



**Tradesman
& Contractor
Policy**

Telephone Numbers

CLAIMS LINE

[See Your Schedule for Details](#)

This number can be used by **You** to report a claim to **Your Insurer**

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to be a claim

Please see Making a Claim in the Claims Conditions Section of this **Policy**

Calls may be recorded for quality and training purposes

HELPLINE SERVICES

The following services are available to all iprism Tradesman & Contractor policyholders even if full cover under Section 6 Commercial Legal Expenses has not been purchased

DAS provide these services 24 hours a day 7 Days a week during the **Period of Insurance**

To help DAS check and improve their service standards DAS record all calls

BUSINESS LEGAL ADVICE LINE

THE SERVICES LISTED BELOW CAN BE ACCESSED BY CALLING 0845 465 0030

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give **You** confidential legal advice over the phone on any commercial legal problem affecting **Your Business** under the laws of the member countries of the European Union the Isle of Man the Channel Islands Switzerland and Norway

TAX ADVICE

DAS will give **You** confidential advice over the phone on any tax matters affecting **Your Business** under the laws of the United Kingdom

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting **Your Business** premises which causes damage or potential danger DAS will contact a suitable repairer or contractor and arrange assistance on **Your** behalf All costs of assistance provided are **Your** responsibility

To contact the above services phone DAS quoting reference number TS5/4871345

COUNSELLING

0845 465 0031

DAS will provide all **Your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including where appropriate onward referral to relevant voluntary and/or professional services

These calls are not recorded

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

THE EMPLOYMENT MANUAL

www.das.co.uk

The DAS Employment Manual offers comprehensive up to date guidance on rapidly changing employment law To view it please visit their website; From the Home Page click on the Employment Manual icon; All the sections of this web-based document can be printed off for **Your** own use Contact DAS at employmentmanual@das.co.uk with **Your** e-mail address quoting **Your Policy** Number and they will contact **You** by e-mail to inform **You** of future updates to the information

DASBUSINESSLAW

www.dasbusinesslaw.co.uk

On the website www.dasbusinesslaw.co.uk **You** will find a free online reference full of the sorts of letters articles and forms that will help **You** run **Your Business** successfully DASbusinesslaw users can also access interactive document builders to help make composing common commercial documents as easy as possible

From new legislation and employment issues to property law and taxation **You** will find the content provided by DASbusinesslaw is updated regularly by legal experts to help **You** keep **Your Business** one step ahead

To access DASbusinesslaw **You** will need to visit www.dasbusinesslaw.co.uk and register using voucher code DAS472301 and **Policy** Number TS5/4871345

If **You** experience any problems accessing the service please e-mail the problem to businesslaw@das.co.uk quoting the above **Policy** Number

Contents

Welcome	1	Section 4 - Contract Works Own and Hired in Plant	22
Customer Complaints	2	- Extensions	24
Policy Definitions	4	- Conditions	26
Section 1 - Public Liability	7	Section 5 - Personal Accident	27
- Extensions	9	- Conditions	29
- Optional Extensions	13	Section 6 - Commercial Legal Expenses	30
- Conditions	14	- Conditions	37
Section 2 - Employers Liability	16	General Policy Conditions	39
- Extensions	16	General Policy Exclusions	42
- Optional Extensions	18	Claims Conditions	45
- Conditions	19	- Making a Claim	45
Section 3 - Tools and Business Equipment	20	- Our Control of Claims	45
- Conditions	21		

iprism Tradesman & Contractor Policy

A warm welcome and thank you for choosing to insure **Your Business** through iprism

The **Policy** Schedule and any **Endorsements** and Statement of Facts should be read as if they were one document

The **Policy** is a contract between **You** and **Your Insurer** and the Statement of Facts made by **You** is the basis of the contract

Your Insurer detailed in the Schedule will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept

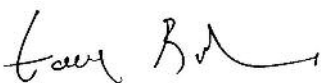
The name of **Your Insurer** can be found on the Statement of Facts Schedule and Certificate of Employers Liability Insurance (where issued)

Law and Jurisdiction

Unless **You** and **We** have agreed otherwise this contract shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurer**



Gary Burke

Chief Executive

iprism Underwriting Agency Limited

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

Please take time to read all these documents to make sure that the cover provided meets **Your** needs and that **You** understand the terms Exclusions and Conditions If there is anything **You** do not understand or **You** need to change please contact **Your** insurance adviser immediately

These documents include everything **You** need to know about **Your** Tradesman & Contractor insurance

- Statement of Facts
- Policy Wording
- Schedule

In addition there may be further documents as follows

- Endorsements
- Specification of Items/Property insured

About iprism Underwriting Agency Limited

Registered Office 133 Houndsditch London EC3A 7BX Registered in England No 5604278 Authorised and regulated by the Financial Conduct Authority (FCA) **Our** FCA Register Number is 460209 and **Our** permitted business is advising on and arranging general insurance contracts

Customer Complaints

This insurance is administered on behalf of **Your Insurer** by iprism Underwriting Agency Limited.

We hope that **You** are extremely happy with **Your** iprism Tradesman & Contractor insurance **Policy** but **We** do recognise that on occasions things can go wrong.

If **Your** complaint is about the way **Your Policy** was sold to **You** please contact **Your** insurance advisor who arranged **Your** policy for **You**. Their address and telephone number are shown on **Your Policy** Schedule.

Contacting Your Insurer

If **You** have a complaint about **Your Insurer** or a claim please contact **Your Insurer** directly. Their contact details can also be found on **Your Policy** Schedule.

If **You** are not happy with the service provided under Section 6 - Commercial Legal Expenses please contact DAS Customer Relations Department;

- ☎ **Telephone** 0117 934 0066
- ✉ **By e-mail** customerrelations@das.co.uk
- ✉ **In writing to** Customer Relations Department
DAS House, Quay Side, Temple Back
Bristol BS1 6NH

Details of DAS' internal complaint-handling procedures are available on request.

Once **Your Insurer** has received **Your** complaint they will;

- Send an acknowledgment of **Your** complaint within 5 working days of receiving it and notify **You** of the name of the person managing **Your** complaint

and

- Respond in full to **Your** complaint within 8 weeks. If this is not possible for any reason they will write to **You** to explain why they have not been able to settle the matter quickly. They will also let **You** know when they will contact **You** again.

If you are still dissatisfied

If **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS);

- ☎ **Telephone** 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile
- ✉ **In writing to** Financial Ombudsman Service
South Quay Plaza 183 Marsh Wall
London E14 9SR
- 🌐 **Website** www.fos.org.uk

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million Euros or the trustee of a trust with a net asset value of less than one million Euros.

You can refer to the Financial Ombudsman Service if **You** are dissatisfied with **Your Insurers** final response or if they have not issued their final response within eight weeks from the time **You** first raised the complaint. However they will only consider **Your** complaint once **You** have tried to resolve it with **Your Insurer**.

Following the complaints process does not affect **Your** right to take legal action

iprism are dedicated to resolving **Your** complaint so if **You** have a complaint about iprism or wish to discuss a complaint **You** have with **Your** advisor or **Insurer**, please contact the iprism customer services team;

- ☎ **Telephone** 0845 465 0050
- ✉ **By e-mail** customerservices@iprism.co.uk
- ✉ **In writing to** Customer Services Manager
iprism Underwriting Agency Limited
133 Houndsditch, 5th Floor
London EC3A 7BX

Customers with Disabilities

This **Policy** is also available in large print, audio and Braille. If **You** require any of these formats please contact;

Customer Services Manager
iprism Underwriting Agency Limited
133 Houndsditch
5th Floor
London EC3A 7BX

Use of Language

Unless otherwise agreed the contractual terms and conditions and other information relating to this contract will be in English.

Financial Conduct Authority

iprism Underwriting Agency Limited is authorised and regulated by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate or **You** can phone them on 0800 111 6768.

Financial Services Compensation Scheme (FSCS)

iprism and **Your Insurers** are covered by the Financial Services Compensation Scheme (FSCS) This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of business and the circumstances of the claim Further information about the scheme is available from the FSCS;

☎ **Telephone** 0800 678 1100 or 020 7741 4100

✉ **By e-mail** enquiries@fscs.org.uk

✉ **In writing to** Financial Services
Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street
London EC3A 7QU

🌐 **Website** www.fscs.org.uk

If you telephone FSCS then please have any relevant correspondence to hand.

PLEASE NOTE THAT TELEPHONE CALLS MAY BE RECORDED AND/OR MONITORED

Policy Definitions

Each time **We** use one of the words or phrases listed below it will have the same meaning wherever it appears in **Your Policy** unless **We** state otherwise

A defined word or phrase will start with a capital letter each time it appears in the **Policy** eg **Business** except for headings and titles

Each Section of the **Policy** contains Definitions which apply to that particular Section and they must be read in conjunction with the following **Policy** Definitions

Asbestos

Asbestos asbestos fibres or any derivatives of asbestos

Business

Activities directly connected with the **Business** shown in the Schedule and no other purpose including

- (a) the ownership maintenance and repair of **Your** premises or premises occupied by **You**
- (b) the maintenance and repair of vehicles and plant owned or utilised by **You**
- (c) the provision and management of canteen sports social and welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services
- (d) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials
- (e) participation in trade shows or exhibitions

Compensation

Damages including interest

Contract

Any contract or agreement entered into by **You** to carry out work in the course of the **Business**

Contract Site

The site of any **Contract** undertaken by **You** within Great Britain Northern Ireland the Isle of Man or the Channel Islands

Contract Works

- (a) Temporary or permanent works completed or to be completed as part of any **Contract** and/or
- (b) materials and goods for incorporation whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within Great Britain Northern Ireland the Isle of Man or the Channel Islands to the extent that **You** are responsible under any **Contract**

Costs and Expenses

Other than Section 6 - Commercial Legal Expenses

- (a) Costs and expenses of claimants for which **You** are legally liable
- (b) Costs and expenses incurred with **Our** written consent in respect of any claim which may be the subject of indemnity under this **Policy**
- (c) Fees incurred with **Our** written consent for
 - (i) defence in any Court of Summary Jurisdiction of any proceedings brought against **You** in respect of breach or alleged breach of any statutory or common law duty resulting in **Injury**
 - (ii) representation at a Coroners Court or Fatal Accident Inquiry in respect of any death in connection with any event which is or may be the subject of indemnity under Section 1 and 2 of this **Policy**

Damage

Material loss destruction or damage

Policy Definitions

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of data including but not limited to operating systems records programs software or firmware code or series of instructions

Denial of Service Attack

Any actions or instructions with the ability to damage interfere with or otherwise affect the availability of computer or other equipment or **Data** including but not limited to the generation of excess traffic into network addresses the exploitation of system weaknesses and the generation of excess or non-genuine traffic within between or amongst networks

Employee

Other than Section 6 – Commercial Legal Expenses

Any person while working for **You** in connection with the **Business** who is

(a) under a contract of service or apprenticeship with **You**

Any of the following who is working under Your control or supervision

(b) a person who is hired to or borrowed by **You**

(c) a person engaged in connection with a work experience training or similar scheme

(d) a self-employed person working on a labour only basis under **Your** control or supervision

(e) a person engaged by a labour only sub-contractor

(f) a labour master or person engaged by them

(g) a driver or operator of hired-in plant

(h) a volunteer helper

Endorsement(s)

An alteration made to the terms of the **Policy**

Event

Any one claim or series of claims resulting from one originating cause (including but not limited to continuous or repeated injurious exposure to substantially the same circumstances) for the purposes of each of Sections 1 and 2

Excess

The first amount of each and every claim for which **You** are responsible as shown in the **Policy** the Schedule or any **Endorsement**

Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a system whether **Your** property or not to operate at any time as desired as specified or as required in the circumstances of the **Business**

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves **Data** whether **Your** property or not

Hazardous Trades and Locations

Any work or process in connection with the following trades activities and occupations or at the following locations

(a) Demolition unless such work forms part of a contract undertaken by **You** for rebuilding alteration maintenance or repair

(b) Excavations exceeding in any part a depth of two metres from the surface

(c) Collieries mines or quarries

(d) Chemical works gas works nuclear installations or establishments oil refineries petrochemical works power stations and bulk oil petrol gas or chemical storage tanks or chambers

Policy Definitions

- (e) Construction of or any work in or on blast furnaces bridges canals chimney shafts dams docks harbours piers railways roads steeples towers tunnels viaducts wharves
- (f) Aircraft airports or airfields
- (g) Watercraft or underwater
- (h) Use of explosives tunnelling or piling work and underpinning
- (i) Removal mining processing manufacturing distribution storage disposal sampling treatment maintenance or repair of **Asbestos** or products made entirely or mainly of **Asbestos**
- (j) Mainframe computers or rooms containing mainframe computers

Indirect Loss

Loss that is not directly associated with the incident that caused **You** to claim

Injury

Bodily injury death illness disease mental injury anguish or shock

Insured Insured's You Your

The person(s) or company named in the Schedule

Insurer Our Us We

The Insurance Company named in the Schedule on whose behalf this insurance document is issued

Offshore

Any offshore rig offshore platform or offshore installation or support vessel in the sea or tidal waters

Period of Insurance

The period beginning with the Effective Date shown in the Schedule and ending with the Expiry Date and any other period for which **We** have accepted **Your** premium

Policy

The Tradesman and Contractor **Policy** and Schedule and Certificate of Employers Liability Insurance and any **Endorsements** attached or issued with it

Products

Goods or other material property manufactured sold supplied hired processed altered treated repaired serviced tested installed constructed erected or transported by **You** or on **Your** behalf in the course of the **Business** and which is no longer in **Your** custody or control

Proposal

The Statement of Facts and any additional information supplied to **Us** by **You** or on **Your** behalf

Virus or Similar Mechanism

Program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs **Data** files or operations whether involving self-replication or not The definition of **Virus** or **Similar Mechanism** includes but is not limited to Trojan horses worms and logic bombs

Section 1 - Public Liability

Definitions

Refer also to the Policy Definitions at the beginning of this **Policy**

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

Pollution or Contamination

- (a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (b) All Accidental **Damage** to material property or **Injury** directly or indirectly caused by such pollution and contamination

Territorial Limits

- (a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) Elsewhere in the world other than **Offshore** for visits in connection with the **Business** undertaken by the **Insured** or any **Employee** normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the performance of non-manual work
- (c) Anywhere in the world in connection with **Products** supplied at or from premises in Great Britain Northern Ireland the Isle of Man or the Channel Islands

What is Covered	What is not Covered
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses as a result of</p> <ul style="list-style-type: none">(a) Accidental Injury to any person(b) Damage to material property(c) Obstruction trespass nuisance or interference with any right of way air or light or water or other easement(d) Wrongful arrest malicious prosecution detention imprisonment eviction or invasion of the right of privacy of any person (not being an Employee) <p>occurring within the Territorial Limits during the Period of Insurance and happening in the course of the Business</p> <h3>Limit of Liability</h3> <p>Our liability under this Section for Compensation payable in respect of any one Event will not exceed the amount stated in the Schedule other than</p> <ul style="list-style-type: none">(a) in respect of any claims against You made within the legal jurisdiction of the United States of America or Canada or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world Our liability in respect of Compensation and Costs and Expenses will not exceed the amount stated in the Schedule(b) in respect of Products or Pollution or Contamination where the amount stated in the Schedule will be the maximum amount payable in respect of all Events occurring during any one Period of Insurance	<ul style="list-style-type: none">(a) The amount of the Excess stated in the Schedule(b) Liquidated damages fines or penalties punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages(c) Any liability which<ul style="list-style-type: none">(i) is insured by or would but for the existence of this Section be insured by any other policy(ii) is assumed under any agreement unless the conduct and control of the claims is vested in Us excluding any agreement for and including the performance of work outside the Territorial Limits(iii) is assumed under the terms of Clause 6.5.1 of the JCT Conditions of Contract or any subsequent alteration revision amendments or similar terms under any Conditions of Contract(iv) is imposed on You by reason of the terms of any contract conditions or agreement which would not have attached in the absence of such agreement other than<ul style="list-style-type: none">(1) under any warranty of goods implied by law(2) under an indemnity clause in any agreement between You and any independent carrier in respect of Injury or Damage caused by Products entrusted to such carrier for transit by road rail or waterway(d) Any liability arising from<ul style="list-style-type: none">(i) advice instruction consultancy design formula specification inspection certification or testing provided separately for a fee or in circumstances where a fee would normally be charged or under a separate contract(ii) any professional negligence wrongful or inadequate advice treatment examination prescription or facility provided by You or anyone acting on Your behalf other than first aid treatment or any Optional Extension stated as applying in Your Schedule

What is Covered	What is not Covered
	<ul style="list-style-type: none"> (iii) the ownership possession or use by You or on Your behalf of <ul style="list-style-type: none"> (1) any craft designed to travel in on or through water air or space other than hand propelled watercraft less than 8 metres in length (2) any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security other than <ul style="list-style-type: none"> (a) while such vehicle is being used as a tool of trade (but not in respect of liability which is compulsory insurable under road traffic legislation) on any site where You are undertaking work or at Your Premises (b) in respect of the loading or unloading of such vehicle (iv) the exposure to inhalation of fibers of the consequences of exposure to or inhalation of the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of Asbestos including any product containing Asbestos (e) Any liability in respect of <ul style="list-style-type: none"> (i) Injury to any Employee or partner or proprietor arising out of and in the course of employment by You in the Business (ii) Damage to any property <ul style="list-style-type: none"> (1) owned by loaned leased hired or rented to You other than as specified under Extension F - Damage to Leased or Rented Premises (2) held in the custody or control of or in trust by You or any Employee or any other person who is carrying out work on Your behalf (3) forming part of the Contract Works (iii) Pollution or Contamination <ul style="list-style-type: none"> (1) occurring in the United States of America (or any territory within its jurisdiction) or Canada (2) elsewhere other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance <p>All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place</p> (iv) Products knowingly supplied directly or indirectly to the United States of America (or any territory within its jurisdiction) or Canada (v) Products installed or incorporated in any craft designed to travel in or through air or space and which to Your knowledge was intended to be installed or incorporated in such craft (vi) work in or on or in connection with or Products supplied to or in connection with the Hazardous Trades and Locations

- (vii) being on working on or travelling to or from or supplying **Products** to any **Offshore** location
 - (viii) all costs of or arising from the need for making good removal repair rectification replacement or recall of any
 - (1) **Products**
 - (2) **Contract Works**
 - (3) defective work or incorrect workmanship or **Treatment** by **You** or on **Your** behalf
-

Extensions

Cover provided by this Section is extended to include

What is Covered

What is not Covered

A Additional Persons Insured

We will extend the indemnity under this Section to include

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
 - (b) at **Your** request
 - (i) any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement
 - (ii) those who hire plant to **You** to the extent required by the hiring conditions
 - (iii) any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business**
- Provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
- (iv) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - (v) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official

Provided that

- (a) such persons are not entitled to indemnity under any other policy covering such liability
- (b) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply
- (c) **We** shall retain the sole conduct and control of all claims
- (d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** will not exceed the amount stated on the Schedule

What is Covered	What is not Covered
<p>B Consumer Protection and Food Safety Acts – Legal Defence Costs</p> <p>We will indemnify You in respect of legal Costs and Expenses incurred with Our written consent in the defence of any proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of the Consumer Protection Act 1987 or Section(s) 7 8 14 and/or 15 of the Food Safety Act 1990 provided that the proceedings relate to an offence alleged to have been committed in the course of the Business during the Period of Insurance</p>	<p>Any fines or penalties</p> <p>Any legal Costs and Expenses insured by any other policy</p> <p>Any proceedings or appeals in respect of any deliberate act or omission by You</p>
<p>C Contingent Motor Liability</p> <p>We will indemnify You in respect of liability arising out of the use of any motor vehicle not owned or provided by You being used by Your Employee in connection with the Business anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man</p>	<p>Damage to the vehicle or the goods carried in or on the vehicle</p> <p>Injury or Damage whilst being driven by You</p> <p>Injury or Damage whilst being driven by any person with the general consent of You or Your representative who to Your or Your representatives knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such licence</p> <p>Any liability for which You are entitled to indemnity under any other policy of insurance</p>
<p>D Corporate Manslaughter and Corporate Homicide</p> <p>We will indemnify You in respect of</p> <p>(a) legal fees and expenses incurred with Our written consent for defending proceedings including appeals against a conviction arising from such proceedings</p> <p>(b) costs of prosecution awarded against You which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007</p>	<p>(a) proceedings which</p> <p>(i) do not relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business</p> <p>(ii) result from any deliberate act or omission by You</p> <p>(iii) relate to any Employee</p> <p>(b) fines or penalties</p> <p>(c) the cost of implementing any remedial order or publicity order or any steps required to be taken by such orders</p> <p>(d) any legal fees and expenses insured by any other policy</p>
<p>E Cross Liabilities</p> <p>If there is more than one Insured specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each provided that Our total liability does not exceed the Limit of Indemnity stated in this Section or the Schedule</p>	
<p>F Damage to Leased or Rented Premises</p> <p>We will indemnify You in respect of Damage to the premises (including fixtures and fittings) for which You are legally liable within Great Britain Northern Ireland the Isle of Man or the Channel Islands which are leased hired or rented by You in connection with the Business</p>	<p>Such Damage if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement</p> <p>Such Damage which the tenancy or other agreement specifies that insurance is taken out by You or on Your behalf</p> <p>The first £100 of any claim other than where the cause is Fire or Explosion</p>

What is Covered	What is not Covered
<p>G Data Protection Act 1998</p> <p>We will indemnify You and at Your request any Director or Employee in respect of the sums which You or any Director or Employee become legally liable to pay as Compensation under Section 13 of the Data Protection Act 1998 for Damage or distress caused in connection with the Business during the Period of Insurance provided that You are</p> <ul style="list-style-type: none"> (a) a registered user in accordance with the terms of the Act (b) not in Business as a computer bureau <p>Our maximum liability including all Cost and Expenses under this Extension in respect of all claims occurring during any one Period of Insurance will not exceed £250,000</p> <p>For the purposes of this Extension the phrases or words Data Processor and Data shall carry the same meaning as defined under the Data Protection Act 1998</p>	<p>Any liability in respect of</p> <ul style="list-style-type: none"> (a) any Damage or distress caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission (b) any Damage or distress caused by any act of fraud or dishonesty (c) the Costs and Expenses of rectifying rewriting or erasing Data (d) liability arising from the recording processing or provision of Data for reward or to determine the financial status of any person (e) any fines or penalties <p>Liability arising as a result of the provision by You of the services of a Data Processor</p>
<p>H Defective Premises Act</p> <p>We will indemnify You in respect of Liability for Injury or Damage to property which You may incur as owner by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any premises which have been disposed of by You and which prior to disposal were occupied by You in connection with the Business</p>	<p>Any liability for which You are entitled to indemnity under any other policy of insurance</p> <p>Injury or Damage happening prior to the disposal of the premises</p> <p>The cost of repairing or remedying any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship</p>
<p>I Health and Safety at Work etc Act 1974</p> <p>We will indemnify You and at Your request any director or Employee in respect of legal Costs and Expenses incurred with Our written consent and costs awarded against You or a director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence committed during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man which arises in connection with the Business within the Territorial Limits provided that the proceedings relate to the health and safety or welfare of persons other than Employees</p>	<p>Any fines or penalties</p> <p>Any legal Costs and Expenses insured by any other policy</p> <p>Any proceedings or appeals arising out of any deliberate act or omission by You</p> <p>Any proceedings or appeals in respect of any activity or risk excluded from this Policy</p>

What is Covered	What is not Covered
<p>J Overseas Personal Liability</p> <p>We will indemnify You and at Your request any Director Partner or Employee of Yours or any family member accompanying them in respect of legal liability incurred in a personal capacity arising out of</p> <ul style="list-style-type: none"> (a) accidental Injury to any person (b) Damage to material property <p>Occuring during the Period of Insurance whilst such persons are temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man in connection with the Business</p> <p>Provided that</p> <ul style="list-style-type: none"> (a) the conduct and control of all claims is vested in Us (b) any person entitled to indemnity under this Extension complies with and is subject to Terms Conditions and Exclusions of the Policy in so far as they can apply (c) Our liability under this extension in respect of any one Event will not exceed the amount stated in the Schedule 	<p>Any liability arising from or out of</p> <ul style="list-style-type: none"> (a) the ownership occupation or tenure of any land or building (b) the carrying on of any trade business or profession (c) the ownership possession or use of animals (other than pet domestic animals) firearms (other than sporting guns) mechanically propelled vehicles and anything attached to them aircraft hovercraft or watercraft (d) the existence of contract or any agreement unless liability would have existed otherwise (e) property held in trust (f) Injury to You or any director partner or Employee or any family member accompanying them <p>Liability where indemnity is provided by any other insurance policy</p>
<p>K Payment for Court Attendance</p> <p>In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide Compensation to You at the following rates per day for each day on which attendance is required</p> <ul style="list-style-type: none"> (a) any Director or Partner of the Insured £250 (b) any Employee £150 	
<p>L Personal Belongings</p> <p>We will indemnify You in respect of Damage to clothing and personal effects belonging to Employees or callers for which You are legally liable in connection with the Business during the Period of Insurance</p>	<p>The amount of the Excess stated in the Schedule</p> <p>Clothing and personal effects</p> <ul style="list-style-type: none"> (a) being worked on or held for the purposes of being worked on (b) being stored by You for a fee or other consideration (c) loaned leased hired or rented to You

Optional Extensions

The following Extensions are only operative if shown as insured in the Schedule

Temporary Employees

We will indemnify You against legal liability arising out of the employment of temporary Employees provided that the total number of days during which all such temporary Employees are employed does not exceed the number of days stated in the Schedule during any one Period of Insurance

For the purpose of this extension the total number of days employed shall mean the combined total of days employed for all temporary Employees

Treatment Risks

The following definitions apply to this Extension and will keep the same meaning wherever they appear in this Extension

Treatment

- (a) washing cutting styling and drying of the hair
- (b) tinting dyeing bleaching permanent waving or special treatment of the hair normally carried out by a hairdresser
- (c) eyebrow and eyelash plucking shaping and tinting
- (d) manicure and pedicure (but not chiropody) including the application of acrylic coatings
- (e) application of cosmetics and facial masks including ionisation and steaming Treatments
- (f) application of proprietary hair removal preparations other than electrolysis
- (g) normal hairdressing work on wigs and hairpieces
- (h) ear piercing by the gun and stud method

Qualified Operator

Any person 18 years of age or over who has either

- (a) more than 3 years continuous experience of professional hairdressing or beauty treatments or
- (b) completed 2 years technical college training in hairdressing or beauty treatments

Cover

Cover provided by Section 1 Public Liability is extended to include liability arising out of any Treatment usually undertaken in the ordinary course of the Business in the premises or elsewhere in Great Britain Northern Ireland the Isle of Man and the Channel Islands (except any premises owned and occupied by You not being the premises insured hereunder) by You or any Employee

The following additional Exclusions apply to this Extension

We will not be liable under this Extension for

- (a) any claim arising out of or attributable to
 - (i) application by You or any one acting on Your behalf or use upon Your advice or any one acting on Your behalf of any lotion hair dye or other preparation wholly or partly manufactured produced mixed or treated in any way by You or anyone acting on Your behalf
 - (ii) use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation
 - (iii) any liability arising from the treatment of any person who knows he or she suffers from skin allergies unless they produce before treatment begins a medical certificate stating they may undergo treatment
 - (iv) any Treatment carried out by any person other than a Qualified Operator except
 - (i) the washing and drying of hair hairpieces or wigs
 - (ii) whilst such person is under the direct and continuous supervision of a Qualified Operator
- (b) any refund in respect of any Treatments given or facilities provided by You
- (c) the cost of repairing removing replacing rectifying making good recalling or altering any Products supplied by You

Solaria and Sun Beds Cover

This extension includes the provision of ultraviolet or infrared treatment facilities provided that

- (a) suitable goggles are worn by all persons using the sun bed(s)
- (b) the equipment is inspected at least annually by a qualified electrical engineer
- (c) customers are given detailed instructions on the safe use of equipment
- (d) a warning notice shall be prominently displayed near each sun bed
- (e) the use of the equipment is adequately supervised by a competent person
- (f) customers are advised before treatment begins of the possible health risk of ultraviolet rays
- (g) the time of exposure on each sun bed shall be controlled by **Your** management by means of an automatic time clock

In addition to Exclusions for the Treatment Risks Extension in so far as they can apply **We** will not be liable under this Solaria and Sun Beds Cover for the treatment of any person who

- (a) knows he or she suffers from skin allergies high or low blood pressure or circulation disorders
- (b) knows she is pregnant
- (c) is taking prescribed medicine

unless they produce before treatment begins a medical certificate stating they may undergo treatment

Limit of Liability

Our maximum liability under this Extension for **Compensation** payable in respect of any one **Event** and the maximum amount payable in respect of all **Events** occurring during any one **Period of Insurance** will not exceed £1,000,000 in addition to **Costs and Expenses**

Special Condition Applicable to this Extension

Sterilisation

It is a condition precedent to **Our** liability that all

- (a) razor and clipper blades
 - (b) steel combs
 - (c) needles
 - (d) other items which could pierce skin
- are thoroughly sterilised before use unless being used for the first time

Special Conditions Applicable to this Section

Bona Fide Sub Contractors

Where work is undertaken for and on **Your** behalf by any sub-contractor other than a labour only sub-contractor who has been included in the number of workers and or wage roll declared by **You** then **You** must prior to their appointment ensure that each sub-contractor holds current Public Liability insurance appropriate to the work carried out and with an indemnity limit which is not less than £1,000,000

Housing Grants Construction and Regeneration Act 1996

It is a condition precedent to liability under this **Policy** that in respect of any event and/or occurrence which may be the subject of indemnity under this Section arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants Construction and Regeneration Act 1996 that

- (a) **You** give immediate notice directly to **Us** of
 - (i) receipt of any notice of intent or other documents making reference to adjudication
 - (ii) becoming aware that a dispute is likely to be referred to adjudication
 - (iii) a decision by **You** to refer a dispute to adjudication

- (b) **You** will
 - (i) provide full written details and/or any other applicable evidence in respect of any matter notified under a) above directly to **Us** within 48 hours of it occurring by Registered Post
 - (ii) meet any request direction or timetable of the adjudicator
- (c) **You** will not without **Our** written consent
 - (i) make any admission offer promise payment in respect of any matter which is the subject of indemnity under this **Policy**
 - (ii) agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution
- (d) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim for indemnity or damages or otherwise involving a dispute referred to adjudication

Subject always to the terms Exclusions Conditions and limitations of this **Policy**

Underground Services Condition

We shall not indemnify **You** in respect of **Damage** to pipes cables mains or other underground services arising out of or caused by digging drilling boring excavation or earth moving operations unless the undernoted precautions are complied with on each occasion

- (a) prior to the commencement of any excavation digging boring or earth moving work **You** shall take or cause to be taken all reasonable measures to identify the location of all underground pipes cables mains and other services with their owner or the relevant authority responsible and retain a written record of such measures
- (b) **You** shall convey the location of such underground pipes cables mains and other services to those **Employees** or contractors carrying out such work on **Your** behalf
- (c) **You Your Employees** or any contractors carrying out work shall adopt or cause to be adopted a method of work which minimises the risk of **Damage** to such underground pipes cables mains and other services

Use of Heat Precautions

We shall not indemnify **You** in respect of use away from **Your** premises of blow lamps blow torches flame guns hot air guns electric oxyacetylene or other welding or cutting equipment and angle grinders asphalt bitumen tar or pitch heaters unless the undernoted precautions are complied with on each occasion

- (a) Before starting work
 - (i) the area in which the work is to be carried out including the area on the other side of any wall or partition or adjoining shafts and any openings is to be inspected to ensure that there is no combustible material in danger of ignition either directly or by conduction of heat
 - (ii) the area shall be cleared of all movable combustible materials to a distance of not less than 10 metres from the point of work and combustible materials which cannot be moved must be covered and fully protected by overlapping sheets or screens of non-combustible material
 - (iii) all **Employees** and contractors at the site where work is being undertaken have been made aware of the location of fire alarms and fire fighting equipment
- (b) During the progress of work
 - (i) the work will be carried out only by or under the supervision of trained personnel
 - (ii) suitable multipurpose fire extinguishing appliances (with a minimum of 2 portable British Standard marked multi purpose 4kg fire extinguishers) are kept available for immediate use at the point of work or as near as is practicable with personnel trained in the use of such appliances and with a competent person acting as a firewatcher during the progress of the work and remaining in attendance at all times until the work ceases and all lighted flame equipment is extinguished
 - (iii) equipment must not be lit until required the lighting of all equipment must be carried out strictly in accordance with the manufacturer's instructions lit equipment must not be left unattended and equipment must be extinguished immediately after use
 - (iv) gas cylinders not in use shall be kept outside the building in which the work is taking place and in any event shall be removed a distance of not less than 10 metres from the point of work
 - (v) any tar bitumen or asphalt boiler must not be left unattended and will be located at ground level on a non-combustible surface and in the open air whilst lighted
- (c) After ceasing work a thorough fire safety check is to be made of the immediate vicinity of the work and in so far as is practicable the area on the other side of any wall or partition to ensure there is no risk of fire The fire safety checks are to be undertaken at regular intervals for a period of at least one hour after completion

Section 2 - Employers Liability

This Cover is only operative if shown as insured on the Schedule

Definitions

Refer also to the Policy Definitions at the beginning of this **Policy**

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

Territorial Limits

- (a) Great Britain Northern Ireland the Isle of Man and the Channel Islands
- (b) Elsewhere in the world other than **Offshore** for visits in connection with the **Business** undertaken by the **Insured** or any **Employee** normally resident in Great Britain Northern Ireland the Isle of Man or the Channel Islands in respect of the performance of non-manual work

What is Covered	What is not Covered
<p>We will indemnify You against all sums that You become legally liable to pay as Compensation and Costs and Expenses in respect of Injury sustained within the Territorial Limits during the Period of Insurance by any Employee arising out of their employment by You in the course of the Business</p> <p>Limit of Liability</p> <p>Our liability under this Section for Compensation and Costs and Expenses payable in respect of any one Event will not exceed the amount stated in this Section of the Schedule</p>	<p>Any liability caused by or arising out of</p> <ul style="list-style-type: none">(a) work on in or in connection with the Hazardous Trades and Locations(b) being on working on or travelling to or from any Offshore location <p>Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act Legislation</p>

Extensions

Cover provided by this Section is extended to include

What is Covered	What is not Covered
<p>A Additional Persons Insured</p> <p>We will subject to the terms of this Policy indemnify</p> <ul style="list-style-type: none">(a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person(b) at Your request<ul style="list-style-type: none">(i) any principal in respect of liability arising out of the performance by You of any agreement entered into by You with the principal to the extent required by such agreement(ii) any director of the Insured or Employee in respect of liability arising in connection with the Business <p>Provided that You would have been entitled to indemnity under this Section if the claim had been made against You</p> <ul style="list-style-type: none">(iii) any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such(iv) any director or senior official of the Insured in respect of private work undertaken by any Employee for such director or senior official	

What is Covered	What is not Covered
<p>Provided that</p> <ul style="list-style-type: none"> (a) such persons are not entitled to indemnity under any other Policy covering such liability (b) each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply (c) We shall retain the sole conduct and control of all claims (d) where We are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of Compensation and Cost and Expenses will not exceed the amount stated in this Section of the Schedule 	
<p>B Corporate Manslaughter and Corporate Homicide</p> <p>We will indemnify You in respect of</p> <ul style="list-style-type: none"> (a) legal fees and expenses incurred with Our written consent for defending proceedings including appeals against a conviction arising from such proceedings (b) costs of prosecution awarded against You <p>which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007</p>	<ul style="list-style-type: none"> (a) proceedings which <ul style="list-style-type: none"> (i) do not relate to an actual or alleged offence committed during the Period of Insurance within the Territorial Limits and in connection with the Business (ii) result from any deliberate act or omission by You (iii) relate to any person other than an Employee (b) fines or penalties (c) the cost of implementing any remedial order or publicity order or any steps required to be taken by such orders (d) any legal fees and expenses insured by any other policy
<p>C Cross Liabilities</p> <p>If there is more than one Insured specified in the Schedule this Section will apply separately to each one as if a separate Policy had been issued to each provided that Our total liability does not exceed the Limit of Liability stated in the Schedule</p>	
<p>D Health and Safety</p> <p>We will indemnify You and at Your request any director or Employee in respect of legal costs and expenses incurred with Our written consent and costs awarded against You or any director or Employee arising in connection with a prosecution (including an appeal against any conviction resulting from a prosecution) as a result of an alleged offence committed during the Period of Insurance under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man which arises in connection with the Business within the Territorial Limits provided that the proceedings relate to the health safety or welfare of Employees</p>	<ul style="list-style-type: none"> Any fines or penalties Any legal costs and expenses insured by any other policy Any proceedings or appeals arising out of any deliberate act or omission by You Any proceedings or appeals in respect of any activity or risk excluded from this Policy
<p>E Payment for Court Attendance</p> <p>In the event of any of the undermentioned persons attending court as a witness at Our request in connection with a claim in respect of which You are entitled to indemnity under this Section We will provide Compensation to You at the following rates per day for each day on which attendance is required</p> <ul style="list-style-type: none"> (a) any Director or partner of the Insured £250 (b) any Employee £150 	

What is Covered	What is not Covered
-----------------	---------------------

F Unsatisfied Court Judgements

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

- (a) the judgement for **Compensation** is obtained in a court of law within Great Britain Northern Ireland the Channel Islands or the Isle of Man against a company partnership or individual other than **You** conducting business at or from premises within Great Britain Northern Ireland the Channel Islands or the Isle of Man
- (b) there is no appeal outstanding
- (c) this judgement relates to **Injury** which would otherwise be within the terms of the **Policy**

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**

Optional Extensions

The following Extensions are only operative if shown as insured in the Schedule

What is Covered	What is not Covered
-----------------	---------------------

Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury** provided that

- (a) such **Injury** is sustained whilst working in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**
- (b) such **Injury** is caused by another working partner proprietor or **Employee**
- (c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**

What is Covered

What is not Covered

Temporary Employees

We will indemnify **You** against legal liability arising out of the employment of temporary **Employees** provided that the total number of days during which all such temporary **Employees** are employed does not exceed the number of days stated in the Schedule during any one **Period of Insurance**

For the purpose of this Extension the total number of days employed shall mean the combined total of days employed for all temporary **Employees**

Special Conditions Applicable to this Section

Discharge of Liability

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

Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this Section will not apply to any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to employees in Great Britain Northern Ireland the Channel Islands or the Isle of Man but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law

Section 3 – Tools and Business Equipment

This Cover is only operative if shown as insured on the Schedule

Definitions

Refer also to the Policy Definitions at the beginning of this **Policy**

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

Laptop Computers

A small portable personal computer battery or AC powered belonging to or borrowed or leased by any **Insured Person**

Tools and Business Equipment

Hand tools hand held portable power tools ladders stock and business materials and mobile phones belonging to or borrowed or leased by any **Insured Person**

Insured Person

Each of **Your** directors partners principals or permanent **Employees**

What is Covered	What is not Covered
<p>We will indemnify You at Our option by payment reinstatement or repair in respect of Damage from any cause to Tools and Business Equipment and/or Laptop Computers up to the Sums Insured shown in the Schedule whilst anywhere within Great Britain Northern Ireland the Channel Islands or the Isle of Man and for up to 21 consecutive days during any one Period of Insurance elsewhere in the world</p>	<p>Indirect Loss of any kind</p> <p>The amount of the Excess shown in the Schedule</p> <p>Unexplained disappearance or inventory shortage</p> <p>Property more specifically insured</p> <p>Any Damage by theft or attempted theft</p> <p>(a) from any unattended open or soft-topped vehicle</p> <p>(b) from any other unattended vehicle unless</p> <p>(i) all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the insured property is hidden from view</p> <p>(ii) such vehicle is in a securely locked building or guarded security park between the hours of 9.00pm and 6.00am</p> <p>(c) whilst left unattended</p> <p>(i) on any site or premises where You or any Employee is carrying out work</p> <p>(ii) elsewhere unless stored in a securely locked room or building</p> <p>(d) by any Insured Person or any other Employee</p> <p>Any Damage caused by or arising out of</p> <p>(a) wear tear depreciation erosion the action of light or atmosphere a change in temperature moths vermin insects or parasites</p> <p>(b) frost corrosion dampness rust dryness evaporation loss of weight contamination wet or dry rot marring scratching bruising or deterioration mildew mould or toxic mould or other deterioration</p> <p>(c) any process of cleaning restoring adjusting normal maintenance or repair use contrary to the manufacturers instructions or interference with any component part</p> <p>(d) arising from mechanical or electrical breakdown or derangement</p>

What is Covered	What is not Covered
	<ul style="list-style-type: none">(e) confiscation nationalisation requisition seizure or wilful destruction by any Government Public Municipal Local or Customs Authority(f) Damage due to any wilful act or wilful neglect by You(g) Damage to<ul style="list-style-type: none">(i) any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than a vehicle used solely as a tool of trade(ii) rubber tyres by the application of brakes or by punctures cuts or bursts(iii) any aircraft or waterborne vessel(iv) property for which You are relieved of responsibility by the conditions of the contract(v) cutting edges cutting tools trailing cables flexible pipes driving chains conveyor belts driving belts or articles of a brittle nature unless caused by fire lightning or storm or the theft of a complete item

Special Conditions Applicable to this Section

Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that **You** undertake to pay the appropriate additional premium

Average

If the Sum Insured at the time of the **Damage** is less than the full cost of replacement at the current prices then **You** will be **Your** own insurer for the difference and bear a rateable share of the **Damage** accordingly

Basis of Claims Settlement

We may at **Our** option repair reinstate or replace any property which has suffered damage or pay the amount of **Damage** in money **We** shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of any loss

Section 4 – Contract Works Own and Hired in Plant

This Cover is only operative if shown as insured on the Schedule

Definitions

Refer also to the Policy Definitions at the beginning of this **Policy**

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

Contract Price

The sum agreed between **You** and **Your** principal or his employee as payment or completion of the **Contract Works** or where there is no principal or employee the value of the **Contract Works** to be completed on site

Existing Structures

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

Hired in Plant

Plant scaffolding site huts and temporary buildings hired in by **You** for use in connection with any **Contract** while anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands and including transit other than by sea or air

Maintenance Period

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

Own Plant

Plant scaffolding site huts and temporary buildings owned by **You** while anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands and including transit other than by sea or air

Practical Completion

Contract Works which are

- (a) completed or
- (b) complete except for the prospective buyers or tenants choice of decorations or final fitments

Property Insured

- (a) the **Contract Works**
- (b) **Own Plant** and **Hired in Plant** which **You** own or for which **You** are responsible as stated in the Schedule

What is Covered	What is not Covered
<p>We will indemnify You in respect of Damage to the Property Insured described in each item of the Schedule sustained within Great Britain Northern Ireland the Isle of Man or the Channel Islands during the Period of Insurance</p>	<ul style="list-style-type: none"> (a) The amount of the Excess (b) Liquidated damages fines or any other penalties under contract for delay or non-completion or loss of market (c) Damage due to any wilful act or wilful neglect by You (d) The cost of normal upkeep or making good (e) Damage <ul style="list-style-type: none"> (i) by disappearance or shortage discovered only when an inventory is taken or which is not traceable to an event (ii) caused by pollution or contamination other than that of or to the Property Insured (f) Damage to any part of the permanent works <ul style="list-style-type: none"> (i) for which a certificate of completion has been issued (ii) which has been completed and handed over to Your employer or principal or (iii) taken into use unless the Damage occurs <ul style="list-style-type: none"> (i) during the Maintenance Period but caused before the beginning of the Maintenance Period (ii) while You are carrying out Your obligations under the Maintenance Period (iii) within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract (g) Damage as a result of <ul style="list-style-type: none"> (i) wear and tear or gradual deterioration depreciation erosion the action of light or atmosphere moths vermin insects or parasites (ii) frost corrosion dampness dryness evaporation contamination wet or dry rot marring scratching bruising mildew mould or toxic mould (iii) normal maintenance or repair (iv) mechanical or electrical breakdown or derangement or from adjustment or repair (h) Damage to <ul style="list-style-type: none"> (i) Existing Structures (ii) any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than a vehicle used solely as a tool of trade (iii) any aircraft or waterborne vessel (iv) property for which You are relieved of responsibility by the conditions of the Contract (v) rubber tyres by the application of brakes or by punctures cuts or bursts (vi) Contract Works in connection with the Hazardous Trades and Locations

What is Covered	What is not Covered
	<p>(i) Damage to and the cost necessary to reinstate repair or rectify</p> <p>(i) Property Insured which is in a defective condition due to a defect in design plan or specification materials or workmanship of or any part of that Property Insured</p> <p>(ii) other Property Insured to enable the reinstatement or repair of Property Insured excluded in (i) above</p> <p>This Exclusion will not apply to other Property Insured which is not defective but is damaged as a result thereof</p> <p>Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design plan specification materials or workmanship in or in any part of that Property Insured</p> <p>(j) Repair to or replacement of any item of Your Own Plant or Hired in Plant caused by its own mechanical or electrical breakdown failure breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement</p>

Extensions

Cover provided by this Sub-Section is extended to include

What is Covered	What is not Covered
<p>A Architects Surveyors Legal and Consulting Engineers Fees</p> <p>The reasonable fees necessarily incurred following Damage insured by this Section to reinstate or repair the Contract Works</p>	<p>Any fees incurred for preparing any claim where more specifically insured</p>
<p>B Continuing Hire Charges</p> <p>We will indemnify You in respect of Your legal liability to pay continuing hire charges as a result of Damage to any Hired in Plant insured under this Section provided that the cover for Your Own Plant and/or Hired in Plant is operative</p>	<p>Damage due to any wilful act or wilful neglect by You</p> <p>Any amount in excess of £5,000</p>
<p>C Debris Removal</p> <p>The reasonable costs and expenses necessarily incurred with Our written consent in</p> <p>(a) removing debris from the Contract Site and the area immediately adjacent</p> <p>(b) dismantling and/or demolishing shoring up or fencing off or propping the portion or portions of the Property Insured</p> <p>(c) clearing and/or repairing drains and service mains on site</p> <p>as a result of Damage insured by this Section</p>	<p>Any amount in excess of 25% of the estimated Contract Price</p> <p>Any costs and expenses</p> <p>(a) arising from pollution or contamination of property not insured under this Section</p> <p>(b) more specifically insured</p>

What is Covered	What is not Covered
<p>D European Community and Public Authorities (including undamaged property)</p> <p>The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of</p> <ul style="list-style-type: none"> (a) European Community Legislation (b) Buildings or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws provided that <p>The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the Damage or within such further time We may allow (during the said 12 months)</p> <p>The work may be carried out upon another site (if the stipulations so necessitate) subject to Our liability under this Extension not being increased</p> <p>Special Condition applicable to this Extension</p> <p>If Our liability under this Section apart from this Extension is reduced by the application of any terms and/or Conditions of the Policy then Our liability will be reduced in proportion</p>	<p>Any Damage occurring prior to the granting of this Extension</p> <p>Any amount in excess of 50% of the Contract Price</p> <p>In respect of undamaged Property Insured any amount in excess of 15% of the amount We would have been liable to pay had the Property Insured been wholly destroyed</p> <p>Any costs incurred</p> <ul style="list-style-type: none"> (a) in respect of Damage not insured by this Section (b) associated with an existing requirement which has to be implemented within a given period (c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws (d) where notice was served upon You before the Damage occurred
<p>E Expediting Costs</p> <p>The reasonable costs and additional charges for overtime night-work work on public holidays express freight and the like necessarily incurred following Damage to reinstate or repair the Contract Works as part of a claim under this Section</p>	<p>Any costs in excess of 10% of the estimated Contract Price or £10,000 whichever is the lesser</p> <p>Any costs incurred which would result in the completion of the Contract at a faster rate than would have been obtained had Damage not occurred</p>
<p>F Free Issue Materials</p> <p>The Contract Works will include any free issue material for incorporation into the Contract which are</p> <ul style="list-style-type: none"> (a) issued free to You or on behalf of Your employer and (b) for which You are responsible under conditions of the Contract 	
<p>G Immobilised Plant</p> <p>We will indemnify You for the necessary costs incurred in the recovery of Your Own Plant and/or Hired in Plant which may become immobilised or immovable as a result of Damage insured by this Section whilst being used in connection with any contract undertaken by You provided that the cover for Your Own Plant and/or Hired in Plant is operative</p>	<p>Immobilisation or immovability due to mechanical or electrical breakdown</p>
<p>H Indemnity to Principals</p> <p>The interest of Your employer/principal solely to the extent required by the conditions of contract in force between You and Your employer/principal is included</p> <p>Provided that each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply</p>	
<p>I Off Site Storage</p> <p>The insurance by this Section extends to apply to materials allocated to any Contract whilst temporarily stored anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands provided You are responsible for them under the Contract</p>	

What is Covered	What is not Covered
<p>J Re-drawing Plans and Documents</p> <p>The reasonable costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other Contract documents following Damage</p>	<p>Any costs and expenses in excess of £10,000</p>
<p>K Speculative Building</p> <p>We will indemnify You in respect of Damage to any private dwelling You have erected on a speculative basis</p> <p>Our indemnity will cease on</p> <p>(a) the date You sell lease or rent the property</p> <p>or</p> <p>(b) 90 days from Practical Completion whichever is the earlier</p>	

Special Conditions Applicable to this Section

Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this Section **We** will automatically reinstate the Sum Insured provided that **You** undertake to pay the appropriate additional premium

Basis of Claims Settlement

We may at **Our** option repair reinstate or replace any property which has suffered damage or pay the amount of **Damage** in money **We** shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of repair

Limit of Liability

- (a) **Our** liability for the repair or restoration of the **Contract Works** damaged in part only shall not exceed the amount which would have been payable had such **Contract Works** been wholly destroyed
- (b) **Our** liability for the repair or restoration of **Own Plant** or **Hired in Plant** damaged in part only shall not exceed the amount which would have been payable had such **Own Plant** or **Hired in Plant** been wholly destroyed
- (c) The maximum amount payable in respect of any one loss under this Section shall not exceed the Sum Insured stated against each item in the Schedule

Section 5 – Personal Accident

This Cover is only operative if shown as insured on the Schedule

Definitions

Refer also to the Policy Definitions at the beginning of this **Policy**

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

Accidental Bodily Injury

Bodily injury or death caused by

- (a) accidental violent external and visible means
- (b) exposure to the elements following a mishap to any vehicle vessel or aircraft in which the **Insured Person** is travelling

Insured Person

- (a) Any director or partner or proprietor of the **Insured**
- (b) Any **Employee** under a contract of employment with **You**

Loss of Limb

- (a) Severance at or above the wrist or ankle
- (b) The total and permanent loss of use of a hand arm foot or leg

Loss of Sight

Total and permanent loss of sight will be considered as having occurred

- (a) in both eyes if the **Insured Person's** name has been added to the register of Blind persons on the authority of a fully qualified ophthalmic specialist
or
- (b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale
which has lasted 3 consecutive months and is at the end of that period in the opinion of an independent optician (acceptable to **Us**) beyond hope of improvement

Permanent Total Disablement

Disablement other than by **Loss of Sight** or **Loss of Limb** which permanently completely and continuously prevents the **Insured Person** from performing each and every function of his/her **Usual Occupation** and which having lasted 104 weeks is at the end of that period beyond hope of improvement

Temporary Total Disablement

A disablement which wholly prevents the **Insured Person** from performing each and every function of his/her **Usual Occupation**

Usual Occupation

The tasks duties and other functions which **You** normally pay the **Insured Person** to perform in connection with the **Business**

What is Covered **What is not Covered**

We will pay to **You** or **Your** personal representatives in accordance with the following scale of **Benefits** if any **Insured Person** sustains **Accidental Bodily Injury** during the **Period of Insurance**

Benefits

The amount in respect of any **Insured Person** will be the amount shown below multiplied by the number of units stated in the Schedule (maximum number of units 5) against the individual **Insured Person**

Benefits	Limit of Benefit per Unit
1 Death	£5,000
2 Loss of Limb	£5,000
3 Loss of Sight	£5,000
4 Permanent Total Disablement	£5,000
5 Temporary Total Disablement	£50 per week
6 Medical Expenses	£500

(this figure represents the maximum amount payable to any **Insured Person** for this benefit regardless of the number of units of cover selected)

Provided that such **Accidental Bodily Injury** is independent of any other cause and results in death or disablement within 12 months of being sustained

We will not provide any indemnity in respect of any claim relating to any non-contracting parties rights to enforce all or any part of this Section The Contracts (Right of Third Parties) Act 1999 does not apply to this Section

We will not pay compensation for any **Accidental Bodily Injury**

- (a) brought on by or with the collusion of directors partners proprietors or **Employees** of the **Insured**
- (b) to any **Insured Person** who is under 16 or over 70 years of age at the date of injury
- (c) arising from travel to or from or work on or in any **Offshore** location
- (d) arising out of or consequent upon service in the armed forces of any nation or international authority or other such organisation
- (e) in respect of Benefit 5 **Temporary Total Disablement** unless the **Insured Person** is in gainful employment
- (f) caused or contributed to directly or indirectly by
 - (i) sexually transmitted diseases
 - (ii) the **Insured Person** suffering from any physical or mental defect or infirmity or any disability due to a gradually operating cause unless it has been declared to and accepted by **Us** in writing
 - (iii) suicide or attempted suicide
 - (iv) intentional self injury provoked assault or insanity
 - (v) being under the influence or effect of alcohol or drugs (other than those taken under medical supervision but not for the treatment of drug addiction)
 - (vi) the treatment for drug addiction
 - (vii) committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind
 - (viii) the deliberate exposure to danger (except in an attempt to save human life)
 - (ix) any gainful occupation outside the **Business** specified in the Schedule
 - (x) any act which involves the use or release or the threat thereof of any nuclear weapon or any chemical or biological agents
- (g) sustained whilst or consequent upon or contributed to directly or indirectly by the **Insured Person** engaging in
 - (i) motorcycling (other than in respect of mopeds or scooters up to 50cc)
 - (ii) motor sports rallies or competitions speed or time trials
 - (iii) flying (including hot-air ballooning hang gliding and micro-lighting) other than as a passenger in a fully licensed passenger carrying aircraft
 - (iv) racing (other than on foot or whilst swimming)
 - (v) professional sporting activities of any kind
 - (vi) speed boating and/or power boating in vessels capable of speeds in excess of 20 knots yachting water-skiing

What is Covered	What is not Covered
	<ul style="list-style-type: none">(vii) parachuting parasailing or parascending(viii) mountaineering or rock climbing requiring the use of ropes ladders or guides pot-holing or caving(ix) martial arts boxing wrestling or judo(x) organised team football (including American Australian and Association football) ice hockey field hockey lacrosse curling shinty or rugby(xi) any form of swimming using breathing apparatus other than a snorkel(xii) winter sports of any form other than curling and skating(xiii) horse riding involving point to point events eventing steeple chasing cross country riding or fox hunting equestrian activities or show jumping(xiv) hunting or shooting

Special Conditions Applicable to this Section

Payments

- (a) No payment will be made in respect of Benefits 1 - 4 inclusive until the total amount due in respect of any one injury has been ascertained and no payment will be made under more than one of Benefits 1 - 4
- (b) No Benefit payable will carry any interest
- (c) The maximum compensation paid on a weekly basis under **Temporary Total Disablement** will not exceed the **Insured Person's** average weekly earnings (excluding overtime commission and bonuses)
- (d) Compensation under **Temporary Total Disablement** will not be paid for the first 14 days of such disablement unless the disablement period exceeds 14 consecutive days The compensation will be paid for a maximum period of 104 weeks on a monthly basis
- (e) Payments under **Temporary Total Disablement** will cease immediately if the **Insured Person** is able to attend or engage in work or employment or if compensation under any of Benefits 1 - 4 is necessary
- (f) Where compensation under **Temporary Total Disablement** is replaced with compensation under any of Benefits 1 - 4 the benefit payable will be adjusted to take account of the compensation already paid under the **Temporary Total Disablement** benefit

Accumulation limit

The maximum accumulation limit amount **We** will pay in compensation in respect of any one claim or series of claims arising out of or consequent upon (or contributed to directly or indirectly by) any one originating event will not exceed £250,000 If the aggregate amount of all benefits payable exceeds the maximum accumulation limit the benefit payable to each **Insured Person** will be proportionally reduced until the total of all benefits does not exceed the maximum accumulation limit

Medical

In the event of any disablement or an event which may give rise to a claim under this **Policy** the **Insured Person** must immediately place themselves under the care of a qualified medical practitioner and as often as required by **Us** submit to medical examination on **Our** behalf at **Our** expense

The **Insured Person** shall at their expense furnish all certificates and information in such form and of such nature as **We** may reasonably prescribe

In the event of death **We** will be entitled to a post-mortem examination at **Our** expense

Disappearance

In the event of the disappearance of an **Insured Person** if after a period of at least 52 weeks there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury** that **Insured Person** will be presumed to have died and the Death Benefit will become payable

If the **Insured Person** is found to be alive or is found to have been alive any compensation payment made under this Special Condition will be repaid to **Us**

Section 6 - Commercial Legal Expenses

This Full Cover Extension is only operative if shown as insured on the Schedule

Cover under this Section is provided by DAS Legal Expenses Insurance Company Limited. DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274.

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Conduct Authority.

This Section will cover the **Insured Person** in respect of any **Insured Incident** arising in connection with the **Business** shown in the Schedule.

DAS agree to provide the insurance in this section as long as:

- (a) the **Date of Occurrence** of the **Insured Incident** happens during the **Period of Insurance** and within the **Territorial Limits**; and
- (b) any legal proceedings will be dealt with by a court or other body which **DAS** agree to within the **Territorial Limits**; and
- (c) in any civil claims it is always more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence.

For all **Insured Incidents** **DAS** will help in appealing, or defending an appeal, as long as the **Insured Person** tells **us** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **Costs and Expenses** for appeals, **DAS** must agree that it is always more likely than not that an appeal will be successful.

If a **Representative** is used, **DAS** will pay the **Costs and Expenses** incurred for this.

DAS will pay Compensation Awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more events arising at the same time, or from the same originating cause, is shown as the limit of indemnity in the Schedule.

Definitions

Also refer to the Policy Definitions at the beginning of this **Policy**

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this section and a definition elsewhere in this **Policy**, the definition in this section will apply.

DAS

DAS Legal Expenses Insurance Company Limited

You, Your, The Policyholder

The person(s) or company named in the Schedule

Insured Person

The **Policyholder** and the directors, partners, managers and employees of the Policyholder

Representative

The lawyer, accountant or other suitably qualified person who has been appointed to act for an **Insured Person** in accordance with the terms of this Section

Full Enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of **Your** tax affairs excluding those enquiries which are limited to one or more specific aspects of **Your** self assessment and/or corporation tax return

Aspect Enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of **Your** self assessment and/or corporation tax return

Tax Intervention Enquiries

An examination by HM Revenue & Customs to measure the level of compliance in **Your** financial accounting records to highlight areas where errors have or may occur.

Date of Occurrence

- (1) For civil cases (other than under **Insured Incident - 6 Tax Protection**) the **Date of Occurrence** is when the cause of action first accrued
- (2) For criminal cases the **Date of Occurrence** is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question
- (3) For a **Full Enquiry** or **Aspect Enquiry** the **Date of Occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries
- (4) For **Tax Intervention Enquiries** the **Date of Occurrence** is when HM Revenue & Customs first contacts **You** in relation to commencing an intervention enquiry into **Your** business accounts
- (5) For Employer's Compliance and Value Added Tax disputes the **Date of Occurrence** is when the relevant authority sends an assessment or written decision to **You**

Costs and Expenses

1. Legal Costs

All reasonable and necessary costs chargeable by the **Representative** on a standard basis

Also costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them or pays them with the agreement of **DAS**

2. Accountants Costs

A reasonable amount in respect of all costs reasonably incurred by the **Representative**

3. Attendance Expenses

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any arbitration court or tribunal at the request of the **Representative** or while attending jury service. **DAS** will pay for each half or whole day that the court tribunal or the **Insured Person's** employer will not pay for.

The amount **DAS** will pay is based on the following

- (a) the time the **Insured Person** is off work including the time it takes to travel to and from the hearing This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) if the **Insured Person** works full time the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
- (c) if the **Insured Person** works part-time the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages

Territorial Limits

For **Insured Incident - 2 Legal Defence** (excluding 2. Legal Defence - Insured Incident (4) and 5. (B) **Bodily Injury**)

The European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Croatia Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

For all other **Insured Incidents**

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

1. Employment Disputes and Compensation Awards

What is Covered	What is not Covered
-----------------	---------------------

Insured Incidents

A. Employment Disputes

DAS will defend **Your** legal rights

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee

or

- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme

or

- (3) in legal proceedings in respect of any dispute with
 - (a) an employee; or ex-employee; or a trade union acting on behalf of an employee; or ex-employee; which arises out of or relates to a contract of employment with **You**

or

 - (b) an employee; prospective employee; or ex-employee; arising from an alleged breach of their statutory rights under employment legislation

- (1) Any claim in respect of damages for personal injury or **Damage** to property
- (2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005

B. Compensation Awards

DAS will pay

- (1) any basic and compensatory award and/or
- (2) an order for compensation following a breach of **Your** statutory duties under employment legislation

In respect of a claim **DAS** have accepted under **Insured Incident 1A**

Provided that

- (1) In cases relating to performance and/or conduct **You** have throughout the employment dispute either
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service

or

 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland

or

 - (c) sought and followed advice from the **DAS** legal advice service
- (2) 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

- (1) Any compensation award relating to the following:
 - trade union activities trade union membership or non-membership
 - pregnancy or maternity rights
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - statutory rights in relation to trustees of occupational pension schemes
 - statutory rights in relation to Sunday shop and betting work
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- (3) Any award ordered because **The Policyholder** has failed to provide relevant records to employees under the National Minimum Wage Laws.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a reinstatement or re-engagement order

What is Covered	What is not Covered
<p>(3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy You have sought and followed advice from the DAS Claims Department prior to serving notice of redundancy</p> <p>(4) The compensation is awarded by a 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</p> <p>(5) The total of the compensation awards payable by DAS shall not exceed £1,000,000 in any one Period of Insurance</p>	
<p>C. Service Occupancy</p> <p>DAS will negotiate for Your legal rights against an employee; or ex-employee; to cover possession of premises owned by or for which You are responsible</p>	<p>Any claim relating to defending Your legal rights other than defending a counter-claim</p>

2. Legal Defence

What is Covered	What is not Covered
<p>Insured Incidents</p> <p>At Your request</p> <p>(1) DAS will defend the Insured Person's legal rights</p> <p>(a) prior to the issue of legal proceedings when dealing with</p> <ul style="list-style-type: none"> - the Police - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer <p>where it is alleged that the Insured Person has or may have committed a criminal offence</p> <p>or</p> <p>(b) following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction</p> <p>or</p> <p>(c) if civil action is taken against the Insured Person for compensation under Section 13 of the Data Protection Act 1998. DAS will also pay any compensation award made against the Insured Person under Section 13 of the Data Protection Act 1998.</p> <p>(2) DAS will defend Your legal rights following 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</p> <p>(3) DAS will defend the Insured Person's (other than Your) legal rights if</p> <p>(a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex sexual orientation race disability age religious belief or political opinion</p> <p>or</p>	<p>Any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle</p>

What is Covered	What is not Covered
<p>(b) civil action is taken against them as a trustee of a pension fund set up for the benefit of Your employees</p> <p>(4) DAS will represent the Insured Person in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting Your Business</p> <p>(5) DAS will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration</p> <p>(6) DAS will pay the Attendance Expenses of an Insured Person for jury service</p> <p>Provided that</p> <p>(1) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned the Territorial Limit shall be any place where the Act applies</p> <p>(2) At the time of the Insured Incident You have registered with the Information Commissioner in respect of Insured Incident 2(1)(c)</p>	

3. Contract Disputes

What is Covered	What is not Covered
<p>Insured Incidents</p> <p>DAS will negotiate for Your legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on Your behalf for the purchase hire sale or provision of goods or services</p> <p>Provided that</p> <p>(1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000 You will be responsible for the first £500 of Legal Costs in each and every claim</p> <p>(2) If the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed £250</p> <p>(3) If the dispute relates to money owed to You a claim under the Policy is made within 90 days of the money becoming due and payable</p>	<p>(1) Any claim relating to the following:</p> <ul style="list-style-type: none"> - the settlement payable under an insurance policy; - a lease licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease licence or tenancy agreement; - a loan mortgage pension or any other financial product and choses in action; - 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 <p>(2) A dispute with an employee or ex-employee which arises out of or relates to a contract of employment with You</p> <p>(3) A dispute which arises out of the sale or provision of computer hardware software systems or services; or the purchase or hire of computer hardware software systems or services tailored by a supplier to Your own specification</p> <p>(4) A dispute arising from a breach or alleged breach of professional duty by an Insured Person</p> <p>(5) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists</p>

4. Debt Recovery

What is Covered	What is not Covered
<p>Insured Incident</p> <p>DAS will negotiate for Your legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services</p> <p>Provided that</p> <ol style="list-style-type: none"> (1) The debt exceeds £250 (2) A claim for debt recovery under this Section is made within 90 days of the money becoming due and payable. (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. 	<ol style="list-style-type: none"> (1) Any claim relating to the following: <ul style="list-style-type: none"> - the settlement payable under an insurance policy; - a lease licence or tenancy of land or buildings; - a loan mortgage pension or any other financial product and choses in action; - 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 (2) A dispute which arises out of the supply hire sale or provision of computer hardware software systems or services. (3) The recovery of money and interest due from another party where the other party intimates that a defence exists

5. Property Protection and Bodily Injury

What is Covered	What is not Covered
<p>Insured Incidents</p> <p>A. Property Protection</p> <p>DAS will negotiate for Your legal rights in any civil action relating to material property which is owned by or the responsibility of You following</p> <ol style="list-style-type: none"> (1) any event which causes or could cause physical damage to such material property <p>or</p> <ol style="list-style-type: none"> (2) any nuisance or trespass 	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> (1) a contract entered into by You; (2) goods in transit or goods lent or hired out; (3) 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; (4) mining subsidence; (5) defending Your legal rights other than in defending a counter-claim; (6) a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where You are engaged in the business of selling motor vehicles
<p>B. Bodily Injury</p> <p>At Your request DAS will negotiate for an Insured Person's and their family members legal rights following an event which causes the death of or bodily injury to them</p>	<p>Any claim relating to the following:</p> <ol style="list-style-type: none"> (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or (2) defending an Insured Person's or their family members' legal rights other than in defending a counter-claim; or (3) a motor vehicle owned or used by or hired or leased to an Insured Person or their family members

6. Tax Protection

What is Covered	What is not Covered
<p>Insured Incidents</p> <p>A. Full or Aspect Enquiry DAS will negotiate on Your behalf in respect of a Full Enquiry and/or Aspect Enquiry and represent You in any subsequent appeal proceedings</p> <p>B. Tax Intervention Enquiries DAS will negotiate on Your behalf and represent You in any dealings with HM Revenue & Customs in respect of a Tax Intervention Enquiry</p> <p>C. Employers' Compliance DAS will negotiate on Your behalf and represent You in any appeal proceedings in respect of a dispute concerning Your compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs</p> <p>D. VAT Disputes DAS will negotiate on Your behalf and represent You in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due</p> <p>Provided that</p> <p>(1) For all Insured Incidents You have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.</p> <p>(2) DAS will not pay more than £2,000 for Aspect Enquiries or Tax Intervention Enquiries</p>	<p>(1) In respect of Aspect Enquiries and Tax Intervention Enquiries the first £200 of Costs and Expenses in each and every claim</p> <p>(2) Any Insured Incident arising from a tax avoidance scheme</p> <p>(3) Any Insured Incident caused by Your failure to register for Value Added Tax</p> <p>(4) Any Insured Incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office</p> <p>(5) Any Insured Incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences</p>

General Conditions applicable to this Section

1. An **Insured Person** must
 - (a) keep to the terms and conditions of this Section
 - (b) notify **DAS** immediately of any alteration which may materially affect **DAS'** assessment of the risk
 - (c) take reasonable steps to keep any amount **DAS** have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **DAS** asks for in writing
 - (f) give **DAS** full details of any claim as soon as possible and give any information **DAS** needs

2.
 - (a) **DAS** can take over and conduct in the name of the **Insured Person** any claim or legal proceedings at anytime
DAS can negotiate any claim on behalf of an **Insured Person**
 - (b) **DAS** will choose the **Representative** to represent an **Insured Person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case an **Insured Person** is free to choose a **Representative** (by sending **DAS** a suitably qualified person's name and address) if:
 - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of the **Insured Person** in those proceedings; or
 - (ii) there is a conflict of interest
 - (c) Before an **Insured Person** chooses a lawyer or an accountant **DAS** can appoint a **Representative**
 - (d) A **Representative** will be appointed by **DAS** and represent an **Insured Person** according to **DAS's** standard terms of appointment. The **Representative** must co-operate fully with **DAS** at all times
 - (e) **DAS** will have direct contact with the **Representative**
 - (f) An **Insured Person** must co-operate fully with **DAS** and with the **Representative** and must keep **DAS** up-to-date with the progress of the claim
 - (g) An **Insured Person** must give the **Representative** any instructions that **DAS** require

3.
 - (a) An **Insured Person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **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** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings

4.
 - (a) If **DAS** ask an **Insured Person** they must tell the **Representative** to have **Costs and Expenses** taxed assessed or audited
 - (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** that are recovered

5. If a **Representative** refuses to continue acting for an **Insured Person** with good reason or the **Insured Person** dismisses a **Representative** without good reason the cover **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 a **Representative** the cover **DAS** provide will end at once and **DAS** will be entitled to re-claim any **Costs and Expenses** paid by **DAS**

7. If there is a disagreement about the way **DAS** handle a claim that is not resolved through their internal complaints procedure, **DAS** and the **Insured Person** can choose another suitably qualified person to arbitrate. **DAS** and the **Insured Person** must both agree to this in writing. If **DAS** cannot agree with the **Insured Person** about the choice of the second suitably qualified person **DAS** will ask the president of a relevant national law society to choose a suitably qualified person
Whoever loses the disagreement will have to pay the costs of settling it If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

8. **DAS** may at it's discretion require **You** to obtain an opinion from counsel at **Your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings the cost of obtaining the opinion will be paid by **DAS**

9. **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

General Exclusions applicable to this Section

DAS will not be liable for

1. Any claim reported to **DAS** more than 180 days after the date the **Insured Person** should have known about the **Insured Incident**
2. **Costs and Expenses** incurred before the written acceptance of a claim by **DAS**
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 Incidents 1(B) Compensation Awards** and **2 Legal Defence**
4. Any claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
5. Any claim relating to rights under a franchise or agency agreement entered into by **You**.
6. Any **Insured Incident** deliberately or intentionally caused by an **Insured Person**
7. A dispute with **DAS** not otherwise dealt with under General Condition 7 of this Section
8. Any claim relating to a shareholding or partnership share in **Your** business unless such shareholding was acquired under a scheme open to all **Your** employees or a substantial number of them of a certain grade other than the directors or partners
9. An application for Judicial Review.
10. Legal action an **Insured Person** takes which **DAS** or the **Representative** have not agreed to or where the **Insured Person** does anything that hinders **DAS** or the **Representative**
11. When either at the commencement of or during the course of a claim **You** are bankrupt or has filed a bankruptcy petition or winding-up petition or has made arrangement with **Your** creditors or has entered into a deed of arrangement or is in liquidation or part or all of **Your** affairs or **Property** are in the care or control of a receiver or administrators.
12. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

Claims Reporting

To make a claim under Section 6 – Commercial Legal Expenses please telephone **DAS** on 0845 465 0030. **DAS** 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 Section, **DAS** will provide **You** with a claim reference number. At this point **DAS** will not be able to confirm that **You** are covered but will pass the information **You** have given to **DAS** to their claims handling teams who will explain what to do next

Please do not ring this number to report a general insurance claim.

If **You** would prefer to report **Your** claim in writing please send to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively **You** can e-mail **Your** claim to **DAS** at newclaims@das.co.uk

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves. Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **You** do **DAS** may not pay the costs involved

General Policy Conditions

Each Section of the **Policy** has conditions and they must be read in conjunction with the following Policy Conditions

A Alteration of Risk

We will not be liable to make any payment under this **Policy** if

- (a) there has been any material alteration in the **Business** or the occupancy or duties of **You** or **Your Employees** which increases the risk of **Damage** or **Injury**
- (b) **Your** interest ceases unless this is brought about by will or operation of law
- (c) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued unless **We** have accepted the alteration

B Cancellation

Cancellation by Insurer

We are not bound to accept any renewal of this **Policy**

We may cancel this **Policy** (or any Section of it) at any time and in any **Period of Insurance** by giving 21 days written notice by post to **You** at **Your** last known address

This termination will be without prejudice to any of **Your** or **Our** rights or claims prior to the expiration of such notice

Return of Premium

You will be entitled to the return of a proportionate amount of the premium corresponding to the unexpired **Period of Insurance**

Provided that during the current **Period of Insurance** there have been

- (a) no claims made under the **Policy** for which **We** have made or agreed to make a payment
- (b) no claims made under the **Policy** which are still under consideration
- (c) no incidents advised that could give rise to a claim

Cancellation by Insured

You may cancel this **Policy** either in the first 14 days of the **Period of Insurance** (this is known as the "cooling off" period) or at any other time during the **Period of Insurance** after the expiry of the cooling off period

Return of Premium

- (a) If **You** elect to cancel the **Policy** within the cooling off period **We** will refund the full amount of the premium paid to **You** unless a claim has been made where **We** have made or agreed to make a payment or which is under consideration or an incident advised that could give rise to a claim when the **Policy** will be treated by **Us** as in force and no refund of premium will be made
- (b) If **You** elect to cancel the **Policy** after the cooling off period has expired **You** must give 14 days notice in writing to **Us** **Your** insurance adviser or iprism and **You** will be entitled to the return of a proportionate amount of the premium corresponding to the unexpired **Period of Insurance** unless a claim has been made where **We** have made or agreed to make a payment or which is under consideration or an incident advised that could give rise to a claim when no refund of premium for the **Period of Insurance** will be made

When Your premiums are paid by the iprism instalment plan

If the **Policy** is cancelled by **Us** or by **You**

- (a) Any outstanding balance of **Your** loan and any additional charges levied by the finance provider in accordance with the terms and conditions of **Your** credit agreement will be deducted from any return of premium due to **You**
- (b) **You** will become liable for the difference if the return premium is less than the balance due to the loan provider
- (c) **We** reserve the right to cancel the policy in the event of default under any iprism instalment plan

Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above **You** shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance

C Contracts (Rights of Third Parties) Act 1999

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

D Identification

The **Policy** Schedule and any **Endorsements** will be read as one document
A particular word or phrase which is not defined will have its ordinary meaning

E Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage property lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable

F Non Disclosure Misrepresentation or Misdescription

This **Policy** will be voidable if **You** or anyone acting for **You** fails to disclose misrepresents or misdescribes any material fact

G Number of Persons

The premium for this **Policy** is based on the total number of persons stated in the Schedule It is **Your** responsibility to notify **Us** immediately if the number of persons changes

H Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this **Policy** will be conditions precedent to **Our** liability to make any payment under this **Policy**

I Reasonable Precautions

You must

- (a) maintain any premises machinery plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
 - (i) **Damage** to the property insured
 - (ii) **Injury** to any person or **Damage** to their property
- (c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require
- (d) exercise care in the selection and supervision of **Employees**
- (e) exercise care in the selection of bona-fide sub-contractors
- (f) comply with all relevant legal requirements safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner
- (g) keep books with a complete record of purchase and sales

J Subjectivity

This **Policy** and **Proposal** should be read together and form the contract of insurance between **You** and **Us**

- (a) **We** will clearly state in the Schedule if the cover provided by the **Policy** is subject to **You**
 - (i) providing **Us** with any additional information requested by the required date(s)
 - (ii) completing any actions agreed between **You** and **Us** by the required date(s)
 - (iii) allowing **Us** to complete any actions agreed between **You** and **Us**
- (b) If required by **Us** **You** must allow **Us** access to the **Business** to carry out survey(s) within 60 days of the inception or renewal date unless **We** agree otherwise in writing

If **We** have made cover under this **Policy** subject to **You** completing and continuing to comply with throughout the currency of the **Policy** all the Risk Improvements made by **Our** Risk Advisor then any risk improvement requirements identified at the time of the survey are to be completed within the individual timescales specified in the Risk Improvement report

Upon completion of these requirements (or if they are not completed by the required dates) **We** may at **Our** option

- (a) modify **Your** premium
- (b) issue a mid-term amendment to **Your Policy** or Section terms and conditions
- (c) require **You** to make alterations to any storage location insured by the required date(s)
- (d) exercise **Our** right to cancel **Your Policy**
- (e) leave the **Policy** or Section terms and conditions and **Your** premium unaltered

We will contact **You** with **Our** decision and where applicable specify the date(s) by which any action(s) agreed needs to be completed by **You** and/or any decision by **Us** will take effect

Our requirements and decisions will take effect from the date(s) specified unless and until **We** agree otherwise in writing. If **You** disagree with **Our** requirements and/or decisions **We** will consider **Your** comments and where **We** consider appropriate will continue to negotiate with **You** to resolve the matter to **Your** and **Our** satisfaction

In the event that the matter cannot be resolved

- (a) **You** have the right to cancel this **Policy** from a date agreed by **You** and **Us** and providing no claims have been made **We** will refund a proportionate part of the premium paid for the unexpired period of cover
- (b) **We** may at **Our** option exercise **Our** right under General Policy Condition B Cancellation

Except where stated all other **Policy** and Section terms and conditions will continue to apply

The above conditions do not affect **Our** right to void the policy if **We** discover information material to **Our** acceptance of the risk

General Policy Exclusions

The following General Policy Exclusions apply to all Sections of the **Policy** and all Clauses Extensions and **Endorsements** unless otherwise stated

We will not be liable for any claim in respect of

A Date Recognition

Damage or Liability of whatsoever nature directly or indirectly caused by contributed to by or arising from

- (a) any actual or alleged failure of any **Computer Equipment** whether or not owned by **You** or in **Your** possession to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute)
 - (i) any **Date/Time Material**
 - (ii) any data or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it
- (b) any actual or alleged failure to provide or inadequacy of any services whether provided by **You** or by any other person or persons due to any actual or alleged failure or inability described in paragraph (a) above
- (c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by **You** or on **Your** behalf to determine rectify or test any potential or actual problem described in paragraph (a) above

For the purposes of this Exclusion

- (a) **Computer Equipment** means
 - (i) computer hardware including microprocessors
 - (ii) computer application software
 - (iii) computer operating systems or related software
 - (iv) computer networks
 - (v) microprocessors (computer chips) not part of any computer system
 - (vi) any other computerised or electronic equipment
 - (vii) any other equipment which directly or indirectly contains uses or relies upon in any manner of the items referred to in (i) to (vi) above
- (b) **Date/Time Material** means dates times or data or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered

B Electrical Plant

Damage to any electrical plant or electrical appliance ie dynamo transformer motor or other working electrical machinery apparatus or fittings (other than in respect of **Hired in Plant** for which **You** are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement) directly caused by its own over-running short-circuiting excessive pressure or self heating but should fire extend to and **Damage** any other part of the plant or appliances or other property insured hereby such **Damage** is not excluded by the **Policy**

C Excluded Property and Contingencies

Loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

D Fines or Penalties

The cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

E Fraud

- (a) loss or damage or destruction by fraud forgery or deception
- (b) theft or any attempt thereat in which any director partner **Employee** or any member of **Your** family is concerned as principal or accessory

F Indirect Loss

Any **Indirect Loss** unless specifically stated in the **Policy**

G Loss of Data and E Risk

- (a) **Damage to Data** arising out of but not limited to
 - (i) loss destruction or corruption of **Data** whether in whole or part
 - (ii) unauthorised appropriation use access or modification of **Data**
 - (iii) unauthorised transmission of **Data** to any third parties
 - (iv) misinterpretation use or misuse of **Data**
 - (v) operator error
- (b) **Damage** arising directly or indirectly from
 - (i) the transmission or impact of any **Virus or Similar Mechanism**
 - (ii) **Hacking**
 - (iii) **Denial of Service Attack**
 - (iv) **Failure of a System**
 - (v) anything described in paragraph (a) above

but this will not exclude in respect of Section 3 Tools and Business Equipment and Section 4 Contract Works Own and Hired in Plant **Damage** not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is insured by the Section

H Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of

- (a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons
- (b) **Terrorism** as defined in Exclusion M Terrorism

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** loss expense or **Indirect Loss** is covered will be upon **You**

I Pollution or Contamination (Applicable to Sections 3 and 4)

Damage caused by or arising from pollution or contamination but this will not exclude **Damage** caused by

- (a) pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers malicious persons theft involving physical force or violence earthquake storm flood escape of water from any tank apparatus or pipe or impact by any road vehicle or animal
- (b) any of the contingencies in (a) above which itself results from pollution or contamination

J Pressure Waves

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

K Radioactive Contamination Nuclear Risks

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

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

L Sanctions

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any business or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation

M Terrorism

Not applicable to Section 5 - Personal Accident

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other cause or event contributing concurrently or in any other sequence of the loss

(i) **Terrorism**

(ii) any action taken in controlling preventing suppressing or in any way relating to **Terrorism**

except as stated in the following Liability Provision

For the purpose of this Exclusion and the Liability Provision

Terrorism shall mean

Any act or acts (including but not limited to the use or threat of force and/or violence and/or harm or **Damage** to life or to property) of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear

In any action suit or other proceedings where **We** allege that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Indirect Loss** or liability is not covered by this insurance or is only covered up to a specified amount the burden of proving such **Damage** loss expense or **Indirect Loss** or liability is covered or is covered beyond the specified amount will be upon **You**

Liability Provision

Subject otherwise to the terms Definitions Exclusions exceptions provisions and Conditions of this **Policy**

(a) **Where Section 1 Public Liability is Operative**

We will indemnify **You** under Section 1 - Public Liability against legal liability for **Compensation** and **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism**

Provided that **Our** liability for **Compensation** will not exceed

(i) other than in respect of **Products** or **Pollution and Contamination** the amount stated as the Limit of Liability on the Schedule or £2,000,000 whichever is the lower in respect of any one **Event**

(ii) in respect of **Products** or **Pollution and Contamination** the amount stated as the Limit of Liability on the Schedule or £2,000,000 whichever is the lower for all **Events** occurring during any one **Period of Insurance**

(b) **Where Section 2 Employers Liability is Operative**

We will indemnify **You** under Section 2 - Employers Liability provided that in respect of any one **Event** **Our** liability in respect of **Compensation** and **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism** will not exceed £5,000,000

N War and Government Action

Damage to any property whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event

War

Government Action

For the purpose of this Exclusion

War shall mean

war invasion acts of foreign enemies hostilities or warlike operation or operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to an uprising military uprising insurrection rebellion revolution or military or usurped power

Government Action shall mean

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

O Water Table

Any **Damage** attributable solely to a change in the Water Table level

Claims Conditions

A Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will

- (a) tell **Us** immediately and no later than
 - (i) 30 days of **Your** becoming aware of the event or occurrence
 - or
 - (ii) 7 days in the case of **Damage** caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious personsprovide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage** accident or **Injury** including the amount of the claim
- (b) notify the police immediately of **Damage** caused by malicious persons or thieves
- (c) take all reasonable steps to recover property lost or otherwise minimise the claim
- (d) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent
- (e) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**
- (f) tell **Us** immediately of any impending prosecution inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document
- (g) provide **Us** with such books of account or other Business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- (h) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter
- (i) in respect of Section 5 Personal Accident provide **Us** at **Your** expense all certificates and evidence required by **Us** and **You** or any **Employee** insured under this Section shall as often as required by **Us** submit to medical examination at **Our** expense

B Our Control Of Claims

We will be entitled

- (a) on the happening of any **Damage** to the property insured to enter take and keep possession of the building where **Damage** has happened and to take and keep possession of the **Property** insured and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose
- (b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event insured by this **Policy** and **You** will give all information and assistance required
- (c) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- (d) at **Our** option to either
 - (i) repair or replace the property or any part of the property for which **We** may be liable under this **Policy**
 - or
 - (ii) make payment in money to **You** in lieu of such repair or replacement

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**

C Arbitration

If **We** accept liability but **You** disagree with the amount **We** offer to pay the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**

D Contribution

Applicable to Section 1 Public Liability and Section 2 Employers Liability

- (a) if the insurance provided by these Sections is also covered by another **Policy** (or would be but for the existence of these Sections) **We** will only indemnify **You** in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected

Applicable to all other Sections insured by this **Policy**

- (a) where **Damage** or liability covered by the **Policy** is also covered by another **Policy** (or would be but for the existence of this **Policy**) **We** will only pay a rateable share of the loss
- (b) if the other insurance is subject to a condition of average and this **Policy** is not this **Policy** will become subject to the same condition of average
- (c) if the property insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part the payment **We** make will be limited to the proportion of **Damage** as the Sum Insured bears to the value of the property

E Discharge of Liability

Not applicable to Section 2 - Employers Liability

We may pay the Limit of Indemnity or the Sum Insured or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment

F Subrogation

Any claimant under this **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**

G Fraud

This **Policy** shall be voidable from the date of the loss or alleged loss

- (a) if a claim made by **You** or anyone acting for **You** to obtain a **Policy** benefit is fraudulent or intentionally exaggerated
or
- (b) a false declaration or statement is made in support of a claim
or
- (c) if any loss damage or destruction is occasioned by the wilful act or with the connivance of **You** or any director or partner

H Repayment of Excess

You will repay to **Us** the amount of any **Excess** for which **We** have made payment



iprism Underwriting Agency Limited
133 Houndsditch
London EC3A 7BX
Tel: 0845 465 1000

Registered in England No. 5604278
Authorised and regulated by the Financial Conduct
Authority FCA Register number 460209