauthorised use as soon as it is discovered;

41.2 **we** shall not be liable for any amount in excess of the **sub-limit** stated in the **schedule** for any one claim.

#### **42 Underground services**

Where the **buildings** are insured by this Section or **you** are liable as tenants, this insurance covers **damage** to the underground water, drain, sewage and gas pipes and underground electricity and telephone cables extending from the **buildings** to the public mains.

#### **43 Unoccupied buildings**

If **your building** is or becomes unoccupied, vacant or disused for a period in excess of thirty (30) consecutive days:

43.1 **You** shall give notice to **us** as soon as possible; and

43.2 Cover shall only be provided if **we** give specific agreement in writing; and

43.3 **You** do all things reasonable to ensure that:

43.3.1 all main services are turned off at the mains and water tanks are drained and emptied; and

43.3.2 all combustible materials not forming part of the landlord's fixtures and fittings are removed from inside and outside the **buildings**; and

43.3.3 all ground floor windows and letterboxes are securely boarded over, and

43.3.4 all reasonable precautions are taken to secure the **buildings** against unauthorised entry.

#### **44 Workmen's extension**

Workmen may be employed for the purpose of making new erections or alterations, repair, decoration, plant installation, general maintenance and similar at **your premises** without prejudice to this insurance.

## Exclusions

### 1 Communicable disease

Regardless of any provision to the contrary, the **policy** excludes any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) the **insured's** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Notifiable disease, murder or suicide, food or drink poisoning' extension of Section – Business Interruption All Risks.

### 2 Consequential loss

This Section excludes and does not cover **damage** caused by any form of indirect or consequential loss except as specifically included with this Section;

### 3 Damage caused by specific events

This Section excludes and does not cover **damage** caused by:

- 3.1 breakdown other than in respect of **electronic business equipment and computers**;
- 3.2 explosion, failure or collapse of a boiler (but not a boiler or economiser used for domestic purposes only) economiser or other vessel, machine, apparatus or pipe work at the **premises** in which internal pressure is due to steam only;
- 3.3 joint leakage failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels of any range of steam, and feed piping in connection therewith;
- 3.4 the over-running, excessive pressure, short-circuiting or self-heating of any dynamo, motor or other portion of the electrical equipment;
- 3.5 the insured property undergoing any process including, but not limited to, cleaning, repairing, restoring, renovating, alteration, maintenance or testing;
- 3.6 defective or faulty design, materials or workmanship, latent defect or inherent vice;
- 3.7 gradual deterioration, putrefaction, corrosion, wear and tear, infestation, vermin, frost, marring or scratching;
- 3.8 change in temperature, dampness, dryness, wet or dry rot, chipping, marring or scratching, shrinkage, evaporation, loss of weight or change in colour, flavour or texture;
- 3.9 **virus** or **similar mechanism, hacking** or **denial of service attack**;

3.10 a change in water table level;

however this will not exclude any subsequent **damage** resulting from any ensuing **insured event**.

3.11 **damage** caused by theft or attempted theft unless involving entry to or exit from the **buildings** at the **premises** by forcible and violent means or by violence or threat of violence to **you** or **your employees** provided that this exclusion shall not apply to:

3.11.1 the **buildings**;

3.11.2 the following Standard Clauses:

- a) Changing Locks
- b) Money
- c) Goods in Transit
- d) Exhibition and Trade Fairs

For the purpose of this insurance forcible and violent entry to or exit from or through an internal door, office, cage, compartment or store within the **buildings** will not satisfy the rider to this theft exclusion unless the office, cage, compartment or store accessed by the internal door is the sole part of the **buildings** occupied by **you**.

3.12 **damage to property insured** by the Standard Clauses – Goods in transit, Portable electronic business equipment, Portable tools or Stock away from premises caused by theft or attempted theft, malicious **persons** or storm to any soft or open topped vehicle.

## 4 Excluded property

This Section excludes and does not cover **damage** to

4.1 livestock, growing crops, trees, watercraft, aircraft, jewellery, precious stones, furs or promissory notes (other than as insured as **money**) unless specifically mentioned in the **schedule**;

4.2 moveable property in the open or property in the course of erection or installation;

4.3 electricity, gas, water or telecommunications transmission lines or pipes other than electricity, gas, water or telecommunications transmission lines or pipes which are **your** responsibility and are within fifty (50) metres of **your premises**;

4.4 any motor vehicle or their contents whose use is not permanently confined to the **premises**, other than:

4.4.1 where such vehicle is insured by a specific insurance policy; and

4.4.2 only in respect of any amount over and above that paid under such specific insurance; and

4.4.3 that **our** maximum liability does not exceed GBP25,000 any one **insured event**;

4.5 explosives.

### 5 Excess

This Section excludes and does not cover the **excess** stated on the **schedule** but this exclusion does not apply where **damage** is caused to **money** or is in respect of loss of keys and/or **damage** to clothing or personal effects.

### 6 Fraud

This Section excludes and does not cover **damage** caused by any acts of:

6.1 fraud or dishonesty;

6.2 fraudulent, dishonest or deliberate accessing, extraction, distortion, erasure, corruption or misappropriation of information or **data** contained in any **electronic business equipment and computers** or other records, programs or software;

committed by **you** or **your employees**, whether alone or in collusion others.

### 7 Glass damage

This Section excludes and does not cover damage to glass;

7.1 caused by alterations to the framework or position of any of the glass or to neon and illuminated signs and electric light fittings or to sanitary earthenware;

7.2 caused by settlement or expansion or contraction of frames and fittings in **buildings** under construction and during a period of six (6) months after the date of completion of the **buildings**;

7.3 at an empty or unoccupied **premises** unless specifically agreed by **us**;

7.4 existing prior to the commencement of this **policy** and not subsequently replaced;

7.5 in respect of neon and illuminated signs and electric light fittings:

7.5.1 caused by or traceable to wear and tear or to gradual deterioration, mechanical or electrical breakdown or removal from the fixed position other than by theft or attempted theft;

7.5.2 of bulbs or tubes unless involving **damage** to signs or fittings;

7.6 and in addition:

7.6.1 glass which is bent, tinted, stained and fixed or incorporated in multiple glazed units;

7.6.2 decoration or protective film or alarm foil on glass unless to comply with the quality recommended in the current British Standard Code of Practice.

### 8 Goods in unattended vehicles

This Section excludes and does not cover **damage** to **property insured** by the Standard Clauses - Goods in transit, Portable electronic business equipment, Portable tools or Stock away from premises by:

- 8.1 theft or any attempted theft:
  - 8.1.1 from any soft or open topped vehicle
  - 8.1.2 from a hard-top motor vehicle
    - 8.1.2.1 during **business hours** unless
      - a) the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation;
      - b) all keys have been removed;
    - 8.1.2.2 outside **business hours** unless
      - a) the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation;
      - b) all keys have been removed;
      - c) the motor vehicle is parked in a securely **locked compound**, locked building or locked garage;

## 9 Money

This Section excludes and does not cover **damage** to **money** and other items insured by the Money Standard Clause:

- 9.1 due to error or omission
- 9.2 from unattended vehicles
- 9.3 belonging to **your** customers
- 9.4 contained in gaming or vending machines
- 9.5 which is recoverable from a security company or its insurers under an agreement between **you** and the security company, for the conveyance of money
- 9.6 from a safe opened by a key or a note of the combination being left at the **premises** when closed for **business** or unattended.
- 9.7 arising from or due to arson, malicious damage, theft, fraud or dishonesty by **your employees** unless discovered within fourteen (14) days after the incident or occurrence that may give rise to a claim.

## 10 Pollution or contamination

This Section excludes and does not cover **damage**, or loss or interruption or interference caused by pollution or contamination but this exclusion shall not apply to **damage**, or loss or interruption or interference caused by:

- 10.1 pollution or contamination which itself results from a defined peril;
- 10.2 a defined peril which itself results from pollution or contamination;



## Section Property All Risks

and for the purpose of this exclusion, defined peril means fire, lightning, explosion, earthquake, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, windstorm, **flood**, escape of water or oil from any tank or pipe, sprinkler leakage, theft or impact by any vehicle or animal provided that such defined perils are not excluded from this Section.

### 11 Subsidence of buildings

This Section excludes and does not cover **damage to buildings** caused by subsidence, ground heave or landslip, normal settlement, bedding down of new structures or collapse.

### 12 Unidentified loss

This Section excludes and does not cover **damage** which is:

- 12.1 not identifiable by **you** in relation to a specific occurrence that happens at a specific time and place;
- 12.2 revealed only during an inventory or stock-taking;
- 12.3 arising from misfiling or misplacing of property, information or data.

### 13 War and Terrorism

This Section excludes and does not cover **damage** resulting from or contributed to, by or in connection with, in whatever form, directly or indirectly, any act of **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, nor will **we** have any liability for loss, **damage**, costs and expenses directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action controlling, preventing, suppressing, retaliating against or responding to any act of **war** or **terrorism**.

This exclusion does not apply to cover granted under any expression Section – Terrorism if such Section is render 'operative' and the appropriate Section premium has been paid.

## Optional Extensions – Property All Risks

The following clauses only apply where shown under optional extensions on the *schedule*.

### 1 Money belonging to your customers extension

- 1.1 The cover provided by Standard clause - Money to this Section is extended to include **negotiable money** and **non-negotiable money** both on the **premises** and whilst in transit, not belonging to **you** but for which **you** are responsible in the course of **your business**.
- 1.2 Further in respect of the cover granted by this Optional extension and solely in relation to **negotiable money**:
  - 1.2.1 whilst in transit, **you** must provide not less than one able bodied director, partner and/or **employee** between 18 and 70 years of age for each sub-limit as stated in the **schedule** of **money** carried and the sum carried shall be divided between such persons; and
  - 1.2.2 **our** maximum liability shall not exceed a **sub-limit** shown on the **schedule**; and
  - 1.2.3 exclusions relating to **damage** to **money** of customers and money recoverable from security companies shall not apply

### 2 Subsidence of buildings extension

Exclusion clause 'Subsidence of buildings' is deleted and replaced by the following:

#### **Subsidence of buildings**

This Section excludes and does not cover **damage** to **buildings** caused by

- 2.1 or happening through the bedding down of new structures, by settlement; or
- 2.2 coastal or river erosion; or
- 2.3 subsidence or collapse of **buildings** or any part thereof whilst in the course of erection or undergoing demolition, structural alterations or structural repairs; or
- 2.4 subsidence or collapse which commenced prior to the inception of the cover under this **policy**; or
- 2.5 **damage** attributable solely to change of water table level;

and **we** shall not be liable to indemnify **you** for the **excess** as stated in the **schedule** in respect of each and every **damage** caused by subsidence or collapse ascertained after the application of all other terms and conditions of this **policy**.

**Our** maximum liability shall not exceed the **sub-limit** stated in the **schedule**.

## Business Interruption All Risks Section

### Definitions

#### 1 Annual gross revenue

Annual gross revenue means the **gross revenue, trend adjusted**, during the twelve months immediately before the date of the **damage**.

#### 2 Annual turnover

Annual turnover means the **turnover** during the twelve months immediately before the date of the **damage**.

#### 3 Estimated gross profit

Estimated gross profit means the amount declared by **you** to **us** as representing not less than the **gross profit** which it is anticipated will be earned by the **business** during the year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **indemnity period** exceeds twelve months).

#### 4 Estimated gross revenue

Estimated gross revenue means the amount declared by **you** to **us** as representing not less than the **gross revenue** which it is anticipated will be earned by the **business** during the financial year most nearly concurrent with the **period of insurance** (or a proportionately increased multiple thereof where the **maximum indemnity** period exceeds twelve months).

#### 5 Gross profit

Gross profit means the amount by which

- 5.1 the sum of the amount of the **turnover** and the amounts of the closing **stock** and work in progress exceeds
- 5.2 the sum of the amounts of the opening **stock** and work in progress and the amount of the **specified working expenses**.

N.B. The amounts of the opening and closing **stocks** (including work in progress) will be arrived at in accordance with **your** usual accounting methods, due provision being made for depreciation.

#### 6 Gross revenue

Gross revenue means the money paid or payable to **you** for services rendered in the course of the **business** at the **premises**.

## **7 Increased cost of working**

Increased cost of working means the additional expenditure necessarily and reasonably incurred with **our** prior written and continuing consent.

## **8 Indemnity period**

Indemnity period means the period beginning with the occurrence of the **damage** and ending not later than the **maximum indemnity period**, during which the results of the **business** are affected as a result of the **damage**.

## **9 Maximum indemnity period**

As stated in the **schedule**.

## **10 Notifiable disease**

Notifiable disease means any diseases sustained by a person notifiable under the Health Protection (Notification) Regulations 2010, but excluding:

- a) Avian Influenza and/or Influenza A (H5N1);
- b) Swine Influenza and/or Influenza A (H1N1);
- c) Severe Acute Respiratory Syndrome (SARS);
- d) any coronavirus (or similar or equivalent virus in the future), including any mutation or variation of a coronavirus;
- e) any coronavirus disease (or similar or equivalent disease in the future);
- f) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or
- g) any fear or threat of a) to f) above.

## **11 Outstanding debit balances**

Outstanding debit balances means the money owed to **you** by **your** customers at the date of the **damage** taking into account:

- 11.1 bad debts
- 11.2 owed amounts not passed through the books during the period between the last record and the date of the **damage**
- 11.3 abnormal trading conditions affecting the **business**
- 11.4 **your** last record of amounts owed by customers.

## **12 Rate of gross profit**

Rate of gross profit means the rate of **gross profit** earned on the **turnover** during the financial year immediately before the date of the **damage**.

### **13 Rent receivable**

Rent receivable means the amount of the rent received or receivable from the letting of the property situated at the locations specified in the **schedule**.

### **14 Specified working expenses**

Specified working expenses means:

14.1 purchases (less discounts received)

14.2 discounts allowed

14.3 carriage, packing and freight.

### **15 Standard gross revenue**

Standard gross revenue means the **gross revenue, trend adjusted**, during that period in the twelve (12) months immediately before the date of the **damage** which corresponds with the **indemnity period**.

### **16 Standard rent receivable**

Standard rent receivable means the **rent receivable, trend adjusted** during the period corresponding with the **indemnity period** in the twelve months immediately before the date of **damage**.

### **17 Standard turnover**

Standard turnover means the **turnover, trend adjusted** during that period in the twelve months immediately before the date of the **damage** which corresponds with the **indemnity period**.

### **18 Trend adjusted**

Trend adjusted means adjustments will be made to figures as may be necessary to provide for the trend of the **business** and for variations in or circumstances affecting the **business** either before or after the **insured event** or which would have affected the **business** had the **damage** not occurred, so that the figures thus adjusted will represent as nearly as may be reasonably practicable the results which but for the **insured event** would have been obtained during the relative period after the **insured event**.

### **19 Turnover**

Turnover means the money paid or payable by **you** for goods sold and delivered and for services rendered in the course of the **business** at the **premises**.

**NB1** The words and expressions used in these definitions will have the meaning usually attached to them in **your** books and accounts. Any adjustments implemented in current cost accounting will be disregarded.

**NB2** To the extent that **you** are accountable to the tax authorities for Value Added Tax all terms in this Section shall be exclusive of such Tax.

### Cover

- 1 In the event that any **building** or other **property insured** used by **you** at the **premises** for the purpose of the **business** is **damaged** by an **insured event** during the **period of insurance** and in consequence the **business** carried on by **you** at the **premises** is interrupted or interfered with then **we** will pay in respect of each item of Business Interruption insurance stated in the **schedule** the amount of loss resulting from such interruption or interference provided that the time the **damage** occurs:
  - 1.1 there is in force either:
    - a) cover under the Property All Risks Section of this **policy**; or
    - b) an insurance policy covering **your** interest in the property at the premises against such **damage** and such property is of a type and kind not excluded by this Section;
  - 1.2 **you** have claimed under the insurance policy referred to above, and the relevant **Insurer** has paid such a claim in full or admitted liability for such claim, or would have done so but for the operation of a proviso in such insurance policy excluding liability for losses below a specified amount.
  - 1.3 Further, **we** agree that if any records of accounts receivable used by **you** at the **premises** for the purpose of the **business** are **damaged** by an **insured event** during the **period of insurance** and in consequence income is lost resulting from **your** inability to trace or establish **your outstanding debit balances** then **we** will pay:
    - 1.3.1 The expenses incurred with **our** prior written and continuing consent in tracing and establishing customers' debit balances after the **damage**;
    - 1.3.2 the loss of income resulting from **your** inability to trace or establish **your outstanding debit balances** as a direct result of **damage** by any **insured event**provided that:
    - a) **our** liability under this section shall not exceed the **limit of liability** or **sum insured** stated in the Business Interruption All Risks Section of the **schedule**;
    - b) all books of account or other **business** books or records in which customers' accounts are shown are kept in a fire resisting cabinet or safe when not in use;
    - c) all data contained in any **electronic business equipment and computers** in respect of **your** customers' accounts is backed-up at least weekly onto a disk and maintained away from the **premises**.

## 2 Limit of liability

**Our** liability under this section will not exceed the lesser of:

- 2.1 The **sum insured** at the time of the **damage**; or
- 2.2 the **sum insured** (or limit of liability) remaining after deduction for any other interruption or interference consequent upon **damage** occurring during the same **period of insurance**, unless **we** have agreed to reinstate any such **sum insured** (or limit of liability).

## Standard Clauses

### 1 Additional increased cost of working

*Our* liability in respect of **additional increased cost of working** is limited to **additional increased cost of working** and the amount payable under this clause will be the additional expenditure necessarily and reasonably incurred during the **indemnity period** in consequence of the **damage** for the sole purpose of preventing or minimising a reduction in turnover and resuming or maintaining normal **business** operations for an amount not exceeding the **sum insured** by this item.

### 2 Gross profit / estimated gross profit

*Our* liability in respect of **gross profit/estimated gross profit** is limited to loss of **gross profit** caused by a reduction in **turnover** or an increase in cost of working. *Our* liability under this clause will be:

- 2.1 in respect of reduction in **turnover**: the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** will, in consequence of the **damage**, fall short of the **standard turnover**;
- 2.2 in respect of increase in cost of working: the additional expenditure (subject to the provisions of the uninsured standing charges clause) incurred for the sole purpose of avoiding or diminishing the reduction in **turnover** that would otherwise have occurred during the **indemnity period** in consequence of the **damage**, but not exceeding the sum produced by applying the **rate of gross profit** to the amount of reduction reasonably anticipated at the time the expenditure was incurred;
- 2.3 minus, regardless of whether the calculation is based on the reduction of **turnover** or increase in cost of working, any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross profit** as may cease or be reduced in consequence of the **damage**;
- 2.4 except that, in either case, if the **sum insured** in respect of **gross profit/estimated gross profit** is less than the sum produced by applying the **rate of gross profit** to the **annual turnover** (or to a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) *our* liability will be proportionately reduced.

### 3 Gross revenue / estimated gross revenue

*Our* liability in respect of **gross revenue/estimated gross revenue** is limited to loss of **gross revenue/estimated gross revenue** and increase in cost of working. *Our* liability under this will be:

- 3.1 in respect of the reduction in gross revenue: the amount by which the **gross revenue** during the indemnity period will, in consequence of the **damage**, fall short of the **standard gross revenue**;
- 3.2 in respect of an increase in cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in **gross revenue** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of the reduction thereby avoided;

- 3.3 minus, regardless of whether the calculation is based on, the reduction in gross revenue or the increase in cost of working any sum saved during the **indemnity period** in respect of such of the charges and expenses of the **business** payable out of **gross revenue** as may cease or be reduced in consequence of the **damage**;
- 3.4 except that, in either case, if the **sum insured** in respect of **gross revenue/estimated gross revenue** is less than the **annual gross revenue** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months), **our** liability will be proportionately reduced.

#### **4 Increased cost of working**

**Our** liability in respect of **increased cost of working** is limited to the increase in cost of working and the amount payable under this clause in respect of **increased cost of working** will be the additional expenditure necessarily and reasonably incurred by **you** in consequence of the **damage** for the sole purpose of preventing or minimising the interruption of the **business** during the **indemnity period**.

#### **5 Outstanding debit balances**

The insurance provided by outstanding **debit balances** is limited to the **sum insured** as stated in the **schedule**.

#### **6 Rent receivable**

**Our** liability in respect of **rent receivable** is limited to loss of **rent receivable** and additional expenditure and the amount payable under this clause will be:

- 6.1 in respect of loss of **rent receivable**: the amount by which in consequence of the **damage**, the **rent receivable** during the **indemnity period**, falls short of the **standard rent receivable**;
- 6.2 in respect of additional expenditure: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of **rent receivable** which but for that expenditure would have taken place during the **indemnity period** in consequence of the **damage**, but not exceeding the amount of the reduction in **rent receivable** thereby avoided;
- 6.3 minus any sum saved during the **indemnity period** in respect of such of the expenses and charges payable out of **rent receivable** as may cease or be reduced in consequence of the **damage**;
- 6.4 except that if the **sum insured** in respect of **rent receivable** is less than the annual **rent receivable** (or a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve months) **our** liability will be proportionately reduced.



## Standard cover extensions

Cover provided by this Section is extended to include loss of **gross profit, gross revenue** and/or **increased cost of working** arising from:

### 1 Alternative trading

If during the **indemnity period** goods shall be sold or services shall be rendered elsewhere than at the **premises** for the benefit of the **business** either by **you** or by others on **your** behalf the money paid or payable in respect of such sales or services shall be brought into account in arriving at the **turnover** during the **indemnity period**.

### 2 Contract sites

**Damage** is extended to include **damage** by an **insured event** to property at any contract site in the **United Kingdom** not occupied by **you** where **you** are carrying out a contract provided that **our** maximum liability shall not exceed the **sub-limit** shown in the **schedule**.

### 3 Customers

**Damage** is extended to include **damage** by any **insured event** to property at the premises of any of **your** direct customers in the **United Kingdom** with whom at the time of the **damage you** have agreed under contract or trading relationship to supply goods or services, provided that **our** maximum liability shall not exceed the **limit of liability** shown in the **schedule**.

### 4 Declaration linked

4.1 In respect of **sums insured** marked "Declaration linked condition - Yes" in the **schedule you** shall prior to each renewal furnish **us** with the **estimate of gross profit / gross revenue** as insured hereby for the financial year most nearly concurrent with the ensuing year of insurance.

4.2 The first and annual premiums in respect of **gross profit / gross revenue** as insured hereby are provisional and are based on **estimated gross profit / estimated gross revenue**.

4.3 **You** shall furnish **us** not later than six (6) months after the expiry of each **period of insurance** a declaration certified by **your** professional accountants of **gross profit / gross revenue** during the financial year most nearly concurrent with the **period of insurance**. If any **damage** shall have occurred giving rise to a claim for loss of **gross profit / gross revenue** the above mentioned declaration shall be increased by **us** for the purpose of premium adjustment by the amount by which the **gross profit / gross revenue** was reduced during the financial year solely in consequence of the **damage**.

4.4 If the declaration (adjusted as provided above and proportionately increased where the **maximum indemnity period** exceeds twelve months)

4.4.1 is less than the **estimated gross profit / estimated gross revenue** as insured hereby for the relative **period of insurance we** will allow a pro rata return of the premium paid on the **estimated gross profit / estimated gross revenue** as insured hereby but not exceeding fifty (50) per cent of such premium

## Section Business Interruption All Risks

- 4.4.2 is greater than the **estimated gross profit / estimated gross revenue** as insured hereby for the relative **period of insurance you** shall pay a pro rata extra premium on **estimated gross profit / gross revenue** as insured hereby.
- 4.5 In respect of **sums insured** marked "Declaration linked condition - Yes" in the **schedule** the clause Limit of liability is modified as follows. **Our** liability shall in no case exceed, in respect of **gross profit / gross revenue** one hundred and thirty-three and a third per cent (133%) of **gross profit / gross revenue** stated herein, in respect of each other item one hundred per cent of the **sum insured** stated herein, nor in the whole the sum of one hundred and thirty-three and a third per cent (133%) of **estimated gross profit / gross revenue** as insured hereby and one hundred per cent (100%) of the **sums insured** by other items or such other amounts as may be substituted therefore by memorandum signed by or on **our** behalf.
- 4.6 In the absence of written notice by **you** or **us** to the contrary **our** liability shall not stand reduced by the amount of any loss, **your** undertaking to pay the appropriate extra premium for such automatic reinstatement of cover.

### 5 Delayed loss

In adjusting any claim, account shall be taken and an equitable allowance made if any reduction in **gross profit / gross revenue** due to the **damage** is postponed by reason of the **gross profit / gross revenue** being temporarily maintained from accumulated stocks of finished goods.

### 6 Departmental

If the **business** is conducted in departments the independent trading results of which are ascertainable, the provisions of **gross profit** or **gross revenue** will apply separately to each department affected by the **damage** except that, if the insurance is not on a declaration linked basis, if the **sum insured** by the said item is less than the aggregate of the sums produced by applying the **rate of gross profit** or **gross revenue** for each department of the **business** (whether affected by the damage or not) to its relative **annual turnover** (or to a proportionately increased multiple thereof where the **maximum indemnity period** exceeds twelve (12) months) the amount payable will be proportionately reduced.

### 7 Exhibition sites

**Damage** is extended to include damage by any **insured event** under Section – Property All Risk to property at any site in the **United Kingdom** where **you** are exhibiting **your** goods for sale provided that **our** maximum liability shall not exceed the **sub-limit of liability** stated in the **schedule** any one occurrence.

### 8 First year of trading

In the event of any claim arising from **damage** occurring before the completion of the first year's trading of the **business** at the **premises** the terms expressed in the "Definitions", shall be adjusted to apply to the **gross profit / gross revenue** and outgoing during the period from commencement of the **business** to the date of the **damage**.

## 9 Notifiable disease, murder or suicide, food or drinking poisoning

Loss resulting from interruption of or interference with the **business** in consequence of any of the following events:

- a) an **occurrence** of a **notifiable disease**:
  - i) at the **premises**; or
  - ii) attributable to food or drink supplied from the **premises**;
- b) the discovery of any organism at the **premises** likely to result in the **occurrence** of a **notifiable disease**;
- c) the discovery of vermin or pests at the **premises**;
- d) an accident causing defects in the drains or other sanitary arrangements at the **premises**; and
- e) an **occurrence** of murder or suicide at the **premises**;

provided that:

- a) the **insurer** will only be liable for loss arising at those **premises** which are directly subject to the events;
- b) the **insurer** will only be liable for loss where the event causes restrictions on the use of the **premises** on the order or advice of a Local or Government Authority;
- c) the **insurer** will not be liable for any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above; and
- d) the **insurer's** liability will not exceed the **sub-limit** shown in the schedule.

This extension shall not cover loss resulting from forty eight hours of each and every such interruption or interference at the **premises**.

## 10 Payments on account

If **you** request and **we** agree, **we** will make payments to **you** monthly on account during the **indemnity period**, provided always that:

- 10.1 the aggregate amount of such payments shall not exceed the **sum insured** under the item for which the claim is being paid hereunder, and
- 10.2 that if the total adjusted loss under this section differs from the total of the payments made under this clause then **we** and **you** mutually agree to pay or return the difference accordingly.

## 11 Prevention of access

Damage to property in the vicinity of the **premises** by any **insured event** which prevents or hinders use of or access to the **premises** provided that **our** maximum liability shall not exceed the **sub-limit of liability** stated in the **schedule** any one occurrence.

## 12 Professional accountants

Any particulars or details contained in **your** books of account or other **business** books or documents which may be required by **us** under Claims Conditions to this **policy** for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are acting as such for **you** and their report shall be prima facie evidence of the particulars and details to which such report relates. **We** will pay to **you** the reasonable charges

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payable by **you** to **your** professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by **us** under the terms of Claims Conditions to this **policy** and reporting that such particulars or details are in accordance with **your** books of account or other **business** books or documents.

### 13 Public utilities

**Damage** is extended to include **damage** resulting from interruption or interference with the **business** in consequence of **damage** by an **insured event** to property at any:

- 13.1 generating station or sub-station of public electricity supply undertaking;
- 13.2 land based premises of the public gas supply undertaking or of any natural gas producer linked directly therewith;
- 13.3 water works or pumping station of the public water supply undertaking;
- 13.4 land based premises of the public telecommunication undertaking;

from which **you** obtain electricity, gas, water or telecommunication services provided that **our** maximum liability shall not exceed the **sub-limit of liability** stated in the **schedule** any one occurrence.

### 14 Reinstatement of loss

In the event of loss under this Section and in the absence of written notice by **us** or **you** to the contrary, the amount of such loss is to be automatically reinstated from the date thereof, **your** undertaking to pay such necessary premium as may be required for reinstatement for the remainder of the **period of insurance**.

### 15 Salvage sale

If following **damage** giving rise to a claim under this Section **you** hold a salvage sale during the **indemnity period**, the second paragraph to Standard Clause – Gross Profit / estimated gross profit for the purposes of such claim will read as follows:

“in respect of the reduction in **turnover** the sum produced by applying the **rate of gross profit** to the amount by which the **turnover** during the **indemnity period** (less the **turnover** from the period of the salvage sale) in consequence of the **damage** falls short of the **standard turnover** from which sum the **gross profit** actually earned during the period of the salvage sale will be deducted.”

### 16 Subrogation waiver

In the event of a claim arising under this Section, **we** agree to waive any rights, remedies or relief to which **we** might become entitled by subrogation against:

- 16.1 any Company standing in the relation of Parent to Subsidiary (Subsidiary to Parent) to **you**;
- 16.2 any Company which is a Subsidiary of a Parent Company of which **you** are yourselves a Subsidiary;

in each case within the meaning as defined in the Companies Act or Companies (N.I.) Order, as appropriate, current at the time of the loss.

## **17 Suppliers and storage sites**

17.1 **Damage** is extended to include **damage** by an **insured event** to property at:

17.1.1 the premises of any of **your** direct suppliers; or

17.1.2 premises not occupied by **you** where **your** property is stored,

17.2 provided that:

17.2.1 no indemnity shall be provided under this clause for damage to the property of any suppliers of electricity, gas, water or telecommunication services;

17.2.2 no indemnity shall be provided under this clause for any damage to property at any premises outside of the United Kingdom;

17.2.3 **our** maximum liability shall not exceed the **sub-limit of liability** shown in the **schedule**.

## **18 Uninsured standing charges**

If any standing charges of the **business** are not insured by this Section (having been deducted in arriving at the **gross profit**) then in computing the amount recoverable hereunder as **increased cost of working** that proportion only of any additional expenditure shall be brought into account which the **gross profit** bears to the sum of the **gross profit** and the uninsured standing charges.

## **Exclusions**

### **1 Communicable disease**

Regardless of any provision to the contrary, the **policy** excludes any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) the **insured's** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the 'Notifiable disease, murder or suicide, food or drink poisoning' extension of Section – Business Interruption All Risks.

### **2 Fines and damages**

**We** will not be liable for any loss due to fines or damages for breach of contract, for late or non-completion of orders or for any penalties of whatever nature.

### **3 Property All Risks section exclusions**

The Exclusions contained within the Property All Risks Section apply equally to the insurance by this Section except that consequential loss exclusion therein shall not apply to the losses expressly covered by this Section.

## Contract Works Section

### Definitions

#### 1 Business hours

Business hours means **your** normal daily working hours but extended up to twenty-four (24) hours each day during which **you** or **your employees** are assigned call out duty and/or attendance at an emergency call out.

#### 2 Claim

Claim means all **damage** and other losses against which an indemnity is provided by this section arising out of any one event or series of events arising from one cause.

#### 3 Contract

Contract means the contract or agreement that **you** enter into to perform work in accordance with **your business**.

#### 4 Contract works

Contract works means:

- 4.1 property forming part of the permanent or temporary works completed or in the course of completion in the performance of **your contract** with **your principal**; and
- 4.2 materials or other goods supplied for incorporation into the permanent or temporary works but not including property more specifically insured;
- 4.3 whilst:
  - 4.3.1 on or adjacent to the contract site within the territorial limits shown in the **schedule**;  
or
  - 4.3.2 in transit by road, rail or inland waterway to or from the **contract** site; or
  - 4.3.3 temporarily stored away from the **contract** site, including storage at **your** premises,
- 4.4 but only if:
  - 4.4.1 consigned for use in a specific **contract**, and
  - 4.4.2 **you** are responsible under **contract** conditions for the **damage**.

#### 5 Hired-in plant and equipment

Hired-in plant and equipment means:

- 5.1 temporary buildings and caravans; and

5.2 constructional plant, tools and equipment;

supplied to **you** and for which **you** are responsible under the terms of a hiring agreement while anywhere within the territorial limits shown in the **schedule** including while in transit by road, rail or inland waterway (transit includes plant driven under its own power) but this will not include insurance of any item of constructional plant having a replacement value in excess of the **limit of liability** stated in the **schedule**.

### 6 Limit of liability

Limit of liability means the amount stated in the **schedule** which shall be **our** maximum liability under any one category of **property insured** in respect of any one (1) **event** regardless of the number of persons claiming. The indemnity provided by the Standard Clauses or any other amendment to this Section shall not operate so as to increase the maximum amount payable.

### 7 Non-ferrous metals

Non-ferrous metals means stock and materials in trade consisting of non-ferrous metals other than aluminium.

### 8 Period of maintenance

The period of maintenance means the maintenance period as specified in the contract but not exceeding twelve (12) months.

### 9 Personal effects and tools

Personal effects and tools means the personal effects and tools belonging to the **employee**, or for which the **employee** is responsible, within the territorial limits shown in the **schedule**, provided that **our** maximum liability shall not exceed the **limit of liability** stated in the **schedule**, and **our** liability in respect of personal effects and tools for any one **employee** shall not exceed the **sub-limit** stated in the **schedule**.

### 10 Principal

Principal means any company, partnership, **public authority** or individual for whom **you** have agreed to carry out work under the terms of a **contract**.

### 11 Reinstatement

11.1 In respect of **Contract Works** and **Personal effects and tools** reinstatement means the replacement by similar property, repair or restoration in a condition equal to but not better or more extensive than its condition when new.

11.2 In respect of **Temporary buildings, plant and other property** reinstatement means:

11.2.1 Where property up to twenty four (24) months old is lost, destroyed or damaged, its replacement by similar property, repair or restoration in a condition equal to but not better or more expensive than its condition when new.



- 11.2.2 Where property over twenty four (24) months old is lost, destroyed or damaged, its replacement by similar property, repair or restoration will not exceed the market value of the property at the time of the loss.

## **12 Temporary buildings, plant and other property**

Temporary buildings, plant and other property means:

12.1 temporary buildings, caravans and their contents; and

12.2 constructional plant, tools and equipment;

while anywhere within the territorial limits shown in the **schedule** including while in transit by road, rail or inland waterway (transit includes plant driven under its own power) but this will not include:

12.2.1 insurance of any item of constructional plant having a replacement value in excess of the **limit of liability** stated in the **schedule** unless the replacement value of such an item is specified in the **schedule**;

12.2.2 property supplied to **you** under the terms of a hiring agreement.

## **Contract Works cover**

### **1 Cover clause**

**We** will pay for rectifying **damage** to the **property insured** that occurs during the **period of insurance** and at **our** option **we** will pay:

- 1.1 the costs of repair; or
  - 1.2 the costs of **reinstatement**; or
  - 1.3 a cash sum to **you** instead of the above;
- in respect of the **damage**.

### **2 Limit of liability**

**Our** maximum payment will be:

- 2.1 the **limit of liability** set against each item on the **schedule**; or
- 2.2 the amount specified in any Standard Clause or extension to this Section.

### Standard clauses

The Section and **policy** Exclusions and Conditions apply to the Standard Clauses. The Standard Clauses do not increase the **limit of liability** or **our** maximum payment to **you** unless otherwise stated.

#### 1 Additional interests in the contract works

**We** will note the insurable interest of the following parties in the **contract works**:

- 1.1 **your** principal, jointly insured with **you** to the extent required by the terms of **your contract**;
- 1.2 other parties but **you** must declare to **us** the names of these parties immediately following a claim for **damage**.

#### 2 Architects', surveyors' and other fees in reinstatement

2.1 This Section extends to cover:

- 2.1.1 architects, surveyors' and consulting engineers' fees; and
- 2.1.2 other fees,  
necessarily incurred in the **reinstatement** following **damage** to the **property insured**.

2.2 Exclusions

In addition to the Exclusions to the Contract Works Section, **we** will not pay:

- 2.2.1 amounts that exceed the scale of fees authorised by the relevant professional bodies;
- 2.2.2 fees for preparing a **claim** under this section;
- 2.2.3 any amount that exceeds the **limit of liability** shown on the **schedule**.

#### 3 Continuing plant hire charges

3.1 This Section extends to cover **your** legal obligation to pay continuing hire charges while plant hired-in is out of commission following:

- 3.1.1 **damage** to the plant hired-in but only if:
  - a) **you** have made a claim under this Section for the **damage**; and
  - b) **we** have accepted the **claim**, or would have but for the amount of the **excess**;
- 3.1.2 **breakdown** of the plant hired-in because of **your** neglect or misuse.

3.2 Exclusions

In addition to the Exclusions to the Contract Works Section **we** will not pay:

- 3.2.1 hire charges for the first two (2) full working days the plant is out of use, or the amount of the **excess** shown in the **schedule** whichever is the greater;

- 3.2.2 continuing hire charges exceeding a period of ninety (90) days (after the expiry of the first two (2) working days);
- 3.2.3 continuing hire charges for tower cranes;
- 3.2.4 any amount exceeding the sum of **limit of liability** stated in the **schedule**.

#### 4 Debris removal

4.1 This Section extends to cover expenses which are necessary for:

- 4.1.1 removing debris;
- 4.1.2 cleaning or repairing of drains or sewers;
- 4.1.3 dismantling or demolishing;
- 4.1.4 shoring up, propping or fencing;

of any portion of the **property insured** which has suffered **damage**.

4.2 Exclusions

In addition to the Exclusions to the Contract Works Section **we** will not pay any cost or expense:

- 4.2.1 incurred in removing debris except from the site of the **property insured** which has suffered **damage** insured by this Section and the area immediately adjacent;
- 4.2.2 arising from pollution or contamination of property not insured by this Section;
- 4.2.3 exceeding the **limit of liability** applying to the category of **property insured** relating to the property **damage**.

#### 5 Escalation in contract price

The **limit of liability** for the relevant **contract works** is automatically increased by the amount of a price increase of a **contract** during the **period of insurance** but the amount of the increase will be limited to twenty-five (25) per cent of the **limit of liability**.

#### 6 Free issue materials

- 6.1 The **contract works** include all free issue materials for which **you** are responsible, supplied by or on behalf of **your principal** named in **your contract**.
- 6.2 However, for this extension to apply, the value of the materials must be included within the **limit of liability** of the **contract works** and also the figures **you** supply for the adjustment of premium condition.

### 7 Heart break payment

In the event of a total loss to the **property insured** by this Section, within an anticipated four weeks of completion of the works **we** will pay to **you** a sum of GBP250.

### 8 Immobilised plant

If constructional plant or equipment becomes unintentionally immobilised on the **contract** site, then **we** will pay the costs necessarily incurred in its recovery or withdrawal but **we** will not pay costs if the recovery or withdrawal is necessary solely because of electrical or mechanical breakdown, failure or derangement but this shall not exclude breakdown due to negligence by **you** or **your employee**.

### 9 Increased cost of working

9.1 **We** extend this insurance to include increased cost in working by way of overtime and special deliveries necessarily and reasonably incurred to

9.1.1 minimise or prevent further **damage**, or

9.1.2 to reinstate **damage**,

so as to avoid penalty providing **we**

9.1.3 have accepted a claim under this Section - Contract Works or would but for the application of the **excess**; and

9.1.4 shall not be liable to pay any amount in excess of fifty (50) per cent of the **claim** for the **damage** before deducting the **excess**.

9.2 Exclusion – Consequential loss shall not apply to the cover by this Standard Clause.

### 10 Local authority reinstatement requirements

10.1 This Section extends to cover the additional costs of **reinstatement**:

10.1.1 of **damaged** buildings,

10.1.2 in respect of undamaged portions of **damaged** buildings

incurred solely to comply with building or other regulations as required by legislation or EU Directive(s) or bye-laws of any municipal or local authority provided that the work of **reinstatement** commences within twelve (12) months of the **damage** and is finished within a reasonable time.

10.2 Where **reinstatement** is required by legislation, directive(s) or bye-laws in whole or in part on another site, the insurance by this Standard Clause will cover the cost of reinstatement up to an amount not exceeding the cost that would have been incurred had **reinstatement** been carried out on the site where **damage** occurred.

10.3 Exclusions

In addition to the Exclusions to this Contract Works Section **we** will not pay:

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- 10.3.1 any cost or expense incurred in respect of **damage** not insured by this Section;
- 10.3.2 additional costs incurred solely to comply with building or other regulations if relevant notice had been served upon **you** before the **damage** occurred;
- 10.3.3 any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the property owner under the legislation, directive(s) or bye-laws;
- 10.3.4 any amount that exceeds the **limit of liability** shown on the **schedule**.

### 11 Location of source of the escape of water

- 11.1 **We** will pay the costs necessarily and reasonably incurred with **our** prior written and continuing consent:
  - 11.1.1 in locating the source of any escape of water from any fixed water services that has caused **damage** to **property insured** by this section;
  - 11.1.2 in completing repairs to the parts of a building **insured** by this section and damaged as a direct result of the location work.
- 11.2 Exclusions

In addition to the Exclusions to the Contract Works Section **we** will not pay:

- 11.2.1 the cost of repairs to any fixed water services;
- 11.2.2 any amount in excess of the **limit of liability** shown in the **schedule** during any one **period of insurance**;
- 11.2.3 the excess shown in the **schedule**.

### 12 Negligent breakdown for hired-in plant

This Section extends to cover **damage** to **hired-in plant and equipment** for which **you** are responsible under **your** plant hire conditions arising from any breakdown of the **hired-in plant and equipment** due to negligence by **you** or **your employee**.

### 13 Plans, drawings, specifications and documents

This Section extends to cover **damage** to plans, drawings, specifications and documents within the territorial limits shown in the **schedule** (except on the site of a contract not insured by this Section) but any claim is limited to:

- 13.1 the value of the materials as stationery and the cost of clerical labour involved in their reproduction and not the value to **you** of the information they contain; and
- 13.2 The **sub-limit** stated in the **schedule**.

## **14 Reinstatement of the limit of liability**

- 14.1 The **limit of liability** is reduced by the value of the **claim** each time a **claim** is made. **We** will reinstate the **limit of liability**, but **you** must:
- 14.1.1 agree to pay any reasonable additional premium; and
  - 14.1.2 take immediate steps to carry out any changes to the protection of the **property insured** that **we** require.
- 14.2 **Our** agreement to reinstate the **limit of liability** may be cancelled by **you** or **us** on written notice.

## **15 Replacement of locks for constructional plant**

- 15.1 This Section extends to cover the reasonable cost of replacing the locks of constructional plant following the loss of keys:
- 15.1.1 from a locked cabinet or locked safe at **your** premises, **your** home or the home of **your** authorised **employee**;
  - 15.1.2 by theft following a hold-up while the keys are in **your** personal custody or that of **your** authorised **employee**.
- 15.2 **Our** maximum payment will not exceed GBP500 for any one claim.

## **16 Waiver of recovery rights under the JCT Standard Form of Building Contract**

- 16.1 If **you** are awarded a **contract** under the JCT Standard Form of Building Contract incorporating the 1986 Amendments to Insurance and Related Liability Provisions or their equivalent conditions, or superseding JCT contracts, then **we** agree that if **damage** occurs to the **contract works** by any of the specified perils defined in the **contract**, then as far as required by the **contract**, **we** will not pursue any rights of recovery **we** may acquire against sub-contractors.
- 16.2 But, for this extension to apply, the sub-contractor must abide by the terms, conditions and restrictions of this Section and **policy**.

## Exclusions

### 1 Change in water table level

**We** will not pay for damage caused by changes in the water table level. However, **we** will pay for subsequent **damage** from any cause which is not otherwise excluded.

### 2 Communicable disease

Regardless of any provision to the contrary, the **policy** excludes any amount for which the **insurer** would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a **communicable disease**;
- b) the fear or threat (whether actual or perceived) of a **communicable disease**;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a **communicable disease**; or
- d) the **insured's** actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a **public authority** in response to a **communicable disease**.

### 3 Completion or occupancy of the contract works

**We** will not pay for **damage** to the **contract works**:

- 3.1 for which a certificate of completion has been issued,
- 3.2 which occurs after completion and handover to **your principal**,
- 3.3 which occurs while the **contract works** are being used or occupied by **your principal**  
but this restriction shall not exclude **damage** to the **contract works** which is not otherwise excluded that:
  - 3.4 which occurs during the **period of maintenance** but was caused before the start of the **period of maintenance**
  - 3.5 **you** caused in the course of fulfilling **your** obligations under **your contract** conditions during the **period of maintenance**
  - 3.6 occurs within 14 days after the issue of a certificate of completion but only to the extent that **you** may be responsible under the **contract** conditions.

### 4 Consequential loss

**We** will not pay for :

- 4.1 liquidated damages, fines or penalties for delay or detention in connection with any guarantees of performance or efficiency; or
- 4.2 any other consequential loss;



except as specifically provided under any Standard Clause or **schedule** clause to this Section.

### 5 Deliberate acts

**We** will not pay for **damage** arising from or caused by **your** deliberate act or deliberate neglect.

### 6 Design and workmanship

**We** will not pay for the costs of replacing, repairing or rectifying **damage** arising from or caused by defective or faulty:

- 6.1 designs, plans or specifications,
- 6.2 workmanship,
- 6.3 materials or other property.

but this restriction will not apply to **damage** which occurs as a direct result to the rest of the **property insured** which is free of the defective condition.

### 7 Disappearance of property

**We** will not pay for **damage** that is revealed only during stocktaking or when an inventory is made unless **damage** can be traced to a specific event that has been notified under the terms of Claims Conditions - Claim notification and Claims procedure.

### 8 Excess

**We** will not pay the excess stated in the **schedule**.

### 9 Excluded property

**We** will not pay for **damage** to:

- 9.1 aircraft, hovercraft or watercraft (except hand-propelled watercraft);
- 9.2 buildings, other structures, their contents or other property existing at the start of **your contract** but this will not apply to property covered under Standard Clause - Free issue materials;
- 9.3 plant, machinery, tools or equipment due to its own explosion, electrical or mechanical breakdown or failure or derangement including but not limited to overrunning, overheating or short circuiting;
- 9.4 any mechanically propelled motor vehicle, or its attached trailer which is:
  - 9.4.1 licensed for road use or for which insurance or security is required under Road Traffic law;
  - 9.4.2 more specifically insured under any other policy of insurance;
- 9.5 **money**;

9.6 deeds, manuscripts or documents of any kind:

9.6.1 property for which the **insured** are relieved of responsibility by the conditions of the **contract**;

9.6.2 to property more specifically insured under any other policy of insurance or under the Property All Risks section to this **policy**.

### 10 Normal upkeep

**We** will not pay for the costs relating to normal upkeep and normal making good.

### 11 Pollution or contamination damage

**We** will not pay for pollution or contamination except damage to **property insured** caused by:

11.1 pollution or contamination which itself results from a defined peril;

11.2 a defined peril which itself results from pollution or contamination;

and for the purpose of this exclusion, defined peril means fire, lightning, explosion, earthquake, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, windstorm, **flood**, escape of water or oil from any tank or pipe sprinkler leakage, theft or impact by any vehicle or animal provided that such defined perils are not excluded from this Section.

### 12 Unattended property

**We** will not pay for **damage** caused by theft or any attempted theft to the following unattended property:

12.1 non-ferrous metals unless within a locked building, or a locked container, or locked portacabin or similar;

12.2 construction plant unless locked at all points of access and immobilised or sited within a locked building or **locked compound**, and all keys are removed;

12.3 other property while on the **contract** site after work has ceased for the day unless within a locked building or **locked compound**.

12.4 other property within a motor vehicle unless the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation;

12.5 **personal effects** and tools away from the **contract** site:

12.5.1 involving **damage** caused by theft or attempted theft from an open-top or soft-top motor vehicle;

12.5.2 involving **damage** caused by theft or attempted theft from a hard-top motor vehicle

12.5.2.1 during **business hours** unless

- a) the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation;
- b) all keys have been removed;

12.5.2.2 outside **business hours** unless

- a) the motor vehicle is locked at all points of access and any immobiliser or alarm has been put into operation;
- b) all keys have been removed;
- c) the motor vehicle is parked in a securely **locked compound**, locked building or locked garage;

12.6 recoverable under any other insurance or in any other way

12.7 for any amount exceeding the **limit of liability** stated in the **schedule**.

### 13 War and Terrorism

**Damage** resulting from or contributed to, by or in connection with, in whatever form, directly or indirectly, any act of **war or terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss, nor will **we** have any liability for loss, **damage**, costs and expenses directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action controlling, preventing, suppressing, retaliating against or responding to any act of **war or terrorism**.

This exclusion does not apply to cover granted under any expression Section – Terrorism if such Section is render 'operative' and the appropriate Section premium has been paid.

### 14 Wear and tear etc.

**We** will not pay for damage arising from or caused by:

- 14.1 wear and tear, wet or dry rot, mildew, dryness or dampness, rust, corrosion, insect, vermin, erosion, depreciation, gradual deterioration or obsolescence;
- 14.2 scratching or chipping of surfaces,
- 14.3 hardening or setting of materials due to delay in their use or application unless the delay unavoidably results from **damage** otherwise insured by this Section;
- 14.4 materials not being stored in accordance with conditions recommended by the manufacturer.

## Fidelity Guarantee Section

### Definitions

#### 1 Theft

For the purpose of this Fidelity Guarantee Section only, theft shall mean and be deemed to include any act of fraud or dishonesty by any **employee** committed with the clear intent of obtaining an improper financial gain for themselves or for any other person or organisation intended by the **employee** to receive such gain other than salaries, fees, commission or other **employee** benefit earned in the course of employment.

## **Fidelity Guarantee Cover**

**We** will indemnify **you** for:

### **1 Loss of money or goods**

loss of **money** or goods belonging to **you** or for which **you** are legally responsible caused by an act of theft committed during the **period of insurance** by an **employee** normally resident within the **United Kingdom** and discovered not later than three (3) months after the termination of:

- 1.1 this insurance;
- 1.2 the insurance in respect of an **employee** specified by name or position;
- 1.3 the employment of any **employee**;

whichever occurs first.

### **2 Auditors fees**

auditors fees incurred with **our** prior written and continuing consent solely to substantiate the amount of the claim.

### **3 Costs of rectifying systems**

the reasonable cost of re-writing or amending the software programmes or systems where such re-writing or amending is necessary to correct the programmes or amend the security codes following the fraudulent use of computer hardware or software programmes or computer systems the subject of a claim for which liability is admitted under this Section.

## **Fidelity Guarantee exclusions and limitations**

### **1 Limit of liability**

*Our* liability under this Section will not exceed:

- 1.1 in respect of the acts of any one **employee** the **limit of liability** specified in the **schedule** regardless of the period in which the acts were committed;
- 1.2 in respect of any one loss or series of losses arising from one source or original cause the **limit of liability** specified in the **schedule**;
- 1.3 the aggregate **limit of liability** specified in the **schedule** for any one **period of insurance**.

### **2 Exclusions**

The insurance by this Section excludes and does not cover:

- 2.1 more than one claim in respect of any one **employee**;
- 2.2 loss of interest or consequential loss of any kind;
- 2.3 the **excess** shown in the **schedule** in respect of each and every claim.

## **Other terms to Fidelity Guarantee Section**

### **1 Discovery**

Immediately following the discovery by **you** of any act of **theft** by an **employee** all indemnity for further acts of **theft** by that **employee** shall cease.

### **2 Employee monies**

Any money of the **employee** in **your** hands upon discovery of any loss and any money which but for the **employee's theft** would have been due to the **employee** from **you** shall be deducted from the amount of the loss before a claim is made under this insurance.

### **3 Recoveries**

Any further **monies** which are recovered less any costs incurred in recovery shall accrue:

- 3.1 in the event that **your** claim has exceeded the **limit of liability** firstly to **your** benefit to reduce or extinguish the amount of **your** loss (but not the **excess**); then
- 3.2 to **our** benefit to the extent of the claim paid or payable, and finally;
- 3.3 to **your** benefit where the **excess** has been deducted from the claim.

## Conditions Precedent to Fidelity Guarantee Section

### Minimum Standards

**You** shall operate or bring into force the minimum standards listed below and shall not make any change to these unless **we** are advised and written approval is obtained. Compliance with the minimum standards listed below shall be a condition precedent to any liability on **us** and if not observed by **you** and **your employees you** forfeit all rights to indemnity under this Section.

#### 1 Auditors

- 1.1 **Your** accounts including the accounts of all of **your** subsidiary companies shall be examined by external auditors every twelve (12) months.
- 1.2 All recommendations or alternative action acceptable to the auditors shall be implemented without delay.

#### 2 Cash and petty cash

Cash in hand and petty cash must be checked independently of **employees** responsible at least monthly and without warning every six (6) months.

#### 3 Cash receipts

**Employees** receiving cash and cheques in the course of their duties shall be required to remit all monies received and/or bank in full on the day of receipt or next banking day unless otherwise agreed by **us**.

#### 4 Cheque signing

All cheques or other bank instruments drawn for more than GBP10,000 shall require two (2) manually applied signatures to be added after the amount has been inserted. **You** shall advise **your** bankers accordingly.

#### 5 Computer security

- 5.1 Security checks will be built into all computer functions with reconciliations made as necessary.
- 5.2 Responsibilities for authorisation of transactions, processing of transactions and handling of output to be exercised by different **employees**.

#### 6 Ordering goods

Different **employees** acting independently shall be responsible for the ordering of stock and materials, the recording of receipt of such, and the authorisation of payment for them.

## **7 Payroll**

- 7.1 The cast of the payroll will be subject to an independent check before payment to ensure that the total amount drawn is correct.
- 7.2 At least quarterly and independently of persons responsible the payroll will be checked to minimise the possibility that fictitious names and enhanced payments have been included.

## **8 Reconciliation**

Independently of **employees** responsible, bank statements, receipts, counterfoils and supporting documents shall be checked at least monthly against the cash book entries and the balance tested with cash and unpresented cheques.

## **9 References**

- 9.1 **You** shall obtain satisfactory references to confirm the honesty of each **employee** who will be responsible for **money**, goods, accounts, computer operations, or computer programming engaged after commencement of this **policy**.
- 9.2 Such references shall be obtained directly from former employers for the three (3) years immediately preceding engagement and before the **employee** is entrusted without supervision.
- 9.3 References need not be obtained in respect of **employees** who have satisfactorily and continuously served **you** for at least one (1) year in another capacity before being entrusted with responsibility for money, goods, accounts, computer operation, or computer programming
- 9.4 In respect of **employees** joining directly from school or government sponsored youth training schemes one (1) character reference shall be obtained.
- 9.5 A written record of any verbal reference shall be made at the time it is obtained.
- 9.6 The original copy of each written reference and the record of any verbal reference shall be obtained by **you** and made available for inspection by **us** on request.

## **10 Statements of account**

- 10.1 Statements of account for all amounts due will be issued at least monthly and direct to customers independently of **employees** receiving or collecting monies.
- 10.2 Action shall be taken by management if an account becomes three (3) months overdue.

## **11 Stocktaking**

There will be a physical check on all stock and materials held against verified stock records independent of **employees** responsible at intervals of not more than twelve (12) months.



### Terrorism Section

#### Definitions

##### 1 Occurrence

In respect of insured section Terrorism, occurrence means a single loss or series of losses arising out of and directly occasioned by a single event or a single original cause. However, the duration and extent of any single occurrence shall be limited to all individual losses arising in respect of a continuous period of seventy two (72) hours of which the proximate cause is the same **act of terrorism**.

**You** may choose the date and time when any such period of seventy two (72) hours shall commence provided that no two periods overlap and no period commences earlier than the date and time of the happening of the first recorded individual loss to you as a result of the **act of terrorism**.

Should any such seventy two (72) consecutive hour period extend beyond the expiry or cancellation date, **we** shall be liable as if such period had fallen entirely within the **period of insurance** of the **policy**.

##### 2 Specified Losses

Specified losses means:

- 2.1. the cost of reinstatement, replacement or repair in respect of damage to or destruction of **property insured** by **you**; or
- 2.2. the amount of business interruption loss suffered directly by **you** by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** as a direct result of denial, prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to other property within one mile of the **property insured** by **you** to which access is affected.

### Cover

#### 1 Terrorism loss cover

**We** will indemnify **you** in accordance with the terms of this Section for **damage** to the **property insured** under the insured sections Property All Risks, Business Interruption All Risks and Contract Works where shown as insured in the **schedule** caused by an **act of terrorism** provided that the **act or terrorism**:

- 1.1 occurs in Great Britain (meaning England, Wales and Scotland, but not the territorial seas adjacent thereto, as defined by the Territorial Sea Act 1987, nor Northern Ireland nor the Isle of Man nor the Channel Islands) during the **period of insurance**; and
- 1.2 it is occasioned by or happening through or in consequence of any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence; and
- 1.3 is certified by HM Treasury or a competent tribunal from time to time as an act of terrorism;

provided that in any action, suit or other proceedings where **we** allege that any damage or costs and expenses are not covered by this **policy**, the burden of proving the contrary will be upon **you**. However, the burden of proving that an **act of terrorism** is proximately caused by an organisation controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state will be on **us**.

### Standard Clauses

- 1 **Our** liability under this Section in any one (1) **period of insurance** shall not exceed the **sum insured** stated in the **schedule** for the applicable Section shown as insured in the **schedule** in respect of all losses arising out of any one (1) **occurrence** and in the aggregate.
- 2 Where the **period of insurance** shown in the **schedule** is for a period greater than twelve (12) months, the cover provided by this Section shall only apply for a period of twelve (12) months and shall be subject to renewal at each annual anniversary.

### 3 Restricted terms

The insurance by this Section is subject otherwise to all the terms and conditions of this **policy** except that any:

- a) long term undertaking;
  - b) terms which provide for adjustments of premium based upon declarations on expiry or during the **period of insurance**;
  - c) coverage in respect of **premises** to locations outside England and Wales and Scotland;
- will not apply to losses covered under this Section.

### Exclusions

The following are excluded from the insurance under this Section:

#### 1 Virus or similar mechanism, hacking, phishing or denial of service

Any losses whatsoever directly or indirectly caused by, contributed to by, or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack** which caused:

- a) damage to or the destruction of any **computer system**;
- b) alteration, modification, distortion, erasure, corruption of **data**; or
- c) loss of any **money**, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever;

whether **your** property or not.

This exclusion shall not apply to:

- a) losses which are not proximately caused by an act of terrorism in relation to which the relevant organisation or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state; and
- b) cost or business interruption losses resulting directly from damage to or destruction of **property insured** if any alteration, modification, distortion, erasure or corruption of **data** causes, directly or indirectly, any of the **specified perils** which then indirectly result in **specified losses**.

Electronic risks exclusion or any other electronic, digital or cyber liability exclusion in this **policy** shall not apply to the extent of loss or liability covered by the Terrorism Section.

#### 2 Mixed residential and commercial usage

Any land or building which is wholly or partially occupied as a private residence, unless:

- a) insured under the same contract of direct insurance as the remainder of the building which is not a private residence and the commercial element of the building occupies more than twenty percent (20%) of the building; or
- b) not insured in the name of an individual.

For the purpose of this exclusion, a trustee, beneficiary, executor of a will or sole trader is not deemed to be an individual unless they occupy the premises or any part thereof as their own private residence.

#### 3 Nuclear installation or nuclear reactor

Any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**.

### 4 War

Any losses whatsoever occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

## **Personal Accident Section**

### **Definitions**

#### **1 Accident**

Accident will mean a single, sudden and unexpected event, which occurs at an identifiable time and place.

#### **2 Accumulation limit**

Accumulation limit means the maximum amount of **benefits** payable irrespective of the number of **insured's** and/or **insured persons** claiming where a single event, or series of events in a twenty (20) kilometres radius originating from the same proximate cause, occurs and where:

2.1 within twenty-four (24) consecutive hours of the event; or

2.2 within twenty-four (24) consecutive hours of the first event in the series of events causes death or bodily injury to more than one (1) **insured person**.

#### **3 Beneficiary**

Beneficiary means the insured person or their legal representative who will be entitled to payment of **benefits** covered under this Section.

#### **4 Benefits**

Benefits means the sums stated in the schedule of compensation being **our** maximum liability for each item under the schedule of compensation.

#### **5 Biological**

Biological means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

#### **6 Chemical**

Chemical means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

#### **7 Criminal act**

Criminal act means committing a burglary armed with a weapon; threat or perception of unlawful force; assault or battery; causing actual bodily harm; application of unlawful force; demand with menaces; entry to building as trespasser with intent to commit theft, grievous bodily harm, rape or criminal damage; entry to a building as trespasser and attempting to steal; unlawfully destroying / damaging another's property and/or endangering life; causing death by careless driving while unfit through drink or drugs; causing death by dangerous driving; deception; receiving / handling /

disposing of stolen goods for the benefit of another; murder, manslaughter or causing recklessly the death of a human being; making off without payment for goods or services; inflicting grievous bodily harm or wounding; dishonestly appropriating property belong to another.

### 8 Disablement

Disablement means **permanent total disablement, paraplegia, quadriplegia, total loss of sight, total loss of speech, total loss of hearing, total loss of one foot and total loss of one hand.**

### 9 Healthcare practitioner

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not an **insured person**, a member of the **insured person's** family or **your employee**.

### 10 Paraplegia

Paraplegia means the permanent and total paralysis of the two lower limbs, bladder and rectum.

### 11 Policy operative time

**Policy operative time** shall mean whilst the **insured person** is undertaking the usual occupational duties on **your** behalf.

### 12 Pre-existing condition

Pre-existing condition will mean illness, malady, disease, physical impairment, defect, degenerative process or infirmity of the **insured person** existing prior to the **policy** inception date. For the purpose of this definition an illness, malady, disease, physical impairment, defect, degenerative process or infirmity exists prior to the **policy** inception date if it has been diagnosed by a **health care practitioner** prior to the **policy** inception date, or in the event that it has not been so diagnosed then in the opinion of a **health care practitioner** the **insured person** could reasonably have been expected to be aware of its existence on the **policy** inception date.

### 13 Quadriplegia

Quadriplegia means permanent and total loss of and/or total and irrecoverable loss of use of the four limbs of the body which lasts twelve (12) calendar months and at the expiry of that period being beyond hope of improvement.

### 14 Territorial limits

Territorial limits means world-wide excluding **North America**.

### **15 Total loss of hearing**

Total loss of hearing shall mean ***bodily injury*** causing permanent and total loss of hearing which lasts twelve (12) calendar months from the date of accident or loss of hearing and at the expiry of that period being beyond hope of improvement.

### **16 Total loss of one foot**

Total loss of one foot shall mean ***bodily injury*** causing loss by physical severance at or above the ankle or permanent and total loss of use of an entire foot.

### **17 Total loss of one hand**

Total loss of one hand shall mean ***bodily injury*** causing loss by physical severance of the entire four fingers through or above the meta-carpo phalangeal joints or permanent total loss of use of an entire hand.

### **18 Total loss of sight**

Total loss of sight shall mean ***bodily injury*** causing either:

- 18.1 permanent and total loss of sight in both eyes where an ***insured person's*** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- 18.2 permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet that an ***insured person*** should see at sixty (60) feet, which lasts twelve (12) calendar months from the date of accident or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

### **19 Total loss of speech**

Total loss of speech shall mean ***bodily injury*** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of ***accident*** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.



## Personal Accident Section

### Cover

#### 1 Cover clause

We agree to pay the **beneficiary** the **benefits** listed in the schedule of compensation in the **schedule** in the event the **insured person**:

- 1.1 dies within twelve (12) months as a result of **bodily injury**;
  - 1.2 sustains **disablement** within twelve (12) months as a result of **bodily injury**;
- provided that the **accident** giving rise to the **bodily injury** occurs:
- 1.3 during the **period of insurance**; and
  - 1.4 during the **policy operative time**; and
  - 1.5 within the **territorial limits**.

#### 2 Important note

Please read Other personal accident terms and conditions that set out additional restrictions on the payment of **benefits**.

## **Personal accident limitations and exclusions**

This Section excludes and does not cover:

### **1 Accumulated injury**

death or **disablement** directly or indirectly resulting from or consequent upon injury arising due to the accumulation of a series of **accidents** and/or traumas;

### **2 Accumulation limit**

any payment in excess of the **accumulation limit** specified in the **schedule**;

### **3 Air travel**

death or **disablement** directly or indirectly resulting from or consequent upon the **insured person** engaging in air travel, except as a fare paying passenger in a commercially licensed aircraft;

### **4 Alcohol and drugs**

death or **disablement**, directly or indirectly resulting from or consequent upon the **insured person**:

- 4.1 being over the legal limit for alcohol, as defined by the motor vehicle laws of the state in which this **policy** was delivered or issued for delivery;
- 4.2 being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for the **insured person** by a **healthcare practitioner**;
- 4.3 using performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, regardless of whether or not prescribed by a **healthcare practitioner**.

### **5 Arthritis**

death or **disablement** directly or indirectly resulting from or consequent upon osteoarthritis, arthritis or any other degenerative process of the joints, bones, muscles, tendons or ligaments;

### **6 Children**

death or **disablement** to any child being a **person** under the age of sixteen (16).

### **7 Deliberate exposure**

death or **disablement**, directly or indirectly resulting from or consequent upon deliberate or reckless exposure to danger (except in an attempt to save human life), or the **insured person's** own **criminal act**.

### 8 Epilepsy and emotional disorders

death or **disablement** directly or indirectly resulting from or consequent upon stress (work related or otherwise), neuroses, psychoneuroses, psychopathies, psychoses, post traumatic stress disorder or mental or emotional diseases or disorders of any type, or epilepsy.

### 9 Excluded activities

death or **disablement** directly or indirectly resulting from or consequent upon the **insured person** engaging in or taking part in:

- 9.1 naval, military or air force service or operations, winter sports (other than on piste skiing, on piste snowboarding, skating and curling), skin diving involving the aid of breathing apparatus, snorkelling, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, parachuting, hunting on horseback, or driving or riding in any kind of race, driving or riding on motor cycles or motor scooters other than mopeds, hang-gliding, paragliding and parasailing;
- 9.2 any other activity, specifically excluded by endorsement attached to or incorporated in the **schedule** to this insurance;

### 10 Natural causes

death or **disablement** directly or indirectly resulting from or consequent upon, or attributable to sickness or natural causes, including any venereal disease and Hepatitis B, Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or their sequelae howsoever the aforementioned conditions have been acquired or may be named.

### 11 Nuclear risks

death or disablement directly or indirectly resulting from or consequent upon **nuclear hazards**.

### 12 Pre-existing condition

death or **disablement** directly or indirectly resulting from or consequent upon any **pre-existing condition** not declared to and accepted in writing by **us**, or any **bodily injury** contributed to or aggravated by any specifically excluded or **pre-existing condition**, and any condition or body part specifically excluded by endorsement attached to or incorporated in the **schedule** to this insurance.

### 13 Repetitive strain

death or **disablement** directly or indirectly resulting from or consequent upon repetitive strain injury or syndrome or any other gradually operating cause.

### 14 Suicide and self-inflicted injury

death or **disablement** directly or indirectly resulting from or consequent upon suicide or attempted suicide, intentional self-inflicted **bodily injury** including self-inflicted **bodily injury** arising from mental illness or intentional **bodily injury** of the **insured person** by the **insured**.

### 15 War and terrorism

death or **disablement** directly or indirectly resulting from or consequent upon **war** and/or **terrorism**.

## Other personal accident terms and conditions

### 1 Change of circumstances

#### 1.1 Change of material facts

At inception of this insurance certain material information was disclosed. Notwithstanding Material changes during the **policy** period clause, It is a condition of this Section that there shall be no material change in, or addition to, that information, either before or during the **period of insurance**, except that if **you** or **your** agent informs **us** immediately of any such material change or addition **we** may agree to continue the **policy** on such terms and conditions as it may determine.

#### 1.2 Change of occupation

If the **insured person** will engage in any occupation or activity in which greater risk may be incurred than in the occupation declared in the **schedule** without first notifying **us** and obtaining **our** written agreement to the amendment of the **policy** (subject to the payment of such reasonable additional premiums as **we** may require as the consideration for such agreement), then no claim will be payable in respect of any **accident** arising out of or in the course of such occupation or activity.

### 2 Claim discharge

The **beneficiary's** receipt will discharge the **Insurer**.

### 3 Compromised settlements

If **you** compromise any claim under this insurance with **us**, where more than one (1) party has an interest in the **insured person** the benefit will represent the total amount payable in respect of that person for all interests covered by this Section.

### 4 Conditions on payment

Payment may be made under this Section only after the **beneficiary** has submitted, through the intermediary as stated in the **schedule**, the completed claim form, a general medical release signed by the **insured person**, any other materials that **we** request, and only after **we** have completed an investigation of such incident or claim and agreed that the claim is covered under the terms and conditions of this **policy**.

### 5 Medical examination

After initial notice or submission of an incident or claim, any medical examiner appointed by **us** will be allowed, so often as may be deemed necessary to conduct an examination of the **insured person**; and in the event of **accidental** death of the **insured person** to conduct an autopsy if legally permitted.

### 6 Prior physical disability or condition

If the consequences of a **bodily injury** are judged by any medical examiner appointed by **us** to be aggravated by any physical disability or condition of the **insured person** which existed before the bodily injury occurred, the amount of any benefit payable under this **policy** in respect of the consequences of the **bodily injury** will be reduced by the amount which it is reasonably considered would be attributable to the effect of the prior physical disability or condition of the **insured person** in the course of the claim.

### 7 Refund by beneficiary

Prior to any claim payment under the **permanent total disablement** section of the schedule of compensation the beneficiary will sign an undertaking that in the event the **insured person** subsequently recovers sufficiently to resume his occupation, then the **beneficiary** will immediately refund any **permanent total disablement** benefits paid to them under this insurance.

### 8 Schedule of compensation restrictions

8.1 Claiming under more than one (1) item of **benefit**:

8.1.1 If it is possible to claim **benefit** under more than one (1) item of compensation in the schedule of compensation, then **you** may elect to claim under any one (1) item of **benefit** that offers the maximum amount of payment except always that **we** are only liable to pay **benefit** under a single item of benefit under the schedule of compensation.

8.1.2 If an **accident** involves the death of the **insured person** prior to the definite settlement of compensation for **disablement**, **we** will pay the **beneficiary** the **benefit** for death as a result of **accidental bodily injury** in the schedule of compensation. If death is not insured no benefit will be payable under this insurance.

8.2 Interest

No **benefit** payable under this insurance will carry interest.

8.3 **Benefits** exceeding the **accumulation limit**

Where the aggregate value of benefit claimed in respect of all **insured persons** suffering death or **disablement** for the one (1) event exceeds the accumulation limit, the amount claimed by each **beneficiary** will be reduced in proportion to the ratio that the **accumulation limit** bears to the total amount claimed.

9 Third party rights

The **insured person** or the **insured person's** personal representatives will have no right to claim from or sue **us** in respect of any **benefit** payable under this Section.

### Conditions precedent for personal accident

#### 1 Co-existing accident insurance

It is a condition precedent to **our** liability under this Section that **you** have no other accident insurance with respect to the **insured person** except as specifically declared to **us** at inception or agreed by **us** during the **period of insurance**.

# Exclusions to Property All Risks, Business Interruption All Risks, Contract Works and Terrorism

## Exclusions only applicable to Property All Risks, Business Interruption All Risks, Contract Works and Terrorism Sections

This *policy* does not cover:

### 1 Supersonic pressure waves

**damage** occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### 2 Nuclear damage

**damage** of or to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss of whatsoever nature directly or indirectly caused by or contributed to or by or arising from:

- 2.1 the radioactive, toxic, explosive or other hazardous properties of any **nuclear installation**, **nuclear reactor** or other nuclear assembly or nuclear component thereof;
- 2.2 ionising radiation from or contamination by radioactivity from any nuclear fuel or from nuclear waste or from the combustion of any radioactive material;
- 2.3 any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 3 E-commerce

loss of **gross profit**, or loss of **gross revenue** and/or **increased cost of working** and/or **additional increased cost of working** arising directly or indirectly, out of:

- 3.1 loss of, alteration of or **damage** to, or
- 3.2 a reduction in the functionality, availability or operation of

a computer system, hardware, program, software, **data**, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether **your** property or not, unless **damage** arises from fire, lightning, explosion of domestic boilers, aircraft, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, **storm**, **flood**, escape of water, earthquake, impact, collapse or theft by violent or forcible means.

### 4 Civil commotion

**damage** or loss or interruption or interference caused by or happening through or in consequence directly or indirectly of riot or civil commotion occurring in Northern Ireland.

# Claim Conditions

## What to do in the event of a claim

Except for the 'Employers' Liability' section, it is a condition precedent to **our** liability that **you** comply with the 'Claim notification' and 'Claim procedure' clauses below. Clause 6 'Compliance with policy terms' contained in Section – General Terms and Conditions sets out the consequences of a failure to comply with **policy** provisions.

### 1 Claim notification

It is a condition precedent to **us** providing an indemnity under the **policy** that **you** or any other party insured by **your policy** must inform Sutton Specialist Risks Ltd and subsequently give notice in writing:

- 1.1 immediately but in any event, within three (3) working days of receipt of any:
  - 1.1.1 notice of adjudication, referral notice or any adjudication notice pursuant to contract;
  - 1.1.2 notice of referral to any tribunal;
  - 1.1.3 receipt of any notice of any impending inquest, fatal accident inquiry, regulatory proceedings or procedure or other legal proceedings;
  - 1.1.4 impending prosecution, inquest or inquiry in connection with any accident or disease, which may be the subject of a claim;
- 1.2 but in respect of any **claim** arising from a dispute under the Local Democracy, Economic Development and Contracts Act 2009, it is a condition precedent to **our liability** under this clause that **you** undertake:
  - 1.2.1 to immediately notify **us** within 2 business days of receipt of any "notice of intention to adjudicate" or of the service by **you** of any "notice of intention to adjudicate" in **circumstances** which will lead to or are likely to lead to a claim against **you** being dealt with as part of the adjudication;
  - 1.2.2 to promptly supply **us** with all details relating to any reference to adjudication, including copies of all documentation made available to **you**, or subsequently by **you** to the adjudicator;
- 1.3 but in respect of any **claim** under Professional Indemnity and Directors' and Officers' of this insurance:
  - 1.3.1 as soon as reasonably practicable but in any event not later than thirty (30) days from receipt of any **claim** or any notice of an intention to make a **claim**, and for the avoidance of doubt within the **period of insurance** or within seven (7) days after the expiry of the **period of insurance**;
  - 1.3.2 as soon as reasonably practical of any **circumstance**, but in any event before expiry of the **period of insurance**;



## Claim Conditions

- 1.3.3 as soon as reasonably practicable after becoming aware that a case directly affecting **you** is being reviewed by any ombudsman;
- 1.3.4 as soon as reasonably practicable of any other loss or suspicion of loss that is or may be insured.
- 1.4 as soon as practical but in any event within thirty (30) days of the date of receipt of any claim or intimation to **you** of a possible claim against **you** or upon **your** becoming aware of any other **damage, bodily injury, personal injury**, incident, accident, **insured event**, occurrence or series of occurrences which might give rise to a claim under **your policy** or as soon as sufficient information and/or particulars about the likelihood of a claim were received by **you** so as to make it both possible and reasonably practical to give such notice within the time frame above.

and give **us** any further information and assistance **we** may require.

## 2 Claims procedure

- 2.1 Unless stated or agreed otherwise, all claims will be handled and overseen by the **insurer** but day to day handling may be managed by a third party claim management company or loss adjuster and investigations of claims and conduct of litigation will be conducted by a **panel firm**. For each and every claim, the **insured** and any person acting on behalf of the **insured** must:
  - 2.1.1 take all practical steps to minimise **damage**, prevent further **bodily injury** or **personal injury** or **damage** and recover property damaged;
  - 2.1.2 inform the police immediately of any malicious damage, theft or loss of money or other property;
  - 2.1.3 send **us** a claim in writing giving full details as soon as practical but in any event within thirty (30) days after any other accident, event or the coming into possession of actual knowledge of **personal injury** or **damage**, with full particulars thereof;
  - 2.1.4 give **us** any help **we** require;
  - 2.1.5 send **us** any documents that will enable **us** to settle, investigate or resist any claim as **we** think fit;
  - 2.1.6 not incur any expense, legal costs, **defence costs** (civil or criminal) or admit responsibility or promise any payment without **our** prior written and continuing consent in the investigation, preparing a response to and defending any claim;
  - 2.1.7 not respond to any letter, writ or summons or other document sent to **you** in connection with any accident, incident or occurrence that may relate to any claim under **your policy** or which may give rise to a claim under any Section of **your policy**. **You** must immediately send them to Sutton Specialist Risks Ltd unanswered by return of post, or to **us** or **our** legal representatives as may otherwise be advised by **us**;
  - 2.1.8 permit **us** to take any action **we** require in order to enforce any rights or remedies; or to obtain any relief or recovery to which **we** may become entitled, whether this action is taken before or after **we** pay any claim under **your policy**.

## Claim Conditions

- 2.2 But for any claim under Section – Directors’ and Officers’ Liability, the following additional duties and conditions shall apply:
- 2.2.1 the **insured persons** may appoint lawyers to represent them in defending any **claim** subject to **our** prior written and continuing consent. Where the same or a similar **claim** is made against more than one **insured person** or against the **company** and any **insured person**, the same lawyers shall be appointed to defend all of them unless there is a conflict of interest between them;
- 2.2.2 **we** shall not require the **insured persons** to contest any **claim** unless the legal opinion of an **independent lawyer**, to be paid for by **us**, advises that such **claim** should be contested having given full consideration as to:
- the financial implications, damages and costs likely to be recovered by the claimant;
  - the likely **defence costs**;
  - the prospects of the **insured persons** successfully defending the **claim**; and
  - in respect of a criminal or regulatory **claim**, the reputation of the **insured person**.
- 2.3 If a **claim** is made against a party entitled to cover under Section – Directors and Officers’ Liability in respect of loss covered by this Section together with other loss that is not covered by this **policy** or a **claim** is made against both a party entitled to cover and a party who is not so entitled, the following sub-paragraphs will apply:
- 2.3.1 **we** shall pay only such amount as is just and equitable having regard to the relative legal and financial exposures of the loss covered by this Section compared to the other loss which is not covered by this Section and of the party entitled to cover compared with the party not so entitled;
- 2.3.2 the **insured persons**, or where applicable, the **company** and **us**, shall use their best efforts to agree this amount; and
- 2.3.3 in default of an agreement, this amount shall be determined by an **independent lawyer** in accordance with the principles set out above.
- 2.4 But for any claim under Section – Legal Expenses:
- 2.4.1 to make a claim under **your policy**, please telephone **DAS** on 0117 927 1867.
- 2.4.2 **we** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this **policy**, **we** will provide **you** with a claim reference number. At this point **we** will not be able to confirm that **you** are covered but **we** will pass the information that **you** have given **us** to **our** claims handling teams and explain what to do next.
- 2.4.3 if **you** would prefer to report **your** claim in writing please send it to:
- The Claims Department, DAS Legal Expenses Company Limited,  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
- 2.4.4 Alternatively **you** can e-mail **your** claim to **us** at [newclaims@das.co.uk](mailto:newclaims@das.co.uk)

## Claim Conditions

- 2.4.5 Claims are usually handled by a representative appointed by **us**, but sometimes **we** deal with them ourselves.
- 2.4.6 Please do not ask for help from a solicitor or accountant before **we** have agreed. If **you** do, **we** will not pay the costs involved.
- 2.5 But in respect of any **claim** arising from a dispute under the Local Democracy, Economic Development and Contracts Act 2009, the following additional duties and conditions shall apply:
- 2.5.1 to allow **us** to appoint advisers and to have conduct of the adjudication as they deem appropriate and to co-operate with **us** in the conduct of the adjudication. Any appointments made by **us** shall be at **our** expense but subject always to the application of the uninsured excess;
- 2.5.2 to meet any request, direction or timetable of the adjudicator;
- 2.5.3 to satisfy **us** that any liability incurred under an adjudicator's decision for which indemnity is being sought, is as a direct result of negligence by **you** in the conduct of **your** professional activities;
- 2.5.4 not to disclose to anyone the existence of this **policy** without **our** prior written consent;
- 2.5.5 to institute legal proceedings or arbitration in accordance with the terms of the original contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested to do so by **us** and to allow **us** to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings if appropriate. Any such steps made by **us** shall be at **our** expense, but subject always to the application of the uninsured excess;
- 2.5.6 not to agree to accept the decision of the adjudicator as finally determining the dispute without **our** prior consent in writing;
- 2.5.7 to ensure that the adjudication provisions in the contract shall:
- 2.5.7.1 provide that the adjudicator must be independent of the parties to the dispute;
- 2.5.7.2 not allow for the adjudicator's decision to finally determine the dispute;
- 2.5.7.3 not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations;
- 2.5.8 to ensure that the contract must not place any conditions upon the timing of commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

### 3 Additional interests

- 3.1 The interest of other parties in this insurance is noted and **you** undertake to declare the names of such interested parties immediately following any claim.
- 3.2 This condition only applies to Sections:

## Claim Conditions

- 3.2.1 Property All Risks
- 3.2.2 Business Interruption All Risks
- 3.2.3 Contract Works
- 3.2.4 Terrorism
- 3.2.5 Fidelity Guarantee.

## 4 Dispute Resolution

- 4.1 All matters in dispute between **you**, any other party covered by this **insurance** and **us** arising out of or in connection with the construction or formation of this **policy** will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator and the reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.
- 4.2 The parties shall continue to perform their respective continuing obligations under this **policy**, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.
- 4.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to courts subject to the law and jurisdiction set down in 'General Terms and Conditions - Law clause'.
- 4.4 The mediator must make an award before any rights of action against **us** are pursued.
- 4.5 This condition only applies to Sections:
  - 4.5.1 Professional Indemnity
  - 4.5.2 Property All Risks
  - 4.5.3 Business Interruption All Risks
  - 4.5.4 Contract Works
  - 4.5.5 Terrorism
  - 4.5.6 Fidelity Guarantee.

## 5 Contribution

- 5.1 Solely in relation to Sections - Property All Risks; Business Interruption All Risks; Contract Works;

## Claim Conditions

- 5.1.1 if at the time of any claim under these Sections there is any other insurance covering the same risk or any part of the risk **we** will not be liable for more than **our** rateable portion.
- 5.1.2 if the other insurance is subject to any condition of Average, these Sections, if not already subject to any condition of Average, will be subject to Average in the same manner.
- 5.2 In relation to all Sections other than as specified above if at the time of any claim under these Sections there is any other valid and collectible insurance available to **you** or any other party covered by this insurance, other than insurance that is specifically stated to be in excess of this **policy** and names **you** or any other party covered by this insurance for the insurance, then the insurance afforded by these Sections will be in excess of and will not contribute with such other insurance.

## 6 Our rights

- 6.1 **Claims** will be handled and administered by **us** or such parties as **we** in **our** absolute discretion may determine.
- 6.2 Notwithstanding clause 6.1 above **we** will be under no obligation to investigate any circumstance, occurrence or that which may give rise to any potential **claims** or to undertake the conduct of any proceedings in connection with such **claims** and will be at liberty in all cases to leave the conduct of such proceedings wholly to **you**, upon such conditions as regards the payment of costs and with such liberty to bind **us** by compromise as **we** may in **our** absolute discretion determine.
- 6.3 **We** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the **claim** can be settled and will relinquish the conduct and control of the claim and be under no further liability, except (where payable under the relevant **insured** section) for payment of **defence costs** incurred prior to the date of payment.
- 6.4 **We** may at any time apply to **you** for reimbursement for payments made under the Cover clause or extensions thereto but which do not exceed the **excess**.

Under all sections of this **policy**, **we** will be entitled to:

- 6.5 use **your** name in legal proceedings,
- 6.6 take over and conduct the investigation, defence or settlement of any claim in **your** name,
- 6.7 prosecute in **your** name for **our** own benefit at **our** own expense any other person,
- 6.8 instruct solicitors of **our** choice to act for **you** in any civil or criminal proceedings.
- 6.9 The following conditions only apply to Sections:
- 6.9.1 Property All Risks
- 6.9.2 Business Interruption All Risks
- 6.9.3 Contract Works
- 6.9.4 Terrorism

### 6.9.5 Fidelity Guarantee.

as a result of any **damage** for which a claim is or may be made under this **policy we** and every person authorised by **us** may, without incurring any liability and without diminishing **our** right to rely upon any conditions of the **policy**:

- a) enter, take or keep possession of the **buildings**, or **premises** where the **damage** has happened,
- b) take possession of or require to be delivered to **us** any of the items insured,
- c) keep possession of and deal with the property for all reasonable purposes and in any reasonable manner.
- d) **you** will not in any case be entitled to abandon any property to **us** whether taken possession of by **us** or not.
- e) This condition will be evidence of **your** permission and licence for **us** to do so. If **you** or anyone acting on **your** behalf does not comply with **our** requirements, hinders or obstructs **us** in carrying out any of these acts, then all benefits under this **policy** will be forfeited.

## 7 Reinstatement of property

7.1 If **we** elect or become bound to reinstate or replace any property **you** must at **your** own expense, produce and give **us** any plans, documents, books and information that **we** may require. **We** will not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and will not in any case be liable in respect of any one of the items insured for more than the **sum insured** or limit of indemnity of that item.

7.2 This condition only applies to Sections:

- 7.2.1 Property All Risks
- 7.2.2 Business Interruption All Risks
- 7.2.3 Contract Works
- 7.2.4 Terrorism
- 7.2.5 Fidelity Guarantee.

## 8 Related coverage contribution

In the event a claim can be brought under more than one Section of this **policy** by way of more than one Section providing for the same indemnity from a loss, then **you** must elect at **your** discretion which Section such indemnity is to be pursued under. Upon such election, a claim for that indemnity may not be brought under any other Section of the **policy** where such other Section would provide an indemnity for the same loss, regardless of whether **you** are successful in recovering for loss from the dual indemnity under its original election of Section which **you** choose to pursue. However, this condition shall not apply to any claim, indemnity or loss across more than one Section where **you** can demonstrate that materially different indemnities would be provided by **us** under each Section.

### 9 Subrogation (not applicable to Section – Directors’ and Officers’ Liability)

- 9.1 Except expressly provided otherwise elsewhere in the **policy**, **you** and any other person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an **occurrence**, loss or suit that may give rise to a **claim**.
- 9.2 **You** or any other party insured by the **policy** shall, at **our** request and expense undertake such acts as may be required for the purpose of enforcing any rights and remedies regardless as to whether **we** have indemnified **you**.

## General Terms and Conditions applicable to the whole policy

### 1 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** prior written and continuing consent is endorsed hereon.

### 2 Authorisation

The **insured** named in the **schedule** shall act on behalf of all **insureds** with respect to the giving and receiving of notice under this **policy**, including the giving of notice of any **claim** or loss, the payment of premiums, the receipt and acceptance of any endorsements attaching to and forming part of this **policy**.

### 3 Average

If the **buildings**, contents, plant and other **property insured** or loss of income covered by this **policy** at the commencement of any **damage** or loss are of greater value than the **sum insured**, **you** will be considered as **your** own Insurer for the difference and bear a rateable proportion of the loss accordingly.

This condition only applies to Sections:

- 3.1 Property All Risks
- 3.2 Business Interruption All Risks but not when subject to the terms of the Declaration linked clause
- 3.3 Contract Works
- 3.4 Terrorism

### 4 Basis of contract

Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.

### 5 Cancellation

**We** may at any time during the **period of insurance** cancel this **policy** by giving thirty (30) days written notice by recorded delivery to **you** at the address shown on the **schedule** but without prejudice to obligations incurred prior to the expiry of such notice. **We** will return to **you** a proportionate part of the premium paid.

No premium refund will be allowed in the event that **you** cancel this **policy**.

### 6 Compliance with policy terms

- 6.1 **You** and anyone acting on **your** behalf must each comply with every applicable provision of the **policy**.
- 6.2 To the extent this insurance provides a benefit to any other party, **you** shall arrange for each insured party to comply with every applicable provision of the **policy**.



## General Terms and Conditions

- 6.3 If **you** or anyone acting on **your** behalf breaches any provision of the **policy**, **we** may, without prejudice to any of **our** other rights, reject or reduce sums payable to the extent that **our** liability under the **policy** has been incurred or increased by reason of the breach.
- 6.4 If **we** have paid any sums to **you** or anyone acting on **your** behalf for which **we** were not liable (whether by reason of breach of any provision of the **policy** by **you** or anyone acting on **your** behalf or for any other reason) **you** shall promptly repay such sums to **us**.
- 6.5 To the extent **we** waive all or some of **our** rights in relation to any obligation on **you**, this shall not prevent **us** from relying on any provisions in the future and any delay in reliance or any partial reliance by **us** shall not prevent **us** from relying on any such provisions, in whole or in part, in the future.

**You** must observe and fulfil the terms and conditions of this **policy** as they relate to anything to be done or complied with by **you**.

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

This **policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured**; and

- 7.1 both **we** and **you** may amend or lapse **this policy** without giving notice to, or requiring the consent of, any other third party,
- 7.2 **we** may cancel this **policy** without giving notice to, or requiring the consent of, any other third party.

However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 2010.

## 8 Data privacy notice

Any personal data provided to **us** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at <https://qbeeurope.com/privacy-policy/>. Alternatively **you** may contact **our** Data Protection Officer to request a copy of the full privacy notice by email: [dpo@uk.qbe.com](mailto:dpo@uk.qbe.com) or by writing to the: Data Protection Officer, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD.

## 9 Declaration Adjustment

Where **your schedule** shows **Section subject to declaration adjustment**:

- 9.1 The premiums for Sections Employers' Liability; Public and Products (including inefficacy) Liability; Business Interruption All Risks; and Contract Works are calculated by a rate on estimated wages and/or turnover and an accurate record containing all relevant particulars must be kept by **you**.
- 9.2 **You** shall at all times allow **us** to inspect such records and shall supply such particulars and information as **we** may require within one month from the expiry of each **period of insurance** to enable **us** to adjust the premium.
- 9.3 Such adjustment will not be subject to any return of premium as all premiums shown are the minimum chargeable for the risk with the exception of:

## General Terms and Conditions

- 9.3.1 Business Interruption All Risks which allows up to fifty (50) per cent return premium on adjustment in respect of sums insured marked "Declaration linked condition - Yes" in the **schedule**,

provided that there shall be no refund of premium on adjustment following cancellation of this insurance under the terms of General Terms and Conditions – Cancellation.

### 10 Dispute defence or appeal

If any dispute arises between **you** and **us** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel (or Solicitor with at least 20 years' experience in the field of insurance law) to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final.

### 11 Duty of fair presentation

**You** must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

### 12 Duty of fair presentation – remedies for breach - proposing for this insurance

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation then **our** remedies shall be as follows

- 12.1 if such breach is deliberate or reckless, **we** may:

12.1.1 treat this **policy** as having been terminated from its inception; and

12.1.2 retain the premium;

- 12.2 if such breach is not deliberate or reckless and **we** would not have entered into this **policy** but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception in which case **we** shall return the premium; and

- 12.3 in all other cases if, but for the said breach, **we** would have entered into this **policy** but:

12.3.1 on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or

12.3.2 would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ .

### 13 Duty of fair presentation– remedies for breach - variation

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation in relation to a variation of this **policy**, **our** remedies shall be as follows:

- 13.1 if such breach is deliberate or reckless, **we** may:

## General Terms and Conditions

- 13.1.1 by notice to **you** treat this **policy** as having been terminated from the time when the variation was concluded; and
- 13.1.2 retain the premium;
- 13.2 if such breach is not deliberate or reckless, and **we** would not have entered into the variation but for the breach, **we** may treat this **policy** as if the variation was never made, in which case **we** shall return any additional premium relating to the variation; and
- 13.3 in all other cases if, but for the said breach, **we** would have entered into the variation but:
- 13.3.1 on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms;
- 13.3.2 would have increased the premium by more than it did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/higher premium}) \times 100$ ; or
- 13.3.3 would not have reduced the premium by as much as it did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where  $X = (\text{premium actually charged/reduced total premium}) \times 100$ .

## 14 Electronic documents clause

It is understood and agreed that **we** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

## 15 Fraudulent claims

- 15.1 If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:
- 15.1.1 are not liable to pay the claim;
- 15.1.2 may recover any part of the claim already paid from the relevant **insured**; and
- 15.1.3 may by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.
- 15.2 These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

## 16 Index-linking

- 16.1 Renewal

## General Terms and Conditions

Where it is stated in the **schedule** that index-linking applies, the amounts insured will for renewal purposes be adjusted to take into account the latest published movements in the appropriate index shown below, unless **you** advise **us** that **you** do not require index-linking to be applied.

### 16.2 Buildings

The General Building Cost Index issued by the Building Cost Information Service of **The Royal Institute of Chartered Surveyors**.

### 16.3 Other Items

The Producer Price Index for home sales of manufactured products issued by the Office for National Statistics.

### 16.4 Claims

For claims settlement purposes (except Business Interruption) the adjustments authorised above will continue during the:

#### 16.4.1 **period of insurance**

16.4.2 period of repair, replacement or reinstatement provided that such work is carried out and completed without undue delay.

NOTE: In the event of either or both of the above indices not being available **we** may select alternative measures at **our** discretion.

## 17 Inspection and audit

**We**, or **our** representative that **we** may designate, will be permitted but not obligated to inspect **your** property and operations at any time given reasonable notice. Neither **our** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on **your** behalf of or for **your** benefit to determine or warrant that such property or operations are safe.

## 18 Late payment of claims

**We** shall, pursuant to section 13A of the Insurance Act 2015, pay any sum due in respect of a valid claim within a reasonable time (which includes a reasonable time to investigate and assess the claim).

## 19 Law clause

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where the head office of the **insured** is located.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where the head office of the **insured** is located and they are subject to the exclusive jurisdiction of that court.

### 20 Material changes during the policy period

- 20.1 **You** must notify **us** within thirty (30) days of any material change to the **insured, your business** or the risks insured if indemnity under this insurance is sought in relation to any such change.
- 20.2 **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless **we** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

### 21 Minimisation of risk

- 21.1 **You** will take all reasonable steps at **your** own expense to prevent an insured event arising or continuing.
- 21.2 Upon the happening of an insured event and at all times thereafter, **you** shall act as a prudent uninsured and take all reasonable measures as are appropriate to avoid or minimise any claims which arise or may arise from that **insured** event. Any failure by **you** to take such steps shall reduce or extinguish **our** indemnity to **you** under the **policy** to the extent that such failure has increased the **claim** under the **policy**.

### 22 Sanction limitation and exclusion

**We** shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

### Complaints Procedure

#### How you can complain

In respect of the Legal Expenses Section of the **policy** only, please contact **DAS's** customer relations department at:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Black, Bristol, BS16NH, telephone 0117 934 0066, email DAS at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

In respect of all other Sections of the **policy**, **you** can complain about this **policy** by first contacting your broker.

If **you** wish to contact **us** directly **you** can write to Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD; email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com) , telephone 020 7105 5988.

#### The UK Financial Ombudsman Service (UK FOS)

If **you** feel that **your** complaint has not been satisfactorily resolved, **you** may be eligible to contact the UK FOS to review the complaint.

Information about the eligibility criteria is available on the UK FOS website: <https://www.financial-ombudsman.org.uk/consumers>

If eligible, **you** can contact the FOS via its website: <https://www.financial-ombudsman.org.uk/contact-us>, or write to Exchange Tower, London E14 9SR, or telephone 0800 023 4567.

#### Financial Services Compensation Scheme (FSCS)

You may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations under the **policy**.

Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

## **QBE European Operations**

### **QBE UK Limited**

30 Fenchurch Street

London

EC3M 3BD

United Kingdom

T: +44 (0)20 7105 4000

[enquiries@be.qbe.com](mailto:enquiries@be.qbe.com)

[www.QBEurope.com](http://www.QBEurope.com)

