Cleaner Saver

# Insurance policy

## Cleaner Saver

Please read this document carefully.
Should you have any questions, please contact us.

Thank You for choosing Cleaner Saver Insurance.

This is Your Cleaner Saver Policy. It sets out the details of Your insurance contract with Covéa plc and ARAG plc.

This insurance is underwritten and administered by Covea Insurance plc, other than in respect of the Essential Business Legal Expenses Section which is arranged by Cleaner Saver (Henry Seymour & Co) and underwritten and administered by ARAG plc on behalf of the Insurer, ARAG Legal Expenses Insurance Company Limited.

Your premium has been calculated upon the information shown in the Policy Schedule and recorded in Your Statement of Fact.

Please read the Policy and Schedule carefully to ensure that the cover meets Your requirements.

Please contact Cleaner Saver (Henry Seymour & Co) if You have any questions or if You wish to make any adjustments.

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# Contact Numbers

**1. To make a claim under section(s) other than the Essential Business Legal Expenses Section:**

Commercial Care Line - 0330 024 2266

Should You be unfortunate enough to have to make a claim, other than under the legal expenses section, Covéa Insurance Commercial Care Line will manage all aspects of the claim for You from the time it is reported.

- **Dedicated telephone number** – 0330 024 2266
- **By E-mail** – newcommercialclaims@coveainsurance.co.uk
- **In writing** – Covéa Insurance Commercial Care Line, A&B Mills, Dean Clough, Halifax, HX3 5AX

Covéa Insurance Commercial Care Line is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of Your claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of Your claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

Our aim is to bring Your claim to a speedy and satisfactory conclusion.

**2. To make claim under the Essential Business Legal Expenses Section:**

Please contact ARAG in the event that you need to make a claim including if you are considering carrying out a redundancy.

**Claims telephone number**: 0330 303 1955 or report online at www.arag.co.uk/newclaims

1. Under no circumstances should You instruct Your own lawyer or accountant as ARAG will not pay the costs incurred and it could invalidate Your cover.
2. If You instruct Your own solicitor or accountant without telling ARAG, You will be liable for costs that are not covered by this Section.
3. A claim can be made online at www.arag.co.uk/newclaims. Alternatively You can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling ARAG on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
4. The completed application and supporting documentation can be submitted online or sent to ARAG by email, or post. Further details are set out on ARAG's website. ARAG will send an acknowledgment by the end of the next working day after receiving the claim.
5. Within five working days of receiving all the information needed to assess the availability of cover under the policy, ARAG will contact the Person-Insured either:
   a) confirming cover under the terms of this policy and advising them of the next steps to progress their claim; or
   b) if the claim is not covered, ARAG will explain in full the reason(s) why, and advise whether they can assist in another way.
6. When a representative is appointed, they will try to resolve the dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.

# Customer Information

**Registration and Regulatory Information**

For sections other than Essential Business Legal, insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: A&B Mills, Dean Clough, Halifax, HX3 5AX. Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register.

For Essential Business Legal, cover is provided by ARAG plc on behalf of the Insurer, ARAG Legal Expenses Insurance Company Limited.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the Insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

**Complaints Procedure under sections *other than the Essential Business Legal Expenses Section*:**

**(For the Complaints Procedure for the Essential Business Legal section, see Page 49)**

It is always Our intention to provide a first class standard of service. However, We do appreciate that occasionally things go wrong. In some cases, Cleaner Saver (Henry Seymour & Co), who arranged Your insurance will be able to resolve any concerns, particularly if Your complaint relates to the way the Policy was sold, and You should contact them directly.

Alternatively, please contact Us using the following details, quoting Your Policy or claim number:
Customer Relations, Covéa Insurance,
A&B Mills, Dean Clough, Halifax, HX3 5AX
Telephone: 0330 221 0444
Website: www.coveainsurance.co.uk
Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in Our leaflet 'Complaints Procedure' which is available on request or may be downloaded from Our website at: www.coveainsurance.co.uk/complaints.

You may be eligible to refer Your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if Your complaint is eligible when You contact them.

Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

**Financial Services Compensation Scheme**
We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to receive compensation from the scheme if We cannot meet Our obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU www.fscs.org.uk.

**Choice of Law**
The parties to an insurance contract are free to choose the law that will apply. Unless We agree in writing with You or it is stated otherwise in this Policy, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where You have Your principal place of business. If there is any dispute, the law of England and Wales shall apply.

**How to Cancel Your Policy**
If You do not want to accept the Policy You have the right to cancel it within 14 days from the date of purchase of Your Policy or the day You receive Your Policy documentation, whichever is later. To do this You must return the Policy documentation to Cleaner Saver (Henry Seymour & Co) when giving Your instruction to cancel.

If cover has not yet started, a full refund will be given. If cover has started We will refund the premium for the exact number of days left on the Policy, less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance. We will also do this if You want to cancel the Policy within 14 days after the renewal date.

You may cancel the Policy at any other time by contacting Cleaner Saver (Henry Seymour & Co).

If You cancel Your Policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, We will not refund any part of the premium. If You have a Loan Agreement with Covéa Insurance, all outstanding monies must be paid to Us as described in Your Loan Agreement.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current Period of Insurance, We will refund the premium for the exact number of days left on the Policy less an additional charge of £25 plus the prevailing rate of Insurance Premium Tax as stated on Your Policy Schedule.

For Our rights to cancel Your Policy please see the Our Rights to Cancel the Policy Condition under the General Conditions Section.

**How We Use Your Information (all sections other than Essential Business Legal Expenses)**

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when We process Your personal information under Our full Privacy Policy.

The personal information, provided by You, is collected by or on behalf of Covea Insurance plc ('We, Us, Our') and may be used by Us, Our employees, agents and service providers acting under Our instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process Your information for a number of different purposes. For each purpose We must have a legal ground for such processing. When the information that We process is classed as "sensitive personal information", We must have a specific additional legal ground for such processing.

Generally, We will rely on the following legal grounds:

- It is necessary for Us to process Your personal information to provide Your insurance Policy and services. We will rely on this for activities such as assessing Your application, managing Your insurance Policy, handling claims and providing other services to You.
- We have an appropriate business need to process Your personal information and such business need does not cause harm to You. We will rely on this for activities such as maintaining Our business records and developing, improving Our products and services.
- We have a legal or regulatory obligation to use such personal information.
- We need to use such personal information to establish, exercise or defend Our legal rights.
- You have provided Your consent to Our use of Your personal information, including sensitive personal information.

**How We Share Your Information**

In order to sell, manage and provide Our products and services, prevent fraud and comply with legal and regulatory requirements, We may need to share Your information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on Our, or Your behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

**Marketing**

We will not use Your information or pass it on to any other person for the purposes of marketing further products or services to You unless You have consented to this.

**Fraud Prevention and Detection**

In order to prevent or detect fraud and money laundering We will check Your details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. You can find further details in Our full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances We conduct credit reference checks and how these checks might affect Your credit rating.

**Automated Decisions**

We may use automated tools with decision making to assess Your application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether We are able to offer insurance, the appropriate price for Your Policy or whether We can accept Your claim. If You object to an automated decision, We may not be able to offer You an insurance quotation or renewal.

**How to Contact Us**

Please contact Us if You have any questions about Our Privacy Policy or the information We hold about You:
The Data Protection Officer,
Covea Insurance plc,
A&B Mills
Dean Clough
Halifax
HX3 5AX
or email: dataprotection@coveainsurance.co.uk

**How we use your Information (Essential Business Legal Section Only)**

This is a summary of how ARAG, on behalf of the Insurer, collect, use, share and store personal information. To view ARAG's full privacy statement, please see the website https://www.arag.co.uk/data-legal/privacy-notice/

**Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, they undertake that it shall only be used in accordance with the privacy statement. ARAG may also collect information for other parties such as suppliers they appoint to process the handling of a claim.

**Using personal or sensitive information**

The reason ARAG collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

**Keeping personal information**

ARAG shall not keep personal information for any longer than necessary.

**Your rights**

Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data they hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when ARAG will not be able to delete personal data, please refer to their full privacy statement.

**Employers Liability Tracing Office**

Certain information relating to Your insurance Policy including, without limitation, the Policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment-related Injury or disease arising out of their course of Employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

• to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of Employment;

and

• to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO. The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance Policy You will be deemed to specifically consent to the use of Your insurance Policy data in this way and for these purposes.

# Introduction

Each Section of this Policy, the Schedule and any Endorsements, together with this Introduction, Customer Information and the Definitions, General Conditions and General Exceptions shall be read as one document.

Any word or expression given a specific meaning in:
1. the Schedule, and Policy Endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exceptions shall have the same meaning throughout the Policy unless We state otherwise.

2. an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement unless We state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter within the Policy wording.

In return for You having paid or agreed to pay the premium for the Period of Insurance, We will indemnify You, subject to the terms contained in or endorsed on the Policy, in respect of loss, damage or liability or pay other benefits which fall within the operative Sections of this Policy, provided that the loss, damage or Injury which gives rise to the claim occurs (or in the case of the Employers' Liability Section is caused) during the Period of Insurance and in connection with the Business.

The Schedule shows the Sections of the Policy that are operative.

**IMPORTANT**
This Policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore You should ensure that any information You have provided to Us and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where You have provided Us with information which relates to matters of Your expectation or belief, it does not matter if such information turns out to be inaccurate provided that You acted in good faith when You provided Us with such information. If You do not comply with Your duty to make a fair presentation of the risk, Your Policy may not be valid or the Policy may not cover You fully or at all.

You must also tell Us about any facts or changes which affect Your insurance and which have occurred either since the Policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Cleaner Saver (Henry Seymour & Co). If You do not tell Us about relevant changes, Your Policy may not be valid or the Policy may not cover You fully or at all.

You should keep a written record (including copies of letters) of any information You give Us or Cleaner Saver (Henry Seymour & Co).

# General 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 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 General Definitions

**We/Us/Our**

Covea Insurance plc or ARAG plc in respect of the Essential Business Legal Expenses Section, (who is authorised under a binding authority agreement to administer this insurance on behalf of ARAG Legal Expenses Insurance Company Limited

**You/Your/Policyholder**

The person(s) or Company shown in the Schedule as the Policyholder

**Business**

Activities directly connected with the Business described in the Statement of Fact and specified in the Schedule

**Policy**

Policy is made up of a number of documents These documents are the:

a. Policy wording
b. Schedule
c. Endorsements
d. Notice to Policyholders
e. Statement of Fact or proposal form

**Pollution or Contamination**

1. All pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. All Injury or Damage directly or indirectly caused by such Pollution or Contamination

**Condition Precedent**

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss.

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

**Damage**

Accidental loss destruction or damage

**Employee**

Any person working under Your control in connection with the Business who is:

1. under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis under Your control or supervision
6. a driver or operator of hired in plant
7. a trainee or person undergoing work experience
8. a voluntary helper
9. persons working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. at Your request outworkers or home workers employed under contracts to execute personally any work in connection with the Business

**Excess**

The first amount of each and every claim for which You shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub section of this Policy

**Injury**

Bodily injury including death illness or disease

**Limit of Liability**

The Limit of Liability stated in the Schedule

**Period of Insurance**

The period shown in the Schedule for which We accept Your Premium

**Premises**

The part of the Premises at the address or addresses specified in the Statement of Fact being built of brick stone or concrete and roofed of slate tile or other mainly non combustible material and described in the Schedule used by You as the base for Your Business

**Property**

Material property

**Schedule**

The Schedule for the time being in force showing the cover which applies

**Statement of Fact**

This is a record of the information that You provided to Cleaner Saver (Henry Seymour & Co) about You and Your Business upon which Your insurance quotation is based

**Sum Insured**

The Sum Insured stated in the Schedule

# General Conditions

Each Section of the Policy contains conditions and must be read in conjuction with the following General Conditions which apply to all Sections unless otherwise stated

**Claims Procedure**

It is a Condition Precedent to Our liability under this Policy that:

1. You will provide written notice to Us immediately You have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess and pass to Us immediately on receipt every letter claim writ summons and process in connection with any claim
2. You will notify the police immediately of Damage caused by malicious persons or thieves
3. You will at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within:
   a. 30 days of Your becoming aware of the event or occurrence
   b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons

   or such further time that We may allow
4. You will provide Us with all information and help We require in respect of the claim
5. You will pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
6. You will not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
7. You will carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
8. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to:
   a. enter or take possession of the Premises
   b. take possession of or require to be delivered to Us Property Insured which We will deal with in a reasonable manner
   c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim

   without incurring liability or reducing Our rights
9. We will not pay for loss destruction or damage or provide cover under the Legal Liabilities Section if You or anyone acting on Your behalf:
   a. do not comply with Our requirements
   b. hinder or obstruct Us

   You are not entitled to abandon Property to Us

**Change of Risk**

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change:

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must:

- discuss it with Your insurance agent or
- disclose it to Us

Upon being notified of any such change We may at Our absolute discretion:

1. continue to provide cover under the appropriate Section on the same terms
2. restrict the cover provided by the Section
3. impose additional terms
4. alter the premium
5. cancel the Section and or the Policy

If You fail to notify Us of any such change We may at Our absolute discretion:

- treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
- treat the Section and the Policy as if it had contained such terms other tham relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
- reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

**Contribution**

Applicable to the Legal Liabilities Section and Essential Business Legal Expenses Section

a. If the insurance provided by these sections is also covered by another Policy (or would 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 any 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 be become subject to the same condition of average
c. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

**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

**Discharge of Liability**

We may at any time pay:

1. the Limit of Liability or the Limit of Indemnity or
2. the Sum Insured or
3. a smaller amount for which a claim can be settled after deduction of any sum already paid We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

**Fraud**

If You or anyone acting on Your behalf to obtain a benefit under this Policy:

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will:

(a) refuse to pay the whole of the claim and

(b) recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will:

- have no cover under the Policy from the date of the termination and
- not be entitled to any refund of premium

**Interest Clause**

The interests of third parties in the Property 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

**Fair Presentation of the Risk**

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy

Should You be in any doubt as to whether information should be presented to Us You must:

- discuss it with Your insurance agent or
- disclose it to Us

2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to: make a fair presentation is
   a. deliberate or reckless or
   b. of such other nature that if You had made a fair presentation We would not have issued the Policy

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion:
    a. reduce proportionately the amount paid or payable on any claim the proportion for which We are laible being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
    b. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to:

(i) avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)

(ii) refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires

(iii) issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires

(iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

**Other Insurances**

If at the time a claim arises there be any other insurance effected by You or on Your behalf applicable to such event Our liability shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy whether in whole or in part or from contributing rateably then Our liability hereunder shall be limited in respect of such Damage to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

**Our Rights to Cancel the Policy**

We or any agent appointed by Us and acting with Our authority have the right to cancel Your Policy where there is a valid reason for doing so. We will give You fourteen days notice of cancellation in writing, by recorded delivery, to the latest address We have for You and will set out Our reason for cancellation in Our letter.

Valid reasons may include but are not limited to:

1. not:
    a. paying a premium when it is due
    b. cooperating with Us, or sending Us information or documentation that materially affects Our ability to process the Policy or Our ability to defend Our interests
    c. taking all reasonable precautions to prevent or minimise Damage accident or Injury as required by General Conditions – Reasonable Care of this Policy and failing to put this right when We ask You to by sending You seven days written notice to Your latest address
2. use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers.

If We cancel Your Policy, We will refund the premium for the exact number of days left on the Policy.
If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current Period of Insurance, We will not refund any part of the premium.

If You have a Loan Agreement with Us to pay for Your insurance, outstanding monies may be owed when Your Policy is cancelled. They must be paid to Us as described in Your Loan Agreement.
For Your rights to cancel the Policy please see “How to Cancel Your Policy” at the start of this Policy document.

**Subjectivity Condition**

If this Policy has been issued or renewed subject to the following requirements:

(1) (a) You providing Us with any additional information requested
(b) You completing any actions agreed between You and Us
(c) You allowing Us to complete any actions agreed between You and Us
by the required date(s)

(2) You allowing Us access to The Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date unless We agree otherwise in writing

(3) You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s)

and You do not complete these requirements by the required date(s), then We may at Our absolute discretion:

(a) modify the premium
(b) issue a mid-term amendment to the Policy or Section terms conditions and exceptions
(c) exercise Our right to cancel the Policy
(d) leave the Policy or Section terms conditions and exceptions and the premium, unaltered

We will contact You with Our decision and where applicable specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity.
If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.
If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.
To the extent that this condition conflicts with any other cancellation condition then this condition shall prevail
Except in so far as they are expressly varied by this condition all of the terms conditions exceptions and limits of this Policy and of the Sections of the Policy shall continue to apply until We advise You otherwise

**Reasonable Care**

It is a Condition Precedent to Our liability under this Policy that You:

1. take all reasonable care to prevent or minimise any circumstances or to cease any activity which may cause Damage accident or Injury
2. exercise care in the selection and supervision of Employees
3. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
4. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

**Reinstatement**

When We decide or are required to reinstate or replace any Property You will at Your expense provide:

1. plans
2. documents
3. books
4. information

which We require.

**Sanctions**

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of Our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, United States of America or European Union.

**Statement of Fact**

This is a record of the information that You provided to Cleaner Saver (Henry Seymour & Co) about You and Your Business upon which Your insurance quotation is based.

**Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to enforce a right or remedy or obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

**Language**

The contractual terms conditions Exceptions and other information relating to this Policy will be in the English language.

# General Exceptions

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

This Policy does not cover:

**Radioactive Contamination**

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of:

1. ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter
4. the radioactive toxic explosive or other hazardous or contaminating properties of any radioactive matter, but the Exception in this paragraph 4. shall not extend to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
5. any chemical biological bio-chemical or electromagnetic weapon

As far as concerns Injury caused to any Employee of Yours if such Injury arises out of and in the course of employment or engagement of such person by You this Exception shall apply only in respect of:

a. the liability of any principal
b. liability assumed by You under agreement and which would not have attached in the absence of such agreement.

**War Government Action and Terrorism**

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
   a. War Government Action or Terrorism
   b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions

War shall mean war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military rising insurrection rebellion revolution or military or usurped power

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

Terrorism shall mean:

1. any act or preparation in respect of action or threat of action designed to influence the government de jure or de facto of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government de jure or de facto and which:
    a. involves serious violence against a person
    b. involves serious damage to property
    c. endangers a person's life other than that of the person committing the action
    d. creates a serious risk to the health or safety of the public or a section of the public
    e. is designed to interfere with or seriously disrupt an electronic system.
2. any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where We allege that by reason of this Exception as far as it relates to Terrorism any Damage or resulting loss or expense or consequential loss is not covered by this insurance the burden of proving that such Damage loss expense or consequential loss is covered shall be upon You

Liability Provisions

Subject otherwise to the terms definitions exceptions provisions and conditions of this Policy and its Legal Liabilities Section:

1. We will indemnify You under the Employers' Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Products Liability Sub-Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed:
   in respect of or arising out of any one claim or series of claims arising out of one event £2,000,000 or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance

**Pollution and Contamination** (This Exception does not apply to Legal Liabilities Section)

Damage caused by or arising from Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the Property insured caused by:

1. 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 other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any road vehicle or animal
2. any of the Contingencies in (1) above which itself results from Pollution or Contamination

**Electronic Risk**

(not applicable to the Public Liability Sub-Section, the Products Liability Sub-Section, the Employers' Liability Sub-Section and the Personal Accident Section if insured by this Policy)

1. loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

a. loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2.
b. loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data unless subject to the provisions of paragraph 3.

2. Notwithstanding paragraph 1. above, and subject to all terms, Conditions and Exceptions of this Policy or any endorsement thereto, this Policy covers physical damage to property insured under this Policy and any consequential loss directly resulting therefrom where such physical damage is directly occasioned by any of the Defined Perils as described below.
3. Notwithstanding sub paragraph 1. b. above, in the event that hardware or the Data storage device of a Computer System insured under this Policy sustains physical damage caused by a Defined Peril which results in damage to or loss of Data stored on that hardware or the Data storage device, then the damage to or loss of such Data shall be recoverable hereunder and the basis of valuation for the recovery of the damaged or lost Data shall only be the costs of reproducing Data if such costs are indemnified under this Policy. Such costs shall include all reasonable and necessary expenses incurred in recreating, gathering or assembling such Data, but does not include the value of the Data to You or any other party even if such Data cannot be recreated, gathered or assembled.

For the purposes of this Exception the following Definitions apply:

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

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

Defined Peril means fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

**Sonic Bangs**

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

**Communicable Disease**

(not applicable to the Public Liability Sub-Section, the Products Liability Sub-Section, the Employers Liability Sub-Section and the Professional Indemnity Section if insured by this Policy)

1. any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with:
   a. a Communicable Disease; or
   b. the fear or threat (whether actual or perceived) of a Communicable Disease

   regardless of any other cause or event contributing concurrently or in any other sequence thereto.

   The above Exception includes, without limitation to the scope of the foregoing:
   i. any cost to clean up, detoxify, remove, monitor or test:
      (a) for a Communicable Disease; or

(b) any property insured hereunder that is affected by such Communicable Disease, and

ii. any measures taken by any governmental, public or other authority or any other person for the prevention, suppression, mitigation, cleaning or removal of any Communicable Disease.

2. However, paragraph **(a)** shall not apply to physical loss or destruction of, or physical damage to, property and any resulting consequential loss, to the extent that You establish that such physical loss, destruction or damage was directly caused by:
   a. Terrorism (as defined in this Policy), or
   b. a Defined Peril as described below

   where specifically insured by this insurance.

All other terms, Conditions and Exceptions of the insurance remain the same.

For the purposes of this Exception the following Definitions apply:

Communicable Disease means any type of disease or illness which can be transmitted by means of any substance or agent from any organism to another organism where:

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

Defined Peril means one of the following perils if specifically insured by this insurance:

Fire (howsoever caused); lightning; explosion; aircraft and aerial devices dropped from them; riot; civil commotion; strikers; damage caused by malicious persons; windstorm; rainstorm; hail; tornado; cyclone; typhoon; hurricane; earthquake; seaquake; seismic and/or volcanic disturbance/eruption; flood (howsoever caused); freeze; ice storm; weight of snow or ice; avalanche; meteorite or asteroid impact; landslip; landslide; mudslide; escape of water, oil or hydraulic fluid from any tank, apparatus or pipe; sprinkler leakage; impact by any road vehicle or animal; theft or attempted theft; mechanical or electrical breakdown; subsidence; heave; implosion; or collapse.

# Legal Liabilities Section

**Section Definitions**

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

**Asbestos**

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

**Costs and Expenses**

Costs and Expenses shall be deemed to mean:

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at:
   a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
   b. any coroner's inquest or inquiry in respect of any death
   which may be the subject of indemnity under this Section

**Communicable Disease**

(applicable to the Public Liability Sub-Section and Products Liability Sub-Section, if insured by this Policy)

1. Coronavirus being:
   a. any coronavirus; or
   b. any disease caused by any coronavirus; or
   c. any mutation or variation of any coronavirus or of any disease caused by any coronavirus.
2. Any other infectious disease in humans which has been determined or declared to:
   a. constitute a Public Health Emergency of International Concern under the International Health Regulations (2005) (as amended or replaced from time to time); and/or
   b. an outbreak identified as a major health incident in the United Kingdom, for which a Scientific Advisory Group for Emergencies has been activated by the Cabinet Office Briefing Room

**Compensation**

Damages including interest

**Computer System**

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

**Cyber Act**

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

**Cyber Incident**

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

**Data**

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Event**

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property

All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

**Limit of Indemnity**

The limit as specified in the Schedule

**Offshore**

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

**Pollutants**

Any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled reconditioned or reclaimed.

**Product Supplied**

1. Work which has been executed or completed
2. Goods or materials which have been sold supplied erected repaired altered treated installed tested serviced stored or delivered

by or through You in the course of the Business within the Territorial Limits

**Permanent Employees**

Any person as defined as an Employee in the General Definitions engaged by You on a permanent basis working under Your control in connection with the Business unless otherwise stated

**Territorial Limits**

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non-manual Employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Products Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

**Extensions applicable to Legal Liabilities Section**

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

**Additional Persons Insured**

We will indemnify:

1. in the event of the death of any person entitled to indemnity under this Section the deceased's legal representatives but only in respect of legal liability incurred by Us
2. at Your request:
   a. any of Your directors partners or Employees in respect of legal 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
   b. any officer committee or member of Your canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capabilities as such
   c. any of Your directors or senior officials in respect of private work undertaken by any Employee for that director or senior official

Provided that:

1. such persons are not entitled to indemnity under any other Policy covering such liability
2. each person will as though they were You observe fulfil and be subject to the terms of this Policy insofar as they can apply
3. We shall retain sole conduct and control of any claim
4. where We are required to indemnify more than one party Our total liability shall not exceed the relevant Limit of Indemnity

**Compensation for Court Attendance**

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You We will provide compensation to You up to a maximum of £250 per day on which attendance is required

**Contractual Liability and Indemnity to Principal**

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers' Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by You with any principal so requires We will indemnify You against liability assumed by You and the principal in like manner to You in respect of the liability of the principal where the liability arises out of the performance by You of such contract or agreement provided that:

1. the conduct and control of claims is vested in Us
2. the principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers' Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours
5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any principal We will treat each principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension principal means the other party to a contract or agreement for whom You are undertaking work or service where such party is responsible for setting out the terms of the contract or agreement

**Cross Liabilities**

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

**Health and Safety at Work Costs**

We will indemnify You and at Your request any director partner or Employee in respect of:
legal Costs and Expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business 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 provided that:

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for:
    a. fines or penalties
    b. costs and expenses insured by any other policy
    c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

**Exceptions applicable to Legal Liabilities Section**

The following exceptions apply to this Section and should be read in conjunction with the general exceptions

**Asbestos**

We will not provide indemnity in respect of:

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers' Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

**Pollution or Contamination** (applicable to Public Liability Sub-Section and Products Liability Sub-Section)

We will not indemnify You in respect of Pollution or Contamination:

1. occurring in the United States of America or Canada or dependency or trust territory
2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exception and limitation "Pollution or Contamination" shall be deemed to mean:

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere

and

2. all Injury or Damage directly or indirectly caused by such pollution or contamination arising from Pollutants

**Liability under Contract or Agreement**

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

**Vehicles**

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation

# Public Liability Sub-Section

**Cover**

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of:

1. Injury to any person
2. loss of or damage to Property
3. nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

and occurring during the Period of Insurance within the Territorial Limits in connection with the Business

**Limit of Indemnity**

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

Our liability under this Sub-Section for all Compensation payable in respect of all occurrences arising directly or indirectly from Communicable Disease during any one Period of Insurance and in the aggregate shall not exceed £1,000,000 inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

**Non- Permanent Employees**

The indemnity under this Sub-Section only applies in respect of Employees engaged by You on a permanent basis however We will indemnify You in respect of Employees engaged on a non-permanent basis where You have requested this cover and the Schedule states 'Extended Cover is operative'

**Extensions to this Sub-Section**

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

**Bona-Fide Sub-Contractors**

We will indemnify You in respect of Your legal liability for work carried out by Bona-Fide Sub-Contractors working for You on Your behalf provided that We shall not be liable under this extension:

a. unless prior to appointment You shall check that Bona-Fide Sub-Contractors hold a current Public Liability insurance with a minimum limit of indemnity being not less than the Limit of Indemnity applicable to this Sub-Section
b. in the event of a claim under this extension You shall provide documentary evidence of the Public Liability insurance held by the Bona-Fide Sub-Contractor at the time of his appointment to work for You

Unless otherwise specified and agreed this Section has been issued on the basis that payments to Bona Fide Sub-Contractors do not exceed 25% of Your annual turnover

**Contingent Motor Liability**

Notwithstanding Exception (4) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply:

1. in respect of Damage to the vehicle or to any property conveyed therein

2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

**General Data Protection Regulations**

We will indemnify You in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by You provided that We will not be liable for:

a. the payment of fines and penalties

b. the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity stated in the Schedule, whichever is the lower, during any one Period of Insurance inclusive of all Costs and Expenses.

**Defective Premises Act**

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that:

1. such liability is not otherwise insured
2. We will not be liable in respect of:
    a. Damage to that part of such premises on which You or anyone on Your behalf has worked if such Damage directly results from such work
    b. the cost of remedying any defect or alleged defect in the premises disposed of by You

**Movement of Obstructing Vehicles**

We will indemnify You in respect of Your legal liability arising from any vehicle (not owned or hired by or lent to You) being driven by You or any of Your Employees with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to You or any of Your Employees

Provided that:

1. movements are limited to vehicles parked on or obstructing Your own Premises or any site at which You are working
2. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
3. the vehicle causing obstruction is driven by use of the owners ignition key
4. We shall not indemnify You against:
    a. Damage to such vehicle
    b. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

**Overseas Personal Liability**

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability incurred in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding the United States of America or Canada in connection with the Business

The indemnity will not apply to legal liability:

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

**Damage to Leased or Rented Premises**

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to Premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of:

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

**Conditions to this Sub-Section**

**Application of heat and fire precautions**

This condition does not override any Endorsement on the Policy excluding the use or application of heat.

It is a Condition Precedent to Our liability that whenever work is undertaken away from Your Premises involving the use of:

(a) electric oxy-acetylene welding or flame cutting equipment

(b) blow lamps, blow torches or hot air guns

(c) tar, bitumen or asphalt heaters

(d) angle grinders

(e) or any other work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials the following precautions will be complied with by You and any Employee or any of Your Sub Contractors:

1. a thorough examination of the immediate vicinity of the work shall be completed and all combustible materials must be cleared to a distance of not less than 10 metres from the point of work so as to be safe from the danger of ignition by direct or conducted heat

2. where there is a danger of ignition either directly, or by conduction of heat through any partitions or walls, the area on the other side must be examined and any combustible material must be removed

3. combustible floors and other combustible property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

4. at least one fire extinguisher made and serviced in accordance with current European standards, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use

5. the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions

6. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers

7. for one hour after completion of each period of work involving the application of heat a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals
8. whenever tar, bitumen, asphalt or pitch heaters are in use away from Your Premises they should be located at ground level and in the open air and any tar, bitumen, asphalt or pitch should be carried in a suitable vessel.

**Flammable Solvents**

It is a Condition Precedent to Our liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by You and/or any Employee and/or any of Your Sub Contractors whenever work is undertaken away from Your own Premises:

(a) smoking by Your Employees or Sub Contractors must not take place

(b) no appliance for the application or supply of heat is to be used

(c) prior to commencement of work the site of work is to be checked by You and all naked flames in pilot lights and appliances extinguished

**Damage to property under the ground**

It is a Condition Precedent to Our liability that whenever digging or excavation work is undertaken the following precautions will be complied with by You and any Employee or any of Your Sub Contractors:

(a) ensure all reasonable measures are taken to identify the location of all pipes cables and other underground services before any work is commenced which may involve a risk of Damage to such underground services

(b) keep a written record of the measures taken to locate such underground services

(c) ensure the adoption of a method of work which minimises the risk of Damage to such underground services.

**Exceptions to this Sub-Section**

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy exceptions

We will not indemnify You against legal liability in respect of:

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
4. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant:
   a. which is licenced for road use
   b. for which compulsory motor insurance or security is required
   c. which is more specifically insured

   Provided always that this exception will not apply in respect of:
   I. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
   II. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant
   III. the use of any mechanically propelled motor vehicles or mobile plant solely as a tool of trade

   unless more specifically insured or unless complusory motor insurance or security is required
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft

6. any advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by You or on Your behalf for a fee under a separate contract or in circumstances where a fee would normally be charged
7. the Excess shown in the Schedule in respect of each and every claim for Damage to Property and Use of Heat
8. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than:
   a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
   b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
9. any liquidated damages fine or penalty
10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
11. work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of aerodromes or airports to which aircraft have access
12. work on or in any railway premises watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries fuel depots bridges canals docks piers wharves
13. work involving demolition unless part of a rebuilding contract otherwise insured by the Policy
14. work involving pile driving water diversion sub aqua work of the use of explosives
15. loss of or damage to:
    a. Property comprising the permanent or temporary works undertaken by You in the course of any contract or agreement and which is under Your control or for which You are responsible
    b. Property which is held in trust by You or held in the custody or control of You or of any of Your Employees or any party who is carrying out work on Your behalf where such Property is held for the purposes of:
       i. sales supply transport storage erection installation fitting treatment repair alteration testing or service
       ii. work being carried out at Your normal place of business or that of the party carrying out the work for You on Your behalf
16. work where the depth of excavation exceeds 3 metres
17. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
    a. any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident
    b. loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

    This Exception shall not apply in respect of:
    i. Injury
    ii. physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act or a Cyber Incident.

# Products Liability Sub-Section

**Cover**

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of:

a. Injury to any person

b. loss of or damage to Property

and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied

**Limit of Indemnity**

Our liability for Compensation including Costs and Expenses payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity

Our liability under this Sub-Section for all Compensation payable in respect of all occurrences arising directly or indirectly from Communicable Disease during any one Period of Insurance and in the aggregate shall not exceed £1,000,000 inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule.

**Extensions to this Sub-Section**

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

**Consumer Protection Act Costs**

We will indemnify You and at Your request any director partner or Employee in respect of legal Costs and Expenses incurred with Our written consent in the defence of any criminal 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 provided that:

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of:
    a. fines or penalties
    b. costs and expenses insured by any other policy
    c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

**Exceptions to this Sub-Section**

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy exceptions

We will not indemnify You against legal liability in respect of:

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. any advice instruction consultancy inspection certification testing treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee under a separate contract would normally be charged

4. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
5. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospatial purposes or for the safety or navigation of marine craft of any sort
6. any liquidated damages fine or penalty
7. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the mulitplication of compensatory damages
8. any Product Supplied which is in Your custody or control
9. loss of or damage to or the cost of removing reinstating replacing or rectifying any Product Supplied under a separate previously completed contract
10. liability directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with:
    a. any Cyber Act or Cyber Incident including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident
    b. loss of use, reduction of functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

    This Exception shall not apply in respect of:
    i. Injury
    ii. physical damage to material property directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act or a Cyber Incident.

# Employers' Liability Sub-Section

**Cover**

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of the Business

**Limit of Indemnity**

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

**Right of Recovery**

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

**Extensions to this Sub-Section**

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

**Unsatisfied Court Judgments**

This Sub-Section extends to include the following

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

1. the judgment for Compensation is obtained:
   a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
   b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in (a) above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

**Injuries to Working Partners** (only applicable if stated in the Schedule)

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where:

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury

# Business Contents Section

**Section Definitions**

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

**Business Contents**

Computer and Electronic Office Equipment Landlords Fixtures and Fittings All Other Contents Perishable Goods and other items for the purpose of the Business in any locked building at Your Premises

**Computer and Electronic Office Equipment** for which You are responsible including laser printers fax machines mobile telephones and photocopiers

**Geographical Limits**

The buildings at the Premises specified in the Schedule and whilst temporarily removed elsewhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands for a period not exceeding 14 consecutive days.

**Cover**

We will indemnify You in respect of Damage to Business Contents occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs at the buildings as detailed in the Schedule

**Limit of Liability**

Our liability under this Section shall not exceed the Sum Insured shown against each item in the Schedule for the Period of Insurance as stated in the Schedule

**Basis of Claims Settlement**

The amount payable shall be an amount equal to the cost of repair reinstatement or replacement of the Property when new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new subject to the monetary limit specified in the Schedule
Provided that repair reinstatement or replacement has been effected

**Section Exceptions**

We will not indemnify You for:

1. consequential loss of any kind or description
2. Damage caused by theft or any attempted theft when the Premises are unoccupied unless the theft or attempted theft involves:
   a. forcible and violent entry to or exit from the buildings or
   b. the use of violence or the threat of violence
3. Damage caused by theft or attempted theft from any unattended vehicle where:
   a. All doors and windows have not been locked
   and
   *b.* The vehicle is not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight

4. Damage caused by:
    a. inherent vice latent defect gradual deterioration wear and tear frost change in water table
    b. faulty or defective design or materials
    c. faulty or defective workmanship operational error or omission on the part of You Your partners or any of Your Employees

    but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
5. Damage caused by:
    a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects mould or fungus
    b. change in temperature colour flavour or finish
    c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates

    but this shall not exclude:
        i. such Damage which itself results from fire lightning explosion aircraft or other aerial devices or objects dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft or attempted theft or from any other cause not being an excepted cause under this Section or otherwise excluded
        ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
6. Damage caused by:
    a. acts of fraud or dishonesty by You Your partners directors or any of Your Employees
    b. unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information or clerical error
    c. any process of fitting testing servicing repair renovation or adjustment
    d. caused by programming or operator error, virus or similar mechanism or hacking including where this results from the actions of malicious persons or thieves
7. the Excess stated in the Schedule

**Section Conditions**

**Automatic Reinstatement**

In the absence of written notice from Us to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof

**Requirements**

It is a Condition Precedent to Our liability under this Section that if You have failed to implement the requirements set out in the Schedule within the timescales specified You will lose Your right to indemnity or payment for that claim

# Essential Business Legal Expenses Section

Cover provided under this section includes access to the following services

**Legal and Tax Helpline** **0344 571 7978**

If you have a legal or tax problem relating to your Business, we recommend you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). We give advice about business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.Use of this service does not constitute reporting of a claim.

**Redundancy Assistance Helpline** **0330 303 1955**

If you are planning redundancies and need extra legal support, we can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like us to arrange Redundancy assistance please call us between 9am and 5pm on weekdays (except bank holidays).

**Counselling Helpline** **0333 000 2082**

Our qualified counsellors will provide free confidential support and advice by phone to Your Employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year. Calls to the Counselling assistance service will not be recorded.

**Business Legal Services** **www.araglegal.co.uk**

You also have free access to Our digital law guide and many business legal documents. Once You have registered using the voucher code shown in Your Schedule You can prepare vital legal paperwork; for example, Your Health & Safety Policy, up to date employment legal procedures, advice on management and recovery of debts. To register, visit www.araglegal.co.uk, click 'Businesses', select the category 'Legal Documents', click 'Sign up now' and enter the voucher code shown on your Schedule. After completing a short registration form, you will be provided with access.

If You have problems using the website please contact the digital technical support team. Contact details can be found on the website. The digital technical support team cannot give You legal or insurance advice.

**Executive suite identity theft resolution** **0333 000 2083**

This service is available to the principal, executive officers, directors and partners of the Business between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, Our specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Insured Event 11.3 when Your executives use this helpline.

**Crisis Communication Helpline 0344 571 7964**

Following an event that has attracted negative publicity which could affect Your Business, You can access professional public relations support from Crisis communication experts. This service is available 24 hours a day, 365 days of the year. In advance of any actual adverse publicity, where possible, initial advice for You to act upon will be provided over the phone. If Your circumstances require professional work to be carried out at that time, this service can help on a consultancy basis and subject to You paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage Your Business, You are insured against the costs of crisis communication services under Insured event 12 when You use this helpline.

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

We record and monitor calls for training purposes, to improve the quality of Our service, to help Us deal with queries or complaints from You and to prevent and detect fraud and financial crime.

**Definitions**

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section and should also be read in conjunction with the General Definitions at the start of the Policy.

**Appointed Advisor**

1. Solicitor, accountant, or other advisor (who is not a mediator) appointed by Us to act on behalf of the Person-Insured;
2. mediator appointed by Us to provide impartial dispute resolution in relation to a claim accepted by Us.

**Collective Conditional Fee Agreement**

A legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of either

1. ‘no win no fee’ or
2. Where discounted, that a discounted fee is payable.

**Conditional Fee Agreement**

A legally enforceable agreement between the Person-Insured and the Appointed Advisor for paying their professional fees on the basis of either

1. ‘no win no fee’ or
2. where discounted, that a discounted fee is payable.

**Employee**

A worker who has or alleges they have entered into a contract of service with You provided they have been declared to Us and not as stated in the General Definitions of this Policy.

**Insurer**

For the purposes of this section only the Insurer is ARAG Legal Expenses Insurance Company Limited.

**Legal Costs and Expenses**

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor on the standard basis and agreed in advance by Us. The term 'standard basis' can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where the Person-Insured has been ordered to pay them or pays them with Our agreement.
3. Reasonable accountancy fees reasonably incurred under Insured Event 4 by the Appointed Advisor and agreed by Us in advance.
4. Health and Safety Executive Fees for Intervention.
5. Your Employee's basic wages or salary under Insured Event 9 in the course of their employment with You while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where You do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
6. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured Event 11.3 where the Person-Insured has taken advice from Our identity theft advice and resolution service.

7. The professional fees and expenses of an Appointed Advisor selected by Us to reduce the actual or anticipated adverse or negative publicity or media attention directed towards You under Insured Event 11.5 and 12.

**Person- Insured**

1. You, Your directors, partners, managers, officers and Employees of Your Business.
2. A person declared to Us, who is contracted to perform work for You, who is in all other respects insured by You on the same basis as Your other Employees and who performs work under Your supervision.

**Reasonable Prospects of Success**

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the Person-Insured successfully pursuing or defending the claim and if the Person-Insured is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured Event 13 there must be a greater than 50% chance of successfully defending the claim in its entirety.
2. In criminal prosecution claims where the Person-Insured
    a. pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
    b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal a greater than 50% chance of the Person-Insured being successful.

Where it has been determined that Reasonable Prospects of Success do not exist the Person-Insured shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Territorial Limit**

1. For Insured Events 6 and 13 the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.
2. For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man.

**Cover**

For those Insured Events shown in the Schedule the Insurer will pay the Person-Insured's Legal Costs and Expenses including the cost of appeals (and compensation awards under Insured Event 2) up the limit of indemnity and aggregate limit specified in Your Policy Schedule for all claims related by time or originating cause, subject to all of the following requirements being met.

1. You have paid the insurance premium.
2. The Person-Insured keeps to the terms of the Policy and cooperates fully with Us.
3. The Insured Event arises in connection with the Business shown in the Schedule and occurs within the Territorial Limit.
4. The claim
    a. always has Reasonable Prospects of Success and
    b. is reported to Us
        i. during the Period of Insurance and
        ii. as soon as the Person-Insured first becomes aware of circumstances which could give rise to a claim under this Section.
5. Unless there is a conflict of interest the Person-Insured always agrees to use the Appointed Advisor chosen by Us in any claim
    a. to be heard by an Employment Tribunal and/or
    b. before proceedings have been or need to be issued.
6. Any dispute with be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.

A claim is considered to be reported to Us when We have received the Person-Insured's fully completed claim application.

**Insured Events Covered**

**1- Employment**

A dispute between You and Your Employee, ex-Employee or a prospective Employee, arising from a breach or an alleged breach of their

i. contract of service with You and/or
ii. related legal rights.

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

a. ACAS Code of Practice for Disciplinary and Grievance Procedures or
b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

**What is not insured under Insured Event 1**

Any claim relating to

1. the pursuit of an action by You other than an appeal against the decision or a court or tribunal;
2. redundancy, alleged redundancy or unfair selection for redundancy occurring during the first 180 days of this Section of the Policy except where You have had equivalent cover in force up until the start of this Policy;
3. costs You incur for preparation and representation at an internal disciplinary hearing, grievance or appeal;
4. a pension scheme where actions are brought by ten or more Employees or ex-Employees.

**2 - Employment Compensation Awards**

Following a claim We have accepted under Insured Event 1, the Insurer will pay any

a. basic and compensatory award;
b. an amount agreed by Us in settlement of a dispute;

Provided that compensation is

1. agreed through mediation or conciliation or under a settlement approved by Us in advance or
2. awarded by a tribunal judgment after full argument unless given by default.

**What is not insured under Insured Event 2**

Compensation Awards and settlements relating to

1. trade union membership or non-membership, industrial or labour arbitration or collective bargaining agreements
2. money due to an Employee under a contract or a statutory provision relating thereto;
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

**3 – Employment Restrictive Covenants**

1. A dispute with your Employee or ex-Employee which arises from their breach of a restrictive covenant where You are seeking financial remedy or damages
   Provided that the restrictive covenant
   a. is designed to protect Your legitimate Business interests, for a period not exceeding 12 months and
   b. is evidenced in writing and signed by Your Employee or ex-Employee
   c. extends no further than is reasonably necessary to protect the Business interests and
2. A dispute with another party that alleges that You have breached their legal rights protected by a restrictive covenant.

**4 -Tax Protection**

1. A formally notified aspect or full enquiry into Your Business tax affairs.
2. A dispute about Your compliance with HMRC regulations relating to Your Employees workers or payments to contractors.
3. A dispute with HMRC about Value Added Tax.

Provided that:

a. You keep proper records in accordance with legal requirements and
b. in respect of any appealable matter You have requested an Internal Review from HMRC where available.

**What is not insured under Insured Event 4**

Any claim relating to

1. tax returns which are submitted late or for any other reason result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
2. an investigation by the Fraud Investigation Service of HMRC.
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements.
4. any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
5. Your failure to register for VAT.

**5 - Property**

A dispute relating to Property which You own or is Your responsibility

a. following an event which causes physical damage to Your Property.
b. following a public or private nuisance or trespass.
c. which You wish to recover or repossess from an Employee or ex-Employee.

**What is not insured under Insured Event 5**

Any claim relating to

a. a contract between You and a third party except for a claim under 5. c.
b. goods in transit or goods lent or hired out.
c. compulsory purchase demolition restrictions controls or permissions placed on land or property by any government local or public authority.
d. a dispute with any party other than the party who caused the damage nuisance or trespass.

**6 – Legal Defence**

1. A criminal investigation and/or enquiry by
    a. the police or
    b. other body with the power to prosecute

   where it is suspected that an offence may have been committed that could lead to the Person-Insured being prosecuted.
2. An offence or alleged offence which leads to the Person-Insured being prosecuted in a court of criminal jurisdiction.

**What is not insured under Insured Event 6**

Any claim relating to a parking offence.

**7 – Compliance and Regulation**

1. Receipt of a Statutory Notice served against You that imposes terms which You wish to appeal
2. Notice of a formal investigation or disciplinary hearing by a professional or regulatory body.
3. A civil action alleging wrongful arrest arising from an allegation of theft.
4. A claim against You for compensation under the Data Protection Act 2018 provided that
    a. You are registered with the Information Commissioner
    b. You are able to evidence that you have in place a process to
        i. Investigate complaints from data subjects regarding a breach of their privacy rights
        ii. offer suitable redress where a breach has occurred and that your complaints process has been fully engaged.
5. A civil action alleging the Person-Insured (or an ex-Employee provided that they have Your agreement to claim under this policy) has
    a. Committed an act of unlawful discrimination; or
    b. Failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of Your Employees.

**What is not insured under Insured Event 7**

Any claim relating to

1. the pursuit of an action by You other than an appeal.
2. a routine inspection by a regulatory authority.
3. an enquiry, investigation or enforcement action by HMRC
4. a claim brought against Your Business where unlawful discrimination has been alleged.

**8 – Statutory Licence Appeals**

An appeal against a formal written proposal by the relevant authority to alter suspend revoke or refuse to renew Your statutory licence or compulsory registration required to run Your Business.

**9 – Loss of Earnings**

The Person-Insured's absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.

**What is not insured under Insured Event 9**

Any sum which can be recovered from the court or tribunal.

**10 – Personal Injury**

An event which causes bodily injury to or the death of a Person-Insured.

**What is not insured under Insured Event 10**

Any claim arising from or relating to a condition, illness or disease which develops gradually over time.

**11 – Executive Suite**

This Insured Event applies only to the principal, executive officers, directors and partners of Your Business.

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

**What is not insured under Insured Event 11**

1. Any claim relating to
    1) tax returns which are submitted late or for any other reason result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions.
    2) an investigation by the Fraud Investigation Service of HMRC.
    3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to Your financial arrangements.
    4) any enquiry that concerns assets monies or wealth outside of Great Britain and Northern Ireland.
    5) A parking offence.
    6) Costs incurred in excess of £25,000 for a claim under 11.4 and 11.5.

2. Crisis communication for a matter that has not actually resulted in adverse publicity appearing online in print or broadcast.

**12 – Crisis Communication**

Following an event which causes Your Business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on Your Business, We will

1. liaise with You and Your solicitor (whether the solicitor is an Appointed Advisor under this Section of this Policy or acts on Your behalf under any other policy) to draft a media statement or press release
2. arrange support and represent a Person-Insured at an event which media will be reporting
3. prepare communication for Your staff/customers/suppliers and/or a telephone or website script or social media messaging
4. support the Person-Insured by taking phone calls/emails and managing interaction with media outlets
5. support and prepare the Person-Insured for media interviews

provided that You have sought and followed advice from Our Crisis Communication helpline.

**What is not insured under Insured Event 12**

Any claim relating to

1. costs incurred in excess of £25,000;
2. matters that should be dealt with through Your normal complaints procedures;
3. a matter that has not actually resulted in adverse publicity appearing online in print or broadcast.

**Optional Cover – included when detailed in the Schedule**

**13 - Contract and Debt Recovery**

A breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase hire, hire, purchase, lease, servicing, maintenance, testing, sale or provision of goods or services provided that if You are claiming for an undisputed debt You have exhausted Your normal credit control procedures.

**What is not insured under Insured Event 13**

Any claim relating to

1. an amount which is less than £200;
2. the letting, leasing or licensing of land or buildings where You act as the landlord;
3. the sale or purchase of land or buildings;
4. loans, mortgages, endowments, pensions or any other financial product;
5. computer hardware, software, internet services or systems which;
    a. have been supplied by You or
    b. have been tailored to Your requirements;
6. a breach or alleged breach of professional duty by a Person-Insured;
7. the settlement payable under an insurance policy;
8. a dispute relating to an Employee or ex-Employee;
9. adjudication or arbitration.

**Exceptions Under This Section**

The Person-Insured is not insured for any claim arising from or relating to

1. costs or compensation awards incurred without Our consent;
2. any actual or alleged act, omission or dispute happening before or existing at the start of this Section of the Policy and which the Person-Insured knew or ought reasonably to have known could lead to a claim;
3. an allegation against the Person-Insured involving
    a. assault, violence, indecent or obscene materials, dishonesty, malicious, falsehood or defamation
    b. the manufacture, dealing in or use of alcohol and/or illegal drugs
    c. illegal immigration
    d. money laundering or bribery offences, breaches of international sanctions, fraud or any other financial crime activities

    except in relation to Insured Event 12.
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured Event 1) defending a claim in respect of loss or damage that has been caused to Your property.
5. National Minimum Wage and/or National Living Wage Regulations
6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured Event 3);
7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners (except in relation to mediation under Insured Event 11.4)
8. franchise or agency agreements;
9. a judicial review;
10. a dispute with Us, the Insurer or the party who arranged this cover not dealt with under Arbitration Condition below;
11. the payment of fines penalties or compensation awarded against the Person-Insured (except as covered under Insured Event 2.) or costs awarded against the Person-Insured by a court of criminal jurisdiction.

**Conditions Which Apply to this Section**

Failure to keep to any of these conditions without good reason may lead Us to cancel this Section or the Insurer to refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs and Expenses from the Person-Insured should this occur.

**The Person-Insured's responsibilities**

A Person-Insured must

1. tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in Your favour;
2. co-operate fully with Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim and not hinder them;
3. take reasonable steps to claim back Legal Costs and Expenses and where recovered pay them back to the Insurer;
4. allow the Insurer at any time to take over and conduct in the Person-Insured's name any claim.

**Freedom to Choose an Appointed Advisor**

1. In certain circumstances as set out in 2. below the Person-Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
2. If
    a. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against a Person-Insured or
    b. there is a conflict of interest

    the Person-Insured may choose a qualified Appointed Advisor except where the Person-Insured's claim is to be dealt with by the Employment Tribunal where We shall always choose the Appointed Advisor.
3. Where the Person-Insured wishes to exercise the right to choose, the Person-Insured must write to Us with their preferred representative's contact details. Where the Person-Insured chooses to use their preferred representative, the Insurer will not pay more than We agree to pay a solicitor from Our panel and will pay only the costs the Insurer would have been liable to pay.
4. If the Person-Insured dismisses the Appointed Advisor without good reason or withdraws from the claim without Our written agreement or if the Appointed Advisor refuses with good reason to continue acting for the Person-Insured, cover will end immediately and the Insurers liability in respect of that claim will end immediately.
5. In respect of pursuing a claim You must enter into a Conditional Fee Agreement (unless the Appointed Advisor has entered into a Collective Conditional Fee Agreement) where legally permitted.

**Consent**

1. The Person-Insured must agree to Us having sight of the Appointed Advisors file relating to the Person-Insured's claim. The Person-Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality and cost control purposes.
2. A Person-Insured must have Your agreement to claim under this Section of the Policy.

**Settlement**

1. The Insurer can settle the claim by paying the reasonable value of the Person-Insured's claim.
2. The Person-Insured must not negotiate or settle the claim without Our written agreement.
3. If the Person-Insured refuses to settle the claim following advice to do so from the Appointed Advisor the Insurer reserves the right to refuse to pay further costs.

**Barristers Opinion**

We may require the Person-Insured to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the Person-Insured then the Insurer will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by Us then the Insurer will pay for a final opinion which will be binding on the Person-Insured and Us. This does not affect Your right under Arbitration below.

**Arbitration**

If any dispute between the Person-Insured and Us arises from this Section of the Policy, the Person-Insured can make a complaint to Us as described in the complaints Section of this Policy and We will try to resolve the matter. If We are unable to satisfy the Person-Insured's concerns and the matter can be dealt with by the Financial Ombudsman Service the Person-Insured can ask them to arbitrate over the complaint. If the dispute cannot be dealt with by the Financial Ombudsman Service it can be referred for independent arbitration by a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We fail to agree on a suitable person to arbitrate the matter We will ask the President of the relevant law society to

nominate. The arbitration shall be subject the Arbitration Acts and the arbitrator's decision shall be binding on all the parties.

**Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction**

All legal instruments and rules referred to within this Section of the Policy shall include equivalent legislation in Wales Scotland Northern Ireland the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This Section will be governed by English Law.

**Fraudulent Claims and Claims Tainted by Dishonesty**

In addition to the Fraud conditions as set out under the General Conditions Section, a Person-Insured shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears to the Appointed Advisor that the Person-Insured has breached this condition and that the breach has:

1. affected Our assessment of Reasonable Prospects of Success, and/or
2. prejudiced any part the outcome of the Person-Insured's claim

the Insurer shall have no liability for Legal Costs & Expenses incurred from the date of the Person-Insured's breach.

**Cancellation**

In addition to the Our Rights to Cancel the Policy conditions as set out under the General Conditions Section, the Insurer may also cancel this Section of the Policy and refund the premium for the remaining Period of Insurance if at any time You:

1. enter into a voluntary arrangement or a deed of arrangement or
2. become bankrupt, are placed into administration, receivership or liquidation or
3. have Your affairs or property in the care or control of a receiver or administrator.

**Complaints Procedure for the Essential Business Legal Section**

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

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

**Email:** customerrelations@arag.co.uk

**Write to:** ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

If We are unable to help, You may be eligible to refer Your complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if Your complaint is eligible when You contact them. Their contact details are:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange Square,
London E14 9SR
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

# Contractors All Risks Section

**Section Definitions**

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

**Contract**

Any Contract or agreement entered into by You to carry out work in the course of the Business where the estimated Maximum Contract Price does not exceed the amount stated in the Schedule

**Contract Works**

The permanent and temporary works executed in the performance of the Contract and materials for use in connection therewith but excluding any work which involves:

1. work in over or adjacent to water
2. bridges viaducts subways tunnels motorways dams and the like
3. a depth of excavation exceeding 3 metres
4. piling and underpinning

**Estimated Original Contract Price**

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract Works

**Excess/Excesses**

The amount or amounts shown in this Section or stated in the Schedule which You must pay for each and every claim and You will reimburse any such amount paid by Us

**Existing Structure**

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

**Free Issue Materials**

Materials for incorporation in the Contract Works

1. issued free to You by or on behalf of the employer and
2. for which You are responsible under the conditions of the Contract

**Maintenance Period**

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

**Maximum Contract Price**

The maximum price of any Contract for which We will provide indemnity as stated in the Schedule

**Substantial Completion**

A building shall be deemed to be substantially complete when the work remaining relates only to choice of decoration fixtures and fittings

**Territorial Limits**

Great Britain Northern Ireland the Channel Islands and the Isle of Man

**Property Insured**

The Contract Works while on the site of any Contract anywhere within the Territorial Limits or in transit by road rail or inland waterway thereto

**Temporary buildings** including fixtures and fittings therein for use in connection with the Contract (excluding any hired-in property) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

**Construction plant tools and equipment** for use in connection with the contract (excluding hired-in property and property described in Contract Works Temporary Buildings and Employees' personal tools and effects) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

**Hired-in property** as otherwise described in Temporary Buildings and Constructional plant tools and equipment herein

**Employees' personal tools and effects** while on the site of contracts within the Territorial Limits

**Cover**

We will indemnify You by payment for the amount of or at Our option by repair reinstatement or replacement in respect of Damage to the Property Insured occurring within the Territorial Limits in the course of the Business during the Period of Insurance

Provided that:

1. such Property Insured belongs to You or is Your responsibility
2. the measure of indemnity shall be the cost of repair reinstatement or replacement by similar Property less an appropriate deduction for wear and tear
3. Our maximum liability in respect of any one claim irrespective of the number of parties insured by this Policy shall not exceed:
    a. in respect of the Contract Works 125% of the Estimated Original Contract Price or the Maximum Contract Price in the Schedule including the value of Free Issue Materials and any payment or payments under any of the Section Extensions at the time of Damage
    b. in respect of all other Property Insured the Sum Insured by each item as detailed in Schedule at the time of Damage

**Section Extensions**

The following Section Extensions shall apply subject to all other terms and conditions limits and exceptions of this Policy

**Automatic reinstatement following claim**

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage

Provided that:

1. You will comply with any reasonable recommendations We may make to prevent further Damage
2. You will pay an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the date of the Period of Insurance
3.

**Professional fees**

We will indemnify You for architects' surveyors' and consulting engineers' fees necessarily incurred in the repair reinstatement or replacement of the Property Insured consequent upon Damage thereto for which indemnity is provided by this Section (but not for preparing any claim)

Provided that the amount payable shall not exceed those authorised by the appropriate professional body

**Debris removal**

We will indemnify You for costs and expenses necessarily incurred by You with Our consent in respect of:

1. removing debris from:
2. dismantling and/or demolishing
3. shoring up propping or fencing off
4. repairing or cleaning drains sewers service mains and the like and/or dewatering
5. temporary boarding up of windows following breakage of glass

the portion or portions of the Contract Works resulting from any Damage for which indemnity is provided by this Section

But We will not indemnify You in respect of costs and expenses:

a. incurred in removing debris except from the Contract Works where Damage occurred from the area immediately adjacent thereto
b. arising from Pollution or Contamination of Property not insured by this Section

The maximum We will pay in respect of any one loss under this Extension shall not exceed ten per cent of the Estimated Original Contract Price

**Practical Completion**

Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the Contract Works.

**Public Authorities requirements**

We will indemnify You for such additional cost of reinstatement of the Property Insured as may be incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon You following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as We may allow in writing

Provided that We shall not be liable in respect of costs for:

1. requirements relating to undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance)
2. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

If Our liability under this Section is reduced by the application of any terms of this Policy Our liability under this clause will be similarly reduced

The maximum We will pay under this Extension in respect of any one Contract is the Sum Insured stated in the Schedule

**Free Issue Materials**

The Contract Works will include any Free Issue Materials provided You include their value in the contract price of any Contract and any declaration required by Us

**Speculative Building**

We will indemnify You in respect of Damage to private dwellings You have erected on a speculative basis but Cover shall cease from:

1. the date such Property is sold let or leased
2. three months after the date of Practical Completion whichever is the earlier.

Where the Property comprises several units within one block then part 1 of this Extension shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of Practical Completion if parts of it are still unsold unlet or unleased.

**Offsite storage**

We will indemnify You under Contract Works in respect of materials or goods designated for incorporation in the Works while such materials or goods are temporarily held in store away from the site of the Contract but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the Works

Our liability under this Extension shall be limited to fifteen per cent of the Sum Insured of Contract Works or £25,000 (whichever is the less) at any one location

**Immobilised plant**

We will indemnify You for the cost of recovery or withdrawal of Constructional plant or equipment or Hired-in property which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement

**Plans and documents**

We will indemnify You for clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other Contract documents damaged within the Territorial Limits provided that Our liability shall not exceed £10,000 in respect of any one occurrence of Damage

**Principals clause**

This Section is extended to cover any principal in a like manner to You, where required by the conditions of the Contract

**Expediting expenses**

In the event of Damage to the Property Insured the cost of repair reinstatement or replacement admitted under this Section shall subject to Our consent include the additional costs of overtime weekend and shift working plant hire charges express delivery necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provide that Our liability shall not exceed £10,000 in respect of any one occurrence of Damage

**Series Losses**

Where Damage of or to the Property Insured on any one contract site arises during any one period of 72 consecutive hours caused by storm tempest flood earthquake subsidence or collapse it shall be deemed to be a single Event and therefore constitute one loss with regard to the application of the Excess

**Other interests**

The interest in the Property Insured of any party entering into an agreement with You is noted in this insurance to the extent that the agreement entered into with You requires such interest to be noted and is in respect of that part of the Property Insured to which the agreement relates

**Munitions**

Notwithstanding Exception 15 We will indemnify You in respect of loss or damage to the Property Insured arising from the detonation of munitions of war in or about or in the vicinity of any place where the Property Insured may be

Provided that the presence of such munitions does not result from a state of war current at the time of such loss or damage

**Continuing hire charges**

We will indemnify You against Your legal liability to pay continuing hire charges following Damage to any machinery plant tools or equipment which is:

1. hired by You for use in connection with the Business and
2. insured under this Section

during the period in which such machinery plant tools or equipment cannot be used as a result of such Damage Provided that:

a. this indemnity shall only apply in respect of hired machinery plant tools or equipment for which a valid claim has otherwise been admitted under this Section
b. Our liability under this Extension in respect of each affected item shall not exceed an amount equal to its hire charge for 90 days
c. Our liability during any one Period of Insurance shall not exceed the Limit of Liability shown in the Schedule for this Section
d. We will not indemnify You for:
    I. Damage caused by or arising from Your wilful act or neglect
    II. continuing hire charges in respect of tower cranes or scaffolding
    III. continuing hire charges in respect of the first 48 hours following such Damage

**Maintenance or Defects Liability period**

We will indemnify You for Damage to the permanent works or any part thereof occurring during any Maintenance Period or defects liability period but only in respect of Damage for which You are liable arising from a cause occurring prior to the commencement of the Maintenance Period or for Damage to work actually being undertaken during such Maintenance Period solely in connection with Your obligations under the Contract to remedy a defect or complete any snagging list and any construction plant insured under Temporary Buildings Construction plant tools and equipment hired in property Employees' personal tools and effects for use in connection therewith

**Section Conditions**

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

**Cessation of Work**

In the event of stoppage of work by You on the contract site from any cause for a period of 90 consecutive days cover in respect of the Contract Works shall be suspended unless its continuance be agreed in writing by Us

In the event of such total or partial cessation of work You shall use due diligence and do all things reasonably practicable to protect the Property Insured

**Plant inspection**

You shall ensure that all plant and equipment requiring inspection under any Statute or Order is so inspected

**Access**

You shall give to Us and every person authorised by Us access to the Property Insured at all reasonable times

**Hiring out**

Under Construction plant tools and equipment and Hired-in property in the case of plant hired out by You the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association unless agreed by Us

**Joint Code of Practice**

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy hereinafter referred to as The Joint Code

This Condition shall apply to the Contract provided that the Estimated Original Contract Price is £2.5m or more and for the purpose of Paragraph 6.3 of the The Joint Code if the Estimated Original Contract Price exceeds £20m it shall be deemed to be a large project

Our appointed representative shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code

In the event of Us becoming aware of a breach of The Joint Code We may inform the main/management contractor's construction site management of the nature of the breach specifying the remedial measures required by Us (the remedial measures) and the period within which these must be completed

Where We consider such a breach is of sufficient importance We may confirm the same by notice in writing to the Employer and the main/management contractor and the first named party forming You when this is not the Employer or main/management contractor at their respective addresses nominated by You at the inception of cover or as subsequently amended

Under the terms of this or any subsequent notice We may suspend or cancel all cover under the Policy from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it

being understood that upon suspension such cover shall be reinstated when We are satisfied that the remedial measures have been completed such notice shall be given by registered post recorded delivery facsimile transmission or by hand

The reference to suspension or cancellation of all cover shall apply only to the Contract specified in the notice

This clause shall not in itself be considered a Condition Precedent to liability but its inclusion shall not prejudice waive or remove Our rights under the terms of other Policy exceptions and conditions

This clause does not apply to any Public Liability Employers' Liability or JCT 6.5.1 insurance if provided by this Policy

In the event of cancellation We may agree to return to You a pro rata proportion of the relevant part of the Policy premium

**Section Exceptions**

The following exceptions apply to this Section and should be read in conjunction with the Policy exceptions

We will not indemnify You in respect of:

1. Damage to any part of the permanent Contract Works
   a. For which a certificate of completion has been issued or
   b. Which has been completed and handed over to Your employer or
   c. Taken into use
   unless the Damage occurs:
      I. During the Maintenance Period but caused before the beginning of the Maintenance Period or
      II. While You are carrying out Your obligations under the Maintenance Period or
      III. Within 14 days of the issue of a certificate of completion but only to the extent You are legally liable under the conditions of the Contract
2. the Excess stated in the Schedule
3. Damage to any Property forming or which has formed part of any Existing Structure
4. Damage for which You are relieved of responsibility under any contractual agreement
5. Damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than herein provided
6. Damage to any airborne or waterborne vessel or craft or any property therein or thereon
7. Money gold or silver articles jewellery or watches
8. Damage resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either:
   a. An authorised Employee of Yours is actually on the site of the Contract Works or
   b. Such Property is contained in a securely closed and locked hut or building
9. Damage to any mechanically propelled vehicle or plant other than any such vehicle not more specifically insured and which is:
   a. not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
   b. designed or adapted primarily for use as a tool of trade
10. Damage to any item of machinery plant tools or equipment caused by its own breakdown or explosion
11. the cost of repairing replacing or rectifying any:
   a. Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof

b. other Property Insured lost or damaged to enable the repair replacement or rectification of Property Insured excluded by 9 (a) above

   This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a consequence thereof

   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 any part of that Property Insured

12. the cost of rectification or making good wear and tear gradual deterioration due to atmospheric conditions or otherwise rust mildew corrosion or oxidisation or scratching of painted or polished surfaces
13. the cost of normal upkeep or normal making good
14. liquidated damages penalties for delay or non-completion or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein
15. loss of Property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event
16. Damage caused by Your wilful act or wilful neglect

# Personal Accident Section

(Personal Accident or Personal Accident and Short Term Income Protection are not operative unless specific reference is made to it in the current Policy Schedule)

**Definitions**

The following definitions apply to this Section in addition to General Definitions at the front of this Section and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

**Accident/Accidental**

means a sudden and unforeseen event which happens by chance after the Start Date and results in Bodily Injury or Accidental Death.

**Accidental Death**

means death that occurs by way of an accident solely as a result of Bodily Injury and independently of any other cause.

**Bodily Injury**

means physical injury resulting from external violent or visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is as a direct result of an Accidental Bodily Injury), naturally occurring condition or degenerative process (a condition which becomes progressively worse).

**Burns**

means third degree burns caused by an Accident which involve damage or destruction of the skin to its full depth and damage to the tissue beneath, affecting more than 15% of the body.

**Claim Incident**

means each separate period of Hospitalisation occurring during the Period of Insurance.

**Claim Limit**

means the maximum period of time We will pay You for any one single claim. This maximum time is 12 months. All claims within six months of each other for the same Accident or sickness will be treated as a Related Claim and count as one single claim.

**Cover Period**

means the period beginning on the Start Date and continuing to the End Date

**Disability**

means a state of incapacity resulting solely from an Accident.

**Dislocation**

means the displacement from their normal position of bones meeting at a joint, requiring local or general anaesthetic or traction which is caused by an Accident.

**Doctor**
means a legally qualified medical practitioner. It does not include You, someone living in Your household, a member of Your immediate family or Your partner.

**Employment/Employed**
means working for at least 16 hours a week under a contract of employment that does not have a fixed or implied End Date or that is a Fixed-Term Contract. You must be receiving a salary or wages that can be evidenced via bank account records and/or HM Revenue & Customs records.

**End Date**
means the date when the Policy ends.

**Fare-Paying Passenger**
means travelling with a valid ticket in a plane, ship, train or bus that is a licensed common carrier.

**Fixed-Term Contract**
means the date Your cover ends as set out in the 'When does this Cover end?' paragraph in the 'Personal Accident Section Conditions' section.

**Fracture**
means a breach in the continuity of the bone caused by an Accident which is identified by an x-ray (or in the case of a Fracture which is unable to be x-rayed, by confirmation from a Doctor).

**Gross Weekly Income**
Means:

1. if You are in employment - Your average weekly taxable earned income before income tax is paid, minus any expenses which are allowable against income tax (including any commission and/or bonus payments You receive) for the 6 months immediately prior to the start of Your Inability to Work; or
2. if You are Self-Employed and registered with HM Revenue & Customs as Self-Employed - the weekly average of Your income for the 6 months immediately prior to the start of Your Inability to Work which earnings have been declared to HM Revenue & Customs

**Home**
means Your usual place of residence in the United Kingdom.

**Hospital**
means a lawfully registered establishment providing medical and surgical treatment and 24-hour a day nursing care by registered nurses for ill or injured people. It does not include a convalescent, self-care or rest home, or a department in a Hospital which has the role of a convalescent or nursing home.

**Hospitalisation/Hospitalised**
means staying in a Hospital for a continuous period of at least 24 hours to receive treatment or care on the advice of a Doctor because of an Accident.

**Loss of Hearing or Speech**
means total, permanent and irrecoverable loss of hearing or speech caused by an Accident.

**Loss of Sight**
means total, permanent and irrecoverable Loss of Sight caused by an Accident.

**Loss of Use of Limb(s)**
means total, permanent and irrecoverable loss of use or loss by physical separation of the affected limb at or above the wrist or ankle caused by an Accident.

**Loss of Use of a Shoulder, Elbow, Wrist, Hip, Knee or Ankle**
means total, permanent and irrecoverable loss of movement of the affected joint caused by an Accident.

**Loss of Use of a Thumb, Finger or Toe**
means total, permanent and irrecoverable loss of use or loss by physical separation of the entire thumb, finger or toe caused by an Accident.

**Weekly Benefit**
means the amount chosen by You and notified to Us at the time You apply for cover under this Policy. The weekly benefit will be paid monthly in arrears and will only be paid if You meet the terms and conditions.
The maximum weekly benefit allowable shall not exceed £250 or 60% of Your Gross Weekly Income, whichever is less

**Normal Pregnancy or Childbirth**
means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature (such as morning sickness and dizzy spells) and which do not represent a significant medical hazard to mother or baby; and childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications

**Paraplegia**
means total permanent and irrecoverable paralysis of the lower body including the legs caused by an Accident.

**Permanently Retire**
means retirement where You have told us, or We have evidence that You have no intention of returning to work

**Permanent Total Disability**
means total and permanent disability caused by an Accident (other than Loss of Sight, Loss of Hearing or Speech, Loss of Limb(s), Loss of Shoulder, Elbow, Hip, Knee, Thumb, Wrist, Ankle, Finger or Toe) which medical evidence confirms will last the rest of a person's life and which permanently stops him or her doing any paid job for remuneration or profit which his or her experience, education or training reasonably qualifies him or her to do.

**Personal Accident Cover**
means the personal accident cover set out in the Benefits Section as summarised in the summary of cover table.

**Pre-existing Medical Condition**

means any condition, Injury, illness, disease, sickness or related condition and/or associated symptoms, whether specifically diagnosed or not:

1. which medical evidence shows You knew about or were experiencing symptoms that You would have been aware of at the Start Date; or
2. for which You sought or received advice, treatment or counselling from any Doctor during the 12 months immediately before the Start Date;

**Quadriplegia**

means total permanent and irrecoverable paralysis of all four limbs caused by an Accident.

**Qualification Period**

means the number of days at the beginning of a claim which You must wait before You are eligible for any benefit. The qualification period for this Policy is 14 days. If after the Start Date and before the End Date You are Unable to Work for 14 consecutive days or more, We will pay from the 14th day onwards, 1/7th of the Weekly Benefit for each continuous day You are Unable to Work

**Related Claim**

means You are Unable to Work because of the same Accident or sickness that We have originally agreed to pay a claim for

**Resident**

means You must be physically and lawfully living in the named territory and either a citizen of the named territory or a person who has been granted permission to permanently settle in the named territory;

**Self-Employed/Self-Employment**

means You are working for an income for at least 16 hours a week, and You are either:

1. helping with, managing or carrying on a business and liable to pay tax charged under Section 5 of the Income Tax (Trading and Other Income) Act 2005 in the United Kingdom or equivalent in Channel Islands or Isle of Man (where applicable); or
2. a partner in a partnership; or
3. a person who exercises direct or indirect control over a company;

**Start Date**

is the date stated in the Schedule.

**Terrorism**

means any act or acts, including (but not limited to):

1. the use of threat of force and/or violence; and
2. harm or damage to life or to Property (or the threat of such harm or damage), harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s), or group(s) or persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

**UK resident**
means living permanently in the United Kingdom for at least 40 weeks in every 52 week period after the Start Date.

**Unable to Work or Inability to Work**
means You being certified as unfit to Work, by Your Doctor due solely to an Accidental Injury, illness or disease which starts/occurs at a time when You are in Work and which wholly prevents You from doing Your Work, or other work that Your experience or training would allow You to do. Such inability to work shall be deemed to start on the day You first consult, or receive treatment from, and are certified as being unfit to Work by, a Doctor, or up to 7 days before this date if You self-certify before seeing Your Doctor.

**United Kingdom**
means England, Scotland, Wales and Northern Ireland.

**War Risks**
means any Bodily Injury whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**Work, Worked, Working**
means being in Employment or Self-Employed or, where applicable, on statutory maternity leave, parental leave, adoption leave or maternity absence

## 1. Personal Accident

### Important Information

**Are You eligible for cover?**
It is important that You check that You are eligible for the cover You have under the Policy and that You remain so for the duration of the Policy. To be eligible for this Policy You must on the Start Date be:
1. living and present in the United Kingdom; and
2. over 16 and under 70 years of age.

**When Your protection ends?**
This Policy ends automatically as soon as one of the following happens:
1. You die (this will not prevent a claim for Accidental Death being made);
2. You reach 70 years of age;
3. You cancel the Policy as set out in ‘How to Cancel Your Policy’ on Page 6
4. We cancel Your Policy as set out under General Conditions – Our Rights to Cancel the Policy
5. You cease to be a UK resident;
6. the date on which We pay benefits which together with any previous benefits equal the maximum benefit payment

**Transfer**
You cannot transfer or sell the rights or benefits under this Policy.

**Benefits**

**Summary of Personal Accident Cover**

The following table sets out a summary of the main cover limits under the Personal Accident Cover**.** You should read the whole of this Policy for the full terms and conditions.

| **Benefit** | **Benefit** |
|---|---|
| Accidental Death | £50,000 |
| Permanent Total Disability | £100,000 |
| Quadriplegia | £200,000 |
| Paraplegia | £100,000 |
| Permanent Loss of Sight in both eyes | £50,000 |
| Permanent loss of use of two limbs | £50,000 |
| Permanent Loss of Sight in one eye | £25,000 |
| Permanent loss of use of one limb | £25,000 |
| Permanent loss of speech | £25,000 |
| Permanent loss of hearing in both ears | £25,000 |
| Permanent loss of hearing in one ear | £10,000 |
| Burns | £2,500 |
| **Permanent loss of use of:** | |
| A shoulder, elbow, hip, knee, thumb, wrist or ankle | £10,000 |
| Any finger or big toe | £5,000 |
| Any other toe | £1,000 |
| **Hospitalisation:** | |
| Hospitalisation (Maximum 45 days and after a minimum 24 hours) | £100 |
| Extended Hospitalisation (for stays longer than 14 days) | £1,000 |
| **A Major Fracture of:** | |
| Upper leg; vertebral body; Pelvis; Skull. | £500 |
| Vertebra other than vertebral body; lower leg; lower jaw; breastbone; shoulder blade; kneecap; upper arm; lower arm. | £250 |
| Lower leg; hand (metacarpals); foot (metatarsals); clavicle; coccyx; wrist (carpals) & Colles' fracture, ankle (tarsals) & Pott's fracture. | £100 |
| **Dislocation of:** | |
| Spine; back; hip. | £250 |
| Knee; ankle; shoulder or collar bone; elbow; wrist. | £100 |
| Any other joint | £50 |

In certain circumstances the amount paid may be restricted or limited. Please see Permanent Total Disability, Quadriplegia or Paraplegia, Hospitalisation and Maximum benefits and restrictions on benefits below. Certain accidents are not covered, please see the Section Exceptions Section below.

**Who will benefits be paid to?**

All benefits will be paid to You. In the event of Your Accidental Death benefits will be paid to Your legal personal representative.

**The benefits**

If any person covered under this Policy has an Accident after the Start Date and before the End Date that results in Accidental Death or a Bodily Injury covered under this Policy then You will be entitled to the appropriate benefit stated in the table of benefits.

The amount of benefit that You will receive will depend on the level of cover You have, and on the effect of Bodily Injury caused by the Accident. The level of cover You have is shown in Your Schedule. The effects of Bodily Injury covered under this Policy are those shown in the summary of benefits table

**Permanent Total Disability, Quadriplegia or Paraplegia**

If You are claiming for permanent total disability, quadriplegia or paraplegia, assessment of eligibility for the benefit (and any benefit arising) will be delayed for 12 months from the date Your claim is received by Us so that

an independent Doctor of Our choice can assess Your claim. However if it is shown by medical evidence that the disability is total and permanent, then We may pay a benefit before the end of the 12 months.

**Hospitalisation**

The daily benefit rate shown in the summary of benefits table of this Section:

• is for each complete 24 hour period in Hospital;

• excludes the first 24 hours in Hospital for any one Accident;

• is subject to a maximum of 45 days in Hospital for each Accident.

A single lump sum payment benefit will be made in addition to the daily Hospitalisation benefit after 14 continuous days in Hospital. Only one lump sum payment will be paid for the same Accident.

**Maximum benefits and restrictions on benefits**

The maximum total benefit for all Personal Accident Cover claims under the Policy in respect of each person covered under the Policy is a sum equal to the Permanent Total Disability benefit in the appropriate table of benefits. When this limit has been reached, we will not pay any further benefit under this Personal Accident Cover and the Policy will end.

This limit does not apply to a claim for Quadriplegia benefit. In that case, provided the maximum benefits limit referred to in this paragraph have not been reached, the maximum benefit We will pay for all claims under this Policy is a sum equal to the Quadriplegia benefit. In the event of a claim by You under this benefit any other sums paid to You or due to be paid to You under this Policy (in respect of Personal Accident Cover) before Your claim will be deducted from the amount due to You under the Quadriplegia benefit.

**Where death follows within 12 months of an Accident**

If We have paid an earlier benefit and the person who has suffered the Accident then dies within 12 months as a result of the same Accident We will reduce the sum We pay for Accidental Death by the amount of any earlier Personal Accident Cover payment(s) for that Accident.

**Where we have paid an earlier benefit or You are claiming for multiple benefits**

Where We have made payment following permanent loss or use of a shoulder, elbow, hip, knee, thumb, wrist, ankle finger or any toe, the amount payable under the Permanent Total Disability, Paraplegia, permanent Loss of Sight in one or both eyes, permanent loss of use of one or two limbs, in respect of any subsequent Bodily Injury to the same limb will be reduced by the amount(s) already paid. If You have claimed benefit for Loss of Use of Limb(s) then we will not pay benefit for loss of use of other parts of that limb.

If You claim benefit for loss of use of more than one part of a limb then the total amount We will pay for all parts of one limb will not exceed the benefit payable for loss of use of the whole limb.

**Where the effects of the Accident are made worse by sickness or disease**

If the effects of an Accident are made worse because the person affected already had a sickness, disease, naturally occurring condition or Injury then We will ask a Doctor to assess the effects that the sickness, disease, naturally occurring condition or Injury has on the Bodily Injury and We will reduce Your benefit by a proportionate amount taking any such pre-existing sickness, disease, condition or Injury into account.

**Multiple fractures to the same joint or bone**

If You have an Accident which results in more than one Fracture to the same joint or bone We will only pay benefit for one of the fractures.

**Personal Accident Section Exceptions**

**The following exceptions apply to the Personal Accident Section of Your Policy:**

Benefits will not be paid under this Policy for any claim arising from any Accident that is directly or indirectly caused by any of the following:

- War Risks;
- Terrorism;
- Being on naval, military or air force duty, service or operations;
- Flying except as a Fare-Paying Passenger;
- The manufacture or use of explosives;
- Exposure to exceptional danger (except in an attempt to save human life);
- The illegal acts of the person who has suffered the Accident;
- Suicide or self-inflicted Injury whether of a sound mind or not;
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a Doctor for a condition other than alcohol or drug addiction;
- Radiation or contamination or the effects of radiation;
- Any sickness, disease, or degenerative process (a condition which becomes progressively worse).

In addition, no benefit will be paid for any claim arising from:

- An Accident which occurs prior to the Start Date or after the cover ends;
- An Accident which happens to an insured person who has been outside the United Kingdom for more than 12 weeks in the preceding 52 week period.
- Any accidental Bodily Injury or Accidental Death occurring 12 or more months after the Accident.

**2. Short Term Income Protection**

**Why choose Our Short Term Income Protection Cover?**

This cover is designed to pay You a weekly income for a maximum of 12 months in the event You are Unable to Work due to You falling ill or having an Accident**.**

**Eligibility criteria**

When We accept Your application You must be:

1. at least 16 and no older than 70 years of age;
2. a resident of the United Kingdom, Channel Islands or Isle of Man; and
3. in Work and have been so continuously for the previous six months.

If Your circumstances change as described in 'Policy changes' paragraph in the 'General Conditions' section You should contact Us straight away to discuss Your options.

**Self-Employed and Fixed-Term Contract Workers**

If You are self-employed or You Work on a Fixed-Term Contract You are eligible for this insurance but You should read this Policy carefully to make sure it is suitable for Your needs. You should pay particular attention to the definitions of 'Fixed-Term Contract, 'Self-Employed' and the 'Claim requirements' paragraph in the 'General Conditions' section.

**Exception and Limitations**

We will not pay any benefits under this Policy if Your Inability to Work is caused directly or indirectly by:

- a pre-existing medical condition – unless You have been symptom free and have not consulted a Doctor or received treatment for the condition for at least 24 months after the Start Date.
- any of the exceptions detailed in paragraph 'What is not covered' in 'Your Cover' section.

The maximum Weekly Benefit for each claim is the lesser of £250 or 60% of Your Gross Weekly Income.

The maximum period We will pay Weekly Benefit for each claim is 12 months.

**Reviewing Your Weekly Benefit**

It is Your responsibility to ensure this Policy and the Weekly Benefit continues to meet Your requirements and does not exceed 60% of Your Gross Weekly Income.

**Your Cover**

**1. What Your cover provides**

Your Policy Schedule will show the type of cover You have selected. The following Qualification Period applies to You.

**14 day qualification period**

If after the Start Date and before the End Date You are Unable to Work for 14 consecutive days or more, We will pay from the 14th day onwards, 1/7th of the Weekly Benefit for each continuous day You are Unable to Work.

We will start to assess each claim when the qualifying period has ended. We will pay the first claim payment within five working days of receiving all the evidence and proof needed to assess Your claim. After the initial claim payment is made Weekly Benefit payments will be made every 30 days You remain Unable to Work. We

will continue paying You the Weekly Benefit until You are fit to Work again, but only up to a maximum of 12 months for each claim.

**2. What is not covered**

We will not pay the Weekly Benefit if Your Inability to Work is directly or indirectly caused by any of the following:

- War Risks;
- Normal Pregnancy and Childbirth;
- Terrorism;
- taking part in any form of aviation, including travelling in an aircraft (except as a Fare-Paying Passenger in a commercial licenced aircraft);
- the manufacture or use of explosives;
- exposure to exceptional danger (except in an attempt to save human life);
- the illegal acts of the person who has suffered the Accident;
- suicide or self-inflicted Injury whether of a sound mind or not;
- being under the influence of or being affected by alcohol or drugs unless under the advice of a Doctor for a condition other than alcohol or drug addiction;
- radiation or contamination or the effects of radiation.

In addition, We will not pay the Weekly Benefit if:

- Your Inability to Work starts prior to the Start Date or after the End Date;
- Your Inability to Work starts when You are not a resident of the United Kingdom, Channel Islands or Isle of Man;
- Your Inability to Work lasts for less than the qualifying period.

We will cancel a Policy and not pay a claim where We find out that someone has deliberately withheld information from Us or deliberately or recklessly provided Us with inaccurate information.

**3. Cover amount**

The amount payable under this Policy is stated in the Policy Schedule.

You can only be covered under one of Our Short Term Income Protection policies at any one time.

The maximum Weekly Benefit allowable shall not exceed £250 or 60% of Your Gross Weekly Income, whichever is less.

**4. Period of cover**

The cover starts on the Start Date and will end on the End Date.

**5. When will my claim end?**

Your claim will continue to be paid until the earliest of the following dates:

- the date on which You cease to be Unable to Work or fail to provide evidence that You remain Unable to Work; or
- the date on which You return to Work; or
- the date the Claim Limit is reached; or
- the End Date.

**Personal Accident Section Conditions**

**Claim requirements**

Before We can pay out a claim We must receive from You the necessary evidence and proof to validate Your claim. We will only ask for information and proof that is reasonably required for the purpose of assessing Your claim. When You make a new claim for Inability to Work benefit, the information We may require depends upon whether You are, at that time, Employed or Self-Employed:

Where You are Employed We will require:

- medical certificates covering the period for which You are making Your claim (We will accept You self-certifying a period of up to 7 days before You obtain the first such medical certificate at the start of **Your** claim);
- Your doctor's name and address;
- Your employer's name and address.

Where You are Self-Employed We will require:

- medical certificates covering the period for which You are making Your claim (We will accept You self-certifying a period of up to 7 days before You obtain the first such medical certificate at the start of Your claim);
- Your doctor's name and address;
- bank statements for Your Business, or evidence of Your payment of class 2 national insurance contributions, covering the period immediately before the date from which Your claim starts.

Throughout any period during which You continue to make a claim for Inability to Work You may be asked to provide, at Your expense, such reasonable proof that You continue to be Unable to Work, including providing Us with ongoing medical certificates and by completing continuing claim statements confirming such information as We may reasonably require.

**Related/linked Claims**

If You return to Work after recovering from an illness or Injury, but become Unable to Work again, We may be able to start Your weekly payments again straight away, without having to wait for the qualifying period.

If You are Unable to Work within 6 months of returning to Work, We will treat this as a Related Claim and will re-start Your monthly payments straight away, as long as:

- Your Inability to Work is due to the same illness or Injury that We originally paid Your claim for;
- Your Work is the same as it was when You were first Unable to Work; and
- You let Us know within 2 weeks of the date You stop working.

However if We paid Your previous claim up to the Claim Limit and the reason You are Unable to Work is the same, We will treat this as a Related Claim, and You won't receive any more payments from us. All related claims count towards the Claim Limit.

If You are Unable to Work because of a different reason, We will treat Your claim as a new claim. This means Your claim will start from the beginning again and You will need to wait for the Qualification Period to end before Your payments start.

**Premium refunds and cash-in value**

This Section has no cash-in or surrender value. In the event of any overpayment of premium, We will refund any such overpayment

**When does this Cover end?**

Your cover will end on the date:

- of Your death; or
- You reach 70; or
- You Permanently Retire; or
- You are no longer Resident in either the United Kingdom, Channels Islands or Isle Man; or
- either You or We cancel Your Policy.

# Professional Indemnity Section

(Professional Indemnity cover is not operative unless specific reference is made to it in the current Policy Schedule)

**IMPORTANT NOTICE**

This is a claims made and Circumstance notified insurance.

The terms that appear in bold letters are defined under the Definitions of this Section.

**Definitions**

The following definitions apply to this Section in addition to Section A – Definitions at the front of this Policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Headings and notes are for information purposes only and are not to be construed as part of this Section. Various words and phrases are used in this Section and wherever they appear in bold, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:

**Insured/You/Your**

Shall mean:

1. Any predecessors in business;
2. Any business for which You are legally liable in consequence of Your acquisition of such business (whether partial or otherwise) prior to inception of this insurance provided We have been notified in writing of the existence of such other business and have not refused to insure it;
3. Any office or division of Yours as specified above unless expressly stated otherwise.

**Business**

Shall mean advice given and service(s) performed by or on behalf of You as detailed in the Schedule.

**Indemnity Limit**

Shall mean the sum shown in the Schedule which is available to indemnify **You** in respect of each claim provided that all claims payable under this insurance including any Defence Costs shall not exceed in the aggregate the limit shown in the Schedule.

**Defence Costs**

Shall mean all costs and expenses incurred in the investigation, defence or settlement of any claim or Circumstance notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this Section.

**Circumstance**

Shall mean information or facts or matters of which You are aware which is likely to give rise to a claim against You which You could become legally liable to pay and which arises out of the exercise and conduct of the Business.

**Documents**

Shall mean project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance). This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

**Excess**

Shall mean the sum shown in the Schedule unless otherwise stated in this Section and shall be the first amount of each claim that is payable by You which shall not be indemnified by Us. Where, however, more than one claim is made during the Period of Insurance which arises from the same original cause then only a single Excess shall apply in respect of such claims.

**Letter of Claim**

Shall mean the Letter of Claim as detailed in any applicable Pre-Action Protocol.

**Co-Operate**

Shall mean that You:

1. assist Us and Our duly appointed representatives to put forward the best possible defence of a claim within the time constraints available;

2. shall have adequate internal systems in place, which will allow ready access to material information;
3. shall at all times and at its own cost give to Us or Our duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries;
4. shall pay the Excess on Our demand or Our duly appointed representatives to comply with any settlement agreed by Us.

**Territorial Limits**

Shall mean anywhere in the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union or as varied in the Schedule.

**Pollution**

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

**Harm**

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

**Cover**

**1. Insuring Clause**

We will indemnify You, up to the Indemnity Limit, for the amount of any claim including claimant's costs and expenses first made against You and notified to Us during the Period of Insurance in respect of legal liability for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the Business.

**2. Defence Costs**

We will also indemnify You for Defence Costs where such costs have been incurred with Our prior written consent. Such Defence Costs shall not be in addition to the Indemnity Limit and shall be subject to the Excess.

**Clauses**

**Loss of or Damage to Documents**

In the event of physical loss of or damage to Documents suffered and notified to Us during the Period of Insurance, You are indemnified for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any Documents which are the property of You or are in Your care, custody or control.

The maximum amount payable by Us shall be £50,000 in the aggregate. An Excess of £1,000 for each and every claim shall apply. Should the Excess shown in the Schedule be less than £1,000 for each and every claim then the Excess shown in the Schedule shall apply.

**Self Employed Persons**

You are indemnified for any claim for any negligent act, negligent error or negligent omission first made against You and notified to Us during the Period of Insurance which You may become legally liable to pay arising out of the use of self-employed or contract hire persons in the exercise and conduct of the Business. The use of individual persons need not be disclosed to Us, but details of payments to such persons must be declared to Us at renewal of this insurance. For the purpose of this insurance such persons are deemed to be Your employees. Indemnity to Employees, Former Employees and/or Consultants

Employees or former employees of Yours are indemnified for any claim for any negligent act, negligent error or negligent omission first made against them and notified to Us during the Period of Insurance which arises out of the exercise and conduct of the Business.

Former partners, former directors or former employees of Yours who have continued as consultants to the You and any persons who were formerly consultants to You are indemnified in respect of any claim for any negligent act, negligent error or negligent omission first made against them and notified to Us during the Period of Insurance which arises out of the exercise and conduct of the Business.

**Dishonesty of Employees**

You are indemnified for any claim first made against You and notified to Us during the Period of Insurance which arises out of the exercise and conduct of the Business brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person (other than a director, partner or principal of You) at any time employed by You provided that:

1. no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity; and
2. any monies which but for such fraudulent, criminal or malicious act or omission would be due from You to the person committing such act, or any monies held by You and belonging to such person, shall be deducted from any amount payable under this insurance.

**Claims Conditions**

The following claims conditions apply to this Section

**Conditions Precedent to Liability**
All conditions set out below are deemed to be conditions precedent to Our liability under this Section

**Discovery of a Claim or Circumstance**

1. If during the Period of Insurance You receive notice of any claim that is subject to indemnity under this insurance other than any claim provided for in 2 below You shall give notice to Us as soon as practicable within 15 working days and, in any event, before expiry of the Period of Insurance.
2. If during the Period of Insurance You receive a Letter of Claim, You shall give notice to Us as soon as practicable and in any event within 5 working days from receipt of such Letter of Claim and before expiry of the Period of Insurance.
3. If during the Period of Insurance You become aware of any Circumstance, You shall give notice to Us of such Circumstance as soon as practicable and, in any event, before expiry of the Period of Insurance.

We agree that any Circumstance notified to Us during the Period of Insurance which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the Period of Insurance.

**Notice**

Notice to Insurers under the Discovery of a Claim or Circumstance condition above shall not be valid unless it has been received in writing by the persons shown in the Schedule.

**Admission of Liability**

In the event of any claim or Circumstance, You shall not admit liability or make any admission, offer, promise, or payment without Our prior written consent.

**Conduct of Claims**

Following notification of any claim or Circumstance, We shall be entitled to take over and conduct in Your name the investigation, defence or settlement of any such matter. You shall Co-Operate and provide all such assistance as We may reasonably require.

**General Conditions**

The following general conditions apply to this Section.

**Retroactive Cover**

In the event of a claim being notified to Us which arises out of the exercise and conduct of the Business prior to the Period of Insurance, We shall indemnify You if there was in place at the time of the incident, Professional Indemnity insurance to the same extent as provided by this policy.

**Subrogation**

You must promptly provide Us with all documents and information that We may request and provide Us with all assistance and co-operation that We may require in order to try and obtain reimbursement from any third party of any claim including where relevant, Defence Costs that We may have to pay in relation to any claim made against You.

**Insurance Disputes**

This insurance is governed by the laws of England and Wales. Any dispute or difference between You and Us arising from this insurance shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between Us and You, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person. The findings of the agreed or appointed person shall be binding on Us and You, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

**Claim Settlements**

We may at any time pay to You in connection with any claim or claims the Indemnity Limit (less any sums already paid including Defence Costs) or any lesser sum for which such claim or claims can be settled and upon such payment We shall not be under any further liability in respect of such claim or claims.

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

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, and for the avoidance of doubt:

1. this insurance is not intended to confer any enforceable rights upon any third party, whether or not an interest of such third party is acknowledged by Us;
2. the parties to this insurance shall be entitled to rescind or vary this insurance without the consent of any third party, whether or not an interest of such third party is acknowledged by Us;
3. in the event of proceedings by a third party against Us for the enforcement of any provision of this insurance, We shall have available to them any defence or set off which would have been available if the proceedings had been brought by You.

**Several Liability Notice**

The subscribing insurers' obligations under insurances to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason whatsoever does not satisfy all or part of its obligations.

**Combined Claims**

Where the same original cause gives rise to an entitlement on Your part to indemnity under insuring clauses 1 and 2, and any extension(s) under this Section, the maximum amount payable by Us under insuring clauses 1 and 2, and such extension(s) shall not exceed the Indemnity Limit.

**Exclusions**

This insurance shall not indemnify You in respect of any liability for, or directly or indirectly arising out of, or in any way involving:

**Liability involving Transport or Property Owned by the You**

The ownership, possession or use by or on behalf of You of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by You or any property of Yours.

**Liability Arising Out Of Employment**

Any injury, disease, illness (including mental stress) or death of any employee under a contract of service with You or any claim arising out of any dispute between You and any present or former employee or any person who has been offered employment with You.

**Supply Of Goods**

The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by You.

**Fraud, Dishonesty Or Criminal Act**

Any act, error or omission of any partner or director of You which is dishonest, fraudulent, criminal or malicious, and/or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery You of reasonable cause for suspicion that such act has been committed.

**Controlling Interest**

Any claim made against You by either:
1. any entity in which You exercise a controlling interest; or
2. any entity exercising a controlling interest over You by virtue of having a financial or executive interest in Your operation;

unless such claim is made against You for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 1 and 2 above and arises out of the exercise and conduct of the Business.

**Contractual Liability**

Any claim arising out of Your contractual liability unless such liability would have existed in the absence of such a contract or agreement.

**Nuclear Risks**

Any of the following:

1. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**War And Terrorism**

Any of the following:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion;
2. usurped power;
3. confiscation or nationalisation or requisition or destruction or damage or loss of property by or under the order of any government or public or local authority;
4. any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or together or on behalf of or in connection with any organisation;
5. any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 and/or 4 above.

The burden of proving that a claim does not fall within this exclusion shall be upon You.

**Area Of Activities**

Any work or activities undertaken by You outside the Territorial Limits.

**Jurisdiction**

Any claim brought (or the enforcement of any judgement or award entered against You) outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union.

**Fines, Penalties, Punitive, Multiple Or Exemplary Damages**

Fines, penalties, punitive, multiple or exemplary damages.

**Loss Of Documents - Magnetic Or Electrical Media**

The physical loss of or damage to Documents which are stored on magnetic or electrical media unless such Documents are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the Documents to their original status.

**Pollution**

Any claim arising from Pollution.

**Directors' And Officers' Liability**

Any claim arising from being a director, officer or trustee of You (as opposed to those duties and functions carried out in furtherance of the Business) or from the acceptance of any directorship or trusteeship in any other company not forming part of the Business.

**Other Insurance**

Any claim where You are entitled to indemnity under any other insurance(s) except in respect of any amount for which You would otherwise be entitled to indemnity under this insurance beyond the amount for which You are entitled to indemnity under such other insurance.

**Previous Claims And Circumstances**

Any claim or circumstance that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to Us which formed the basis of this insurance or any claim or circumstance that may give rise to a claim of which You were or should have been aware prior to the inception of this insurance.

**Trading Losses**

Any trading losses or trading liabilities incurred by any business managed or carried on by You including loss of any client account or business.

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

Any loss arising from Your failure to arrange and/or maintain insurance and/or finance.

**Asbestos**

Any claim involving asbestos.

**Financial Services**

Any claim arising out of Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

**Pension Trustee Liability**

You acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

**Bodily Injury and/or Property Damage**

Any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except as provided under the Loss of or Damage to Documents Extension of this Section).

**Cleaner Saver**

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Cleaner Saver

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