

Tradesman Insurance Policy



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1 Our agreement in general

1.1 This agreement

This Tradesman Insurance policy is between **you** and **us** as declared in the schedule. The **statement of fact**, this document, its schedule and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

Words in bold type face used in this **policy** document, other than in the headings, such as **you** above, have specific meanings attached to them as set out in clause 12, the General definitions and interpretation section of this document.

1.2 Policy period and premium

We will, in consideration of the payment of the premium and for the **period of insurance**, provide insurance in accordance with the **sections** of the **policy** shown as 'operative' in the schedule, subject to the conditions, exceptions and endorsements of the **policy**.

1.3 Basis for the policy

The **statement of fact** made by **you** or on **your** behalf is the basis of the contract. It shall be a condition of the **policy** that all the information in the **statement of fact** is true so far as it is within **your** knowledge or could, with reasonable diligence, have been ascertained.

In the event of a breach of any provision of this clause, and without prejudice to any of **our** other rights, **we** may reject or reduce claims connected with the breach and continue the **policy** on such terms as **we** may determine.

1.4 Security of Premises

The **policy** contains a minimum security protections condition. Please refer to clause 5.3.1 for full details. It is important that **you** do not alter door or window or other security devices unless allowed for within this condition.

1.5 Claims procedure

In the event of an incident resulting in a claim or one that may result in a claim, please read the claims procedure set out in clause 10.

For claims under all **sections** except **section F** please either:

1.5.1 contact your insurance broker; or

1.5.2 contact **us** by post to QBE Claims, Acclaim House, Central Park, New Lane, Leeds, LS11 5UF; and/or

1.5.3 telephone **us** on **0844 7369640**; or

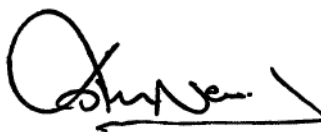
1.5.4 email details to SMEnewclaims@uk.qbe.com

For claims under **section F** please contact **DAS** on **0117 9271924** or as set out in clause 2 and 10.3.

We will be able to deal with **your** claim more effectively and speedily if **you** provide **your** **policy** number on first contact.

1.6 Signature

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



2 Helplines

DAS provide these services 24 hours a day, seven days a week during the **period of insurance**. To help check and improve their service standards, **DAS** record all calls.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not telephone to report a general insurance claim.

2.1.1 Eurolaw commercial legal advice

DAS will give **you** confidential legal advice over the telephone on any commercial legal problem affecting the **business**, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

2.1.2 Tax advice

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

2.1.3 Business assistance

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

To contact the above services, telephone on 0117 9271924 quoting **your policy** number.

2.1.4 Counselling

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

To contact the counselling helpline, telephone on 0117 934 2121. These calls are not recorded.

2.1.5 Employment manual

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

2.1.6 DASbusinesslaw

At www.dasbusinesslaw.co.uk **you** will find a wide range of letters, articles and reference information, as well as interactive document builders, designed to help **you** run **your business**.

The service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead.

3 Section A - Public and products liability

3.1 Public and products liability coverage

3.1.1 **We** will indemnify **you** against all sums that **you** shall become legally liable to pay as damages and claimant's cost in respect of accidental:

- a) **bodily injury** to any person;
- b) **damage** to tangible property;
- c) obstruction trespass nuisance or interference with any right of way air, light or water or other easement;
- d) wrongful arrest detention imprisonment or eviction of any person or invasion of the right of privacy;

occurring during the **period of insurance**:

- i) within the **territorial limits**;
- ii) in the course of the **business**; or
- iii) caused by the **products**;

but excluding liability arising from or caused by **pollution**.

3.1.2 Pollution coverage

Further **we** will indemnify **you** against all sums that **you** shall become legally liable to pay as damages and claimant's cost in respect of accidental:

- a) **bodily injury** to any person;
- b) **damage** to tangible property;
- c) denial of access;

arising out of or from **pollution** occurring during the course of **business** provided that the **pollution** is caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific moment in time and place during the **period of insurance**.

3.1.3 Limit of indemnity

Our liability for all damages payable to any claimant or number of claimants as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the limit of indemnity stated in the schedule but this limit of indemnity shall be the maximum amount payable in any one **period of insurance** in respect of liability arising from or caused by:

- a) **products**; or
- b) **pollution**

For the avoidance of doubt **costs and expenses** are payable in addition to the limit of indemnity except as provided for in clause 3.1.4.

3.1.4 USA and Canada

Insofar as this **policy** applies to legal liability arising in the United States of America or Canada or if an action for damages is commenced therein or if any subsequent action in connection therewith is brought elsewhere in the world **our** liability in respect of all damages payable, claimant's costs and all other **costs and expenses** incurred with **our** written consent shall not exceed the limit of indemnity;

3.2 Public and products liability cover extensions

3.2.1 Additional persons insured

- a) In the event of the death of any person entitled to indemnity under this **section**, **we** will indemnify in the terms of this **policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
- b) At **your** request **we** will indemnify in the terms of this **section**:
 - i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - ii) any director of **yours** or **employee** in respect of liability arising in connection with the **business**, provided that **you** would have been entitled to indemnity under the **section** if the claim had been made against **you**;
 - iii) any officer, committee or member of **your** canteen, sports, social or welfare organisations, fire, security, first aid, medical or ambulance services in their respective capacities as such;
 - iv) any director or senior official of **yours** in respect of private work undertaken by any **employee** for such director or senior official, provided that:
 - I. each person indemnified by this clause shall as though he were **you** observe fulfil and be subject to the terms of this **policy** insofar as they can apply;
 - II. **we** shall retain the sole conduct and control of all claims;
 - III. where **we** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of damages shall not exceed the limit of indemnity.

3.2.2 Compensation for court attendance

In the event of any of the under-mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **section** **we** shall provide compensation to **you** at the following rates per day for each day on which attendance is required:

- a) any of **your** directors or partners £500
- b) any **employee** £250

3.2.3 Contingent motor liability

Notwithstanding exclusion at 3.3.1 d) of this **section**, **we** shall indemnify **you** against legal liability in respect of **bodily injury** or **damage** arising out of the use in connection with the **business** of any motor vehicle not owned or provided by **you**.

The indemnity will not apply to legal liability:

- a) in respect of **damage** to such vehicle or to **goods** conveyed therein or thereon;
- b) in respect of **bodily injury** or **damage** arising while such vehicle is being:
 - i) driven by **you**;
 - ii) driven with **your** general consent or of **your** representative by any person who to **your** knowledge or **your** representative knowledge does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence;
 - iii) used elsewhere than in the **United Kingdom**;
- c) in respect of which **you** are entitled to indemnity under any other insurance.

3.2.4 Contractual liability

Where any contract or agreement entered into by **you** so requires **we** will:

- a) indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this **section**; and
- b) waive rights of subrogation against any party specified in the contract or agreement;

provided that:

- i) **you** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply;
- ii) **we** shall retain the sole conduct and control of all claims.

3.2.5 Cross liabilities

If more than one **insured** is referred to in the **policy** schedule this **section** shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the limit of indemnity.

3.2.6 Data Protection Act 1998

We will indemnify **you** and if **you** so require any **employee** in respect of their liability under the Data Protection Act 1998 ('DPA') to pay:

- a) compensation in respect of damage or distress under section 13 of Part II of the DPA including defence **costs and expenses**;
- b) defence costs in relation to a prosecution brought under section 21 of Part III of the DPA;
- c) in relation to claims made by an **employee**, provided that:
 - i) **you** have registered in accordance with the terms of the DPA;
 - ii) the claim arises from damage or distress caused or prosecution commenced during the **period of insurance**;
 - iii) this extension will not apply in respect of:
 - I. the cost of replacing, reinstating, rectifying or erasing any personal data;
 - II. liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this insurance the effect of which will knowingly result in liability under the DPA;
 - III. claims which arise out of circumstances notified to any previous insurer or known to **you** at inception of this **policy**;
 - IV. liability for which indemnity is provided under any other insurance.

3.2.7 Defective premises Act

We will indemnify **you** in respect of **bodily injury** or **damage** to property which **you** may incur as owner by virtue of the Defective Premises Act 1972 in connection with any **premises** which have been disposed of by **you** and which prior to disposal were occupied by **you** in connection with the **business**, provided that **we** shall not be liable for:

- a) any liability for which **you** are entitled to indemnity under any other policy of insurance;
- b) **bodily injury** or **damage** happening prior to such disposal;
- c) the cost of repairing, replacing or reinstating any defect giving rise to such claim or for the rectification of faulty workmanship.

3.2.8 Overseas personal liability

We shall indemnify **you** and if **you** so request any director or partner of **yours** or any **employee** or spouse of such person against legal liability incurred in a personal capacity whilst temporarily outside the **United Kingdom** in the course of the **business**.

The indemnity provided by this clause will not apply to legal liability:

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

3.2.9 Statutory defence costs including Health and Safety At Work, Etc. Act 1974

We will, with **our** prior consent which consent will not be unreasonable withheld, indemnify **you** and at **your** request any additional persons insured in respect of legal **costs and expenses** incurred defending any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought provided that the prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- b) **bodily injury** to, or potential **bodily injury** to persons other than **employees**;

and, **we** will also pay **you**:

- c) **costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with **our** written consent which consent will not be unreasonably withheld;
- d) prosecution costs awarded against **you**;

but the indemnity by this clause excludes and does not cover circumstances where the **insured** or any additional persons insured is entitled to indemnity by any other legal expenses, motor or employment protection policy;

- 3.2.10 For the avoidance of doubt the under noted statutes, whilst not exhaustive, are included within the statutes or regulations contemplated for which defence costs are insured by this clause:

- a) Health and Safety at Work, etc. Act 1974, but only sections 2 to 8,
- b) Health and Safety at Work (Northern Ireland) Order 1978,
- c) The Trade Description Act 1968
- d) Part II of the Consumer Protection Act 1987
- e) Part II of the Food Safety Act 1990.

3.2.11 Tenants liability

If the **premises** are leased, let, rented, hired or lent to **you**, exclusion 3.3.1 b) ii) of this **section** shall not apply provided that the indemnity will not apply to legal liability in respect of:

- a) **damage** arising under agreement unless liability would have attached to **you** in the absence of such agreement;
- b) the first £100 of any claim caused otherwise than by fire or explosion;
- c) **damage** caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance shall be effected by or on **your** behalf.

In addition **we** will indemnify **you** for legal liability in respect of all sums which **you** may be legally liable to pay as tenant for the cost of repairing accidental **damage** to cables and underground pipes and drains (and their inspection covers) on the **premises** or connecting them to the public mains.

3.3 Public and products liability exclusions

3.3.1 The insurance by this **section** excludes and does not cover liability for any claim in respect of:

- a) **bodily injury** to any **employee**;
- b) **damage** to:
 - i) property belonging to **you**;
 - ii) property which is leased let rented hired or lent to or which is the subject of a bailment to **you**;
- c) 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;
- d) the ownership possession or use by or on **your** behalf of any craft (air or waterborne) or mechanically-propelled vehicles (including power assisted cycles) other than mechanically-propelled garden implements used within the grounds of the **premises**;
- e) lack of care or skill in the giving of professional or other advice or treatment (other than first aid treatment);
- f) any action for damages brought in a Court of Law of any territory outside the **United Kingdom** in which **you** have a branch or subsidiary or is represented by a party domiciled in such territory or by a party holding **your** Power of Attorney;
- g) legal liability which attaches by virtue of an express warranty indemnity or guarantee given or entered into by **you** in connection with any **products** supplied and which would not have attached in the absence of such warranty or guarantee;
- h) liability arising from replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **product**;
- i) the first £250 of each and every claim for **damage** to property;
- j) **bodily injury, damage or pollution** caused by or in connection with anything sold or supplied by **you** or which to **your** knowledge are directly or indirectly exported to the United States of America or Canada;
- k) liquidated damages, fines or penalties, punitive damages, aggravated damages, any additional damages resulting from the multiplication of compensatory damages;
- l) anything (other than the **products**) that **you** have sold or supplied;
- m) or caused by any work involving the manufacture, mining, processing, use, installation, storage, removal, stripping out, demolition, disposal, distribution, inspection or testing of or exposure to asbestos, asbestos fibres, asbestos dust, or asbestos containing materials.

3.3.2 Damage to works/rectification of defects

The insurance by this **section** excludes and does not cover liability for any claim in respect of:

- a) **damage to goods** or materials supplied or for use by **you** or which form part of work that **you** are carrying out or have completed. This exclusion will not apply to **goods** or materials forming part of work completed by **you** under a separate previous contract.
- b) the cost or value of any defective harmful or unsuitable **goods** materials or work supplied used or undertaken.
- c) expenditure incurred by anyone in
 - i) investigating or providing a remedy for removing, reinstating, replacing, reapplying; or
 - ii) rectifying any defective harmful or unsuitable **goods** materials or work supplied used or undertaken.

3.3.3 Hazardous locations

The insurance by this **section** excludes and does not cover legal liability arising in connection with work undertaken in or on:

- a) aircraft or watercraft;
- b) airport or aerodrome runways manoeuvring areas or aprons or those parts of airports or aerodromes to which aircraft have access;
- c) railways or railway installations;
- d) docks or harbours;
- e) work on **offshore** installations;
- f) quarries mines or collieries;
- g) chemical or petro-chemical works oil refineries gas works or fuel storage facilities;
- h) power stations or nuclear plant;
- i) bridges viaducts tunnels dams chimney shafts towers or steeples.

3.3.4 Hazardous work

The insurance by this **section** excludes and does not cover legal liability arising in connection with any work:

- a) of demolition except demolition solely undertaken with hand held tools and of structures not exceeding five (5) metres in height by **employees** in the direct service of the **insured** when such work forms an ancillary part of a contract for construction, alteration or repair carried out by **you**;
- b) of construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts or mines;
- c) of pile driving, tunnelling or quarrying;
- d) involving the use of explosives;
- e) involving excavations below three (3) metres in depth;
- f) carried out at a height in excess of fifteen (15) metres.

3.4 Other Public and products liability terms and conditions

3.4.1 Discharge of liability

We may pay the limit of indemnity or any lesser amount for which any claim or claims against **you** can be settled and **we** shall be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

3.4.2 Fire Precautions

It is a condition precedent to liability under this **section** that in respect of use away from **your premises** of blow lamps, blow torches, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders (in circumstances where sparks are emitted) the undernoted precautions will be complied with on each occasion:

Blow Lamps Blow Torches Flame Guns and Hot Air Guns

- a) the area in which work is to be carried out to be examined and combustible property within the vicinity of the work either removed or as far as practicable covered by non-combustible materials;
- b) suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as is practicable;
- c) blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use;
- d) lighted blow lamps blow torches and flame guns not to be left unattended;
- e) hot air guns to be switched off when unattended;
- f) upon completion of each period of work a thorough fire safety check to be made of the vicinity of the work. The fire safety check to be undertaken at regular intervals for a period of at least one (1) hour after completion.

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

- g) the area in which the work is to be carried out including adjoining shafts or openings and the area on the other side of any wall or partition to be inspected to see whether any combustible property other than the property to be worked upon is in danger of ignition either directly or by conduction of heat;
- h) all combustible property to be removed to a distance of not less than six (6) metres from the point of work and property which cannot be moved to be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection;
- i) **you** shall arrange for a person who is competent in the use of fire extinguishing appliances to work in conjunction with the operative using the equipment to act as a fire watcher and to remain in attendance at all times until lighted flame equipment is extinguished;
- j) suitable fire extinguishing appliances to be made available for immediate use at the point of work;
- k) gas cylinders not in use to be kept outside the building in which the work is taking place where practicable but in any event at least fifteen (15) metres from the point of application of the heat;
- l) upon completion of each period of work a thorough fire safety check to be made of all areas referred to in paragraph (a) above. The fire safety check to be undertaken at regular intervals for a period of at least one (1) hour after completion

4 Section B - Employers liability

4.1 Employers' liability coverage

We will indemnify **you** against all sums that **you** shall become legally liable to pay as damages, including claimant costs recoverable from **you**, arising out of **bodily injury** caused during the **period of insurance**, within the **territorial limits** and sustained by an **employee** in the course of employment by **you** in the course of the **business**.

4.1.1 Limit of Indemnity

Our liability under this **section** for damages including **costs and expenses** payable in respect of any one claim against **you** or series of claims against **you** arising out of one cause shall not exceed the amount stated as the limit of indemnity in the **schedule**.

4.1.2 Right of recovery

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

Where any condition precedent, exclusion, term or condition of this **policy** is deemed prohibited by the act or regulations, then **we** will provide an indemnity to the **employee** under the terms of **section B** but **you** will repay to the **insurer** that part of **our** indemnity for which **we** would not otherwise have been liable under this **policy** by reason of any such breach of condition precedent, term, condition or exclusion.

4.2 Employers' liability - cover extensions

This **section** shall extend to include the following:

4.2.1 Additional persons insured

- a) In the event of the death of any person entitled to indemnity under this **section**, **we** will indemnify in the terms of this **policy** the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;
 - b) At **your** request **we** will indemnify in the terms of this **section**:
 - i) any principal in respect of liability arising out of the performance by **you** of any agreement entered into by **you** with the principal to the extent required by such agreement;
 - ii) any director of **yours** or **employee** in respect of liability arising in connection with the **business** provided that **you** would have been entitled to indemnity under the **section** if the claim had been made against **you**;
 - iii) any officer, committee or member of **your** canteen, sports, social or welfare organisations, fire security, first aid, medical or ambulance services in their respective capacities as such;
 - iv) any director or senior official of **yours** in respect of private work undertaken by any **employee** for such director or senior official
- provided that:
- I) each person shall as though he were the **insured** observe fulfil and be subject to the terms of this **policy** insofar as they can apply;
 - II) **we** shall retain the sole conduct and control of all claims.

4.2.2 Compensation for court attendance

In the event of any of the under-mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this **section**, **we** shall provide compensation to **you** at the following rates per day for each day on which attendance is required for:

- | | |
|---|------|
| a) any of your directors or partners | £500 |
| b) any employee | £250 |

4.2.3 Contractual liability

Where any contract or agreement entered into by **you** so requires **we** will:

- a) indemnify **you** against liability arising in connection with and assumed by **you** by virtue of such contract or agreement but only so far as concerns liability as defined in this **section to your employees**; and
- b) waive rights of subrogation against any party specified in the contract or agreement;

provided that:

- i) **you** shall arrange for such other parties as may be indemnified by any such contract or agreement, to observe and fulfil the terms and conditions of this insurance so far as they can apply;
- ii) **we** shall retain the sole conduct and control of all claims.

4.2.4 Cross liabilities

If more than one insured is referred to in the **policy** schedule this **section** shall apply to each one as if a separate **policy** had been issued to each provided that the total amount of indemnity payable to all parties in respect of damages shall not exceed the limit of indemnity.

4.2.5 Data Protection Act 1998

We will indemnify **you** and if **you** so require any **employee** in respect of their liability under the Data Protection Act 1998 ('DPA') to pay:

- a) compensation in respect of **damage** or distress under section 13 of Part II of the DPA including defence **costs and expenses**;
- b) defence costs in relation to a prosecution brought under section 21 of Part III of the DPA in relation to claims made by an **employee**, provided that:
 - i) **you** have registered in accordance with the terms of the DPA;
 - ii) the claim arises from **damage** or distress caused or prosecution commenced during the **period of insurance**;
 - iii) this extension will not apply in respect of:
 - I) the cost of replacing, reinstating, rectifying or erasing any personal data;
 - II) liability caused by or arising from a deliberate or intentional act by or omission of any party entitled to indemnity by this insurance the effect of which will knowingly result in liability under the DPA;
 - III) claims which arise out of circumstances notified to any previous insurer or known to **you** at inception of this **policy**;
 - IV) liability for which indemnity is provided under any other insurance.

4.2.6 Injury to working partners

If **you** are a working partner the cover will apply as though **you** were an employed person as long as:

- a) **bodily injury** is sustained while **you** are working in connection with the **business**;
- b) **bodily injury** is caused by another partner or employed person while working in connection with the **business**;
- c) **you** have a valid right of action for negligence against the other partner or employed person.

4.2.7 Statutory defence costs including Health and Safety At Work, Etc. Act 1974

We will, with **our** prior consent which consent will not be unreasonable withheld, indemnify **you** and at **your** request any additional persons insured in respect of legal **costs and expenses** incurred defending any alleged breach of statutory duty (including any prosecution brought under sections 2 to 8 of the Health and Safety at Work, etc. Act 1974, Health and Safety at Work (Northern Ireland) Order 1978 or similar legislation in the Isle of Man or the Channel Islands) or criminal proceedings brought provided that the prosecution or proceedings relate to:

- a) an offence alleged to have been committed during the **period of insurance** and in the course of **business**;
- b) **bodily injury** to, or potential **bodily injury** to **employees**;

and, **we** will also pay **you**:

- c) **costs and expenses** of appeal including appeal against improvement and prohibition notices incurred with **our** written consent which consent will not be unreasonably withheld;
- d) prosecution costs awarded against **you**;

but the indemnity by this clause excludes and does not cover circumstances where the **insured** or any additional persons insured is entitled to indemnity by any other legal expenses, motor or employment protection policy;

4.2.8 **Unsatisfied court judgments**

In the event of **bodily injury** caused during the **period of insurance**, within the **territorial limits** and sustained by an **employee** in the course of employment by **you** in the course of the **business** which results in a judgement for damages being obtained by such **employee** or his personal representatives and which remains unsatisfied in whole or in part six (6) months after the date of such judgement, **we** will at **your** request pay to the **employee** or his personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- a) the judgement for damages is obtained
 - i) in a court of law within the **United Kingdom**;
 - ii) against a company partnership or individual other than **you** conducting business at or from **premises** within the territories described in 4.2.8 a) i);
- b) there is no appeal outstanding;
- c) the judgement relates to **bodily injury** which would otherwise be within the terms of the **policy**;
- d) if any payment is made under the terms of this extension the **employee** or the personal representatives of the **employee** shall assign the judgment to **us**;

4.3 **Employers' liability exclusions**

4.3.1 **Vehicles**

This **section** excludes and does not cover liability for **bodily injury** sustained by an **employee** when the **employee** is:

- a) being carried in or upon a vehicle; or
- b) entering or getting onto or alighting from a vehicle

in circumstances where insurance or security is required to be effected by the **insured** to comply with the Road Traffic Act 1988 as amended by The Motor Vehicles (Compulsory Insurance) Regulations 1992 or any alteration to such regulations or any similar legislation applying to Northern Ireland, the Isle of Man or the Channel Islands or to any other territory consequent on the Third Council Directive 90/232/EEC of 14/05/1990 relating to insurance against civil liability in respect of the use of motor vehicles;

4.3.2 **Radioactive contamination**

So far as concerns the liability of any principal or liability assumed by **you** under agreement and which would not have attached in the absence of such agreement this **section** excludes and does not cover liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

4.3.3 **Offshore work**

This **section** excludes and does not cover liability arising from or caused by work **offshore**.

5 Section C - Business goods

5.1 Business goods - Coverage

5.1.1 Loss or damage to property insured

We will pay **you** or at **our** option replace or repair in respect of **damage** to the property insured by any cause not otherwise excluded from this **policy** happening during the **period of insurance**. The maximum **we** will pay is the sum insured shown in **your policy** schedule.

The property insured is:

5.1.2 Business equipment

Machinery and equipment for office use including portable electronic equipment belonging to or borrowed or leased by **you** or **your** partners principals directors or employed persons up to £2,500 any one item of property used in connection with the business at the **premises**.

5.1.3 Business stock

Stock-in-trade, trade samples and **goods** held in trust (other than described in 5.1.2 above) for which **you** are responsible whilst at the **premises**.

5.1.4 Reinstating the sum insured

In the event of any loss the **sum insured** will be automatically reinstated from the date of the loss unless there is written notice by **us** or **you** saying otherwise. **You** will have to pay an additional premium for this.

5.2 Business goods - Exclusions

We will not pay for:

5.2.1 Breakdown

mechanical or electrical breakdown or derangement.

5.2.2 Computers and systems

damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether **your** property or not where such **damage** is caused by programming or operator error, virus or similar mechanism or **hacking** (meaning unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data).

5.2.3 Excess

the amount of the excess shown in **your policy** schedule.

5.2.4 Other insurance

damage to property more specifically insured.

5.2.5 Process

damage to the property insured resulting from its undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair.

5.2.6 Shortages

damage caused by or consisting of

- a) acts of fraud or dishonesty;
- b) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.

5.2.1 **Sonic bangs**

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

5.2.2 **Theft from the Premises**

damage caused by theft or attempted theft:

- a) not involving entry into or exit from buildings by forcible or violent means;
- b) by any person lawfully in the **premises** where **you** or **your** partners, directors or employed persons or any member of **your** household is involved;
- c) from any building or part of any building not capable of being locked;
- d) from the open or from any yard, compound, garden or car park.

5.2.3 **Water table level**

damage attributable solely to change in water table level.

5.2.4 **Wear and tear**

damage caused by or consisting of:

- a) an existing or hidden defect;
- b) gradual deterioration, wear and tear, corrosion, rust or rot;
- c) change in temperature, colour, flavour, texture or finish.

5.2.5 **Weather**

damage to moveable property in the open by:

- a) wind, rain, hail, sleet or snow;
- b) flood;
- c) dust.

5.3 **Business goods other terms and conditions**

5.3.1 **Minimum standards of security**

It is a condition precedent to **our** liability for **damage** by theft or any attempt thereat that the following minimum level of security (or alternative security precautions as agreed in writing by **us** whether following a survey or otherwise) is installed at the **premises** and put into effect whenever the **premises** are left unattended:

- a) the final exit door of the **premises** are to be fitted with a mortise deadlock which has 5 or more levers and/or conforms to BS3621. A matching boxed striking plate must also be added.
- b) all other external doors and all internal doors giving access to any part of the building not occupied by **you** for the purpose of the **business** are to be fitted with either:
 - i) a mortise deadlock which has 5 or more levers or conforms to BS3621 with a matched boxed striking plate as specified above; or
 - ii) two key operated security bolts for doors one fitted approximately 30cm from the top of the door and the other 30cm from the bottom.
- c) aluminium or UPVC framed doors are to be fitted with integral cylinder key operated mortise deadlocks.
- d) all opening external basement ground floor and other accessible (accessible being a window that can easily be reached such as a window adjacent to a flat roof or fire escape balconies canopies or down pipes) windows, fanlights, roof lights and skylights are to be fitted with key operated window locks. This requirement does not apply to windows protected by solid steel bars weldmesh or expanded metal grilles securely fixed to the brickwork surrounding the window.
- e) any door or window officially designated a fire exit by a fire authority is excluded from the above requirements. These are to be secured internally by panic bolts or fire exit bolts (capable of opening at all times) any additional devices must be approved by the local Fire Prevention Officer.

6 Section D - Contractors all risks

6.1 Contractors all risks - Coverage

We will pay **you** or at **our** option replace or repair in respect of **damage** to the property insured by any cause not otherwise excluded from this **policy** happening during the **period of insurance**. The maximum **we** will pay is the **sum insured** shown in **your policy** schedule.

The property insured is:

6.1.1 Contract works

Permanent or temporary works carried out under any contract or development and materials used on or next to the site or being transported by road rail or inland waterway within the **territorial limits**.

6.1.2 Hired in plant

Constructional plant, machinery, trailers, tools, equipment, site huts or caravans (including their contents) **you** have hired to use in connection with the business while on the site of any contract or while being transported by road rail or inland waterway within the **territorial limits**.

6.1.3 Own plant

Constructional plant, machinery, trailers, tools, equipment, site huts or caravans (including their contents) belonging to **you** for use in connection with the business while on or next to the site of any contract carried out by **you** in transit by road rail or inland waterway or elsewhere within the **territorial limits**.

6.1.4 Employees tools

Portable tools and equipment including portable electronic equipment the personal property of **you** or **your** partners principals directors or employed persons up to £500 any one item of property and which are ordinarily used or needed on the site of any contract carried out by **you** in connection with the business anywhere within the **territorial limits**.

6.2 Contractors all risks – Extensions

6.2.1 Continuing hire charges

We will insure **you** against legal liability:

- a) to compensate the owner for **damage** to any hired in plant caused by its own breakdown or its own explosion;
- b) to pay to the owner any hire charges lost as a result of:
 - i) the physical **damage** to the hired in plant;
 - ii) a breakdown of the hired in plant due to the negligence or misuse by **you** or anyone working on **your** behalf but not any wilful act or wilful neglect by **you**.

Provided that:

- a) **we** will only pay the hire charges for the period during which the hired in plant is not working because of **damage** or breakdown for up to ninety (90) days but not including the first forty eight (48) hours;
- b) the maximum **we** will pay in respect of any one hire agreement is £25,000.

6.2.2 Debris removal and professional costs

In respect of contract works **we** will reimburse **costs and expenses** that **we** have approved for:

- a)
 - i) removing debris;
 - ii) dismantling or demolishing;
 - iii) shoring up propping and fencing off;
 - iv) clearing or repairing drains and service mains on the site.

b) architects, surveyors and consultants fees in connection with reinstatement of the property insured consequent upon its **damage** but not for preparing any claim.

6.2.3 Escalator clause

If there is an increase in the value of any contract the **sum insured** shown in the schedule will automatically increase for that contract as long as the amount of the increase is not more than 20% of the **sum insured**.

6.2.4 Expediting costs

We will pay for extra charges for overtime, nightwork work on public holidays express freight and air freight in relation to a claim under this **section** which is needed after any **damaged** property is repaired or replaced.

6.2.5 Free materials

The property insured includes any materials supplied by or provided to **you** by the employer for inclusion in any contract for which **you** are responsible. The value of the materials will not be included in the final valuation of the works carried out or the final contract price.

6.2.6 Immobilised plant

We will pay the necessary costs involved in recovering property insured which may become immobilised or immovable while being used in connection with any contract on which **you** are working.

6.2.7 Indemnity to principals

Your employer or principal are also covered under this insurance as necessary, but only to the extent required by the contract conditions in force between **you** and **your** employer or principal provided they observe the terms, exclusions and conditions of **your policy** and provided that we retain the sole conduct and control of all claims.

6.2.8 Local authorities

We will cover the extra cost of reinstatement that may be needed to meet building or other regulations under any act of parliament or Local Authority bye-laws as long as:

a) the amount recoverable does not include:

- i) the costs involved in complying with the relevant regulations or bye-laws which can be recovered elsewhere or which **you** received notice for before the **damage**;
- ii) the amount of any tax duty or other charge arising out of capital appreciation which may be paid for the property or by the owner to comply with the regulations or bye-laws.

b) the reinstatement work needed will be carried out as soon as possible.

6.2.9 Off-site storage

We will pay for the offsite storage of materials used for any contract while they are temporarily stored anywhere within the **territorial limits** as long as **you** are responsible for them under the terms of contract.

6.2.10 Redrawing plans and documents

We will reimburse the **costs and expenses** up to £25,000 for any one claim for rewriting or redrawing plans, drawings or other contract documents following their **damage**.

6.2.11 Reinstating the sum insured

In the event of any loss the **sum insured** will be automatically reinstated from the date of the loss unless there is written notice by **you** or **us** saying otherwise. **You** will have to pay an additional premium for this.

6.2.12 Show houses and contents

We will cover show house properties and show house contents until they are sold (including while being transported by road, rail or inland waterway and in temporary storage all within the **territorial limits**). The maximum **we** will pay in respect of the contents of any one show house is £10,000.

6.2.13 **Speculative building**

The contract works includes any property that is being built by **you** other than under contract and in relation to such property the insurance under this **section** will end:

- i) on the date the property is sold or let; or
- ii) three (3) months after the date of substantial completion of the work whichever is the earlier (substantial completion means completion apart from buyers or tenants choice of decorations and final fittings).

But if work on the site stops for more than three (3) months in a row this extension will be void unless **we** agree to it continuing by writing to **you**.

6.2.14 **Subcontractors**

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

- a) required by the terms of the contract;
- b) the subcontractor observes the terms, exclusions and conditions of **your policy**.

6.3 **Contractors all risks - Exclusions**

This insurance excludes and does not cover:

6.3.1 **Breakdown**

mechanical or electrical breakdown or derangement but this exclusion does not apply to the insurance granted by clause 6.2.1 b).

6.3.2 **Computers and systems**

damage to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data or any part thereof whether tangible or intangible (including but not limited to any information or programs or software) and whether **your** property or not where such **damage** is caused by programming or operator error, virus or similar mechanism or **hacking** (meaning unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits or retrieves data).

6.3.3 **Excess**

the amount of the excess shown in **your policy** schedule.

6.3.4 **Excluded property**

damage to the following:

- a) any mechanically propelled vehicle for which compulsory insurance or security is required but this exclusion does not apply to any vehicle mainly intended for use at contract sites nor any vehicle used solely at contract sites and which is not licensed for road use;
- b) any aircraft;
- c) any watercraft (other than watercraft of less than eight (8) metres in length or any hand propelled boat or pontoon).

6.3.5 **Faulty workmanship and design**

damage to property insured:

- a) which is faulty due to a defect in the design plan specification materials or workmanship but this does not apply to resultant **damage** to other property insured which is free of the fault;
- b) to enable the replacement repair or rectification of the property excluded by 6.3.5 a) above.

For the purpose of this insurance the property insured will not be considered **damaged** just because there is a fault in the design, plan, specification, materials or workmanship in the property insured or any part of it.

6.3.6 **Penalties under contract**

penalties under any contract for:

- a) delay detention or loss of use;

- b) losses arising in connection with guarantees of performance or efficiency;
- c) consequential loss or **damage** of any kind.

6.3.7 Responsibility of other people

damage:

- a) due to any owner tenant or occupier using any part of the permanent works;
- b) for which **you** are no longer responsible under the conditions of the contract.

6.3.8 Shortages

damage caused by or consisting of:

- a) acts of fraud or dishonesty;
- b) disappearance, unexplained or inventory shortage, misfiling, misplacing of information or clerical error.

6.3.9 Sonic bangs

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

6.3.10 Theft from unattended vehicles

theft or attempted theft of property insured while contained in an unattended vehicle or trailer unless there is evidence of forcible and violent entry to the vehicle or trailer.

6.3.11 Water table level

damage attributable solely to change in water table level.

6.3.12 Wear and tear

- a) **damage** due to wear and tear or gradual deterioration, rust, dust, action of light or atmospheric conditions;
- b) the cost of normal upkeep cleaning or normal repairs.

7 Section E - Personal accident

7.1 Personal accident coverage

We agree to pay compensation to the **insured person** on the basis of and in accordance with the terms of this **section** and the benefit amounts specified in the schedule in respect of **injury** sustained during the **period of insurance** causing:

- Item 1 Death or other capital benefits being total loss or permanent total loss of use of one or more limbs, total and irrecoverable loss of:
 - a) all sight in one or both eyes
 - b) speech
 - c) hearing

Item 2 **Permanent total disablement** (other than specified in Item 1 above)

Item 3 **Temporary total disablement**

Item 4 **Temporary partial disablement**

provided that:

- a) compensation will not be payable under more than one of the items above for the same **injury**; and
- b) payment under Item 3 or item 4 will cease if benefit under either Item 1 or 2 becomes payable when the sums paid under Items 3 and/or 4 will be deducted from the amount of benefit payable under Item 1 or 2.

7.1.1 Benefit period

- a) Item 3 is payable for a maximum period of 104 weeks (but not necessarily consecutive weeks) in respect of any one **injury** sustained by an **insured person**;
- b) Item 4 is payable for a maximum period of 52 weeks (but not necessarily consecutive weeks) in respect of any one **injury** sustained by an **insured person**.

7.2 Personal accident - exclusions

The insurance by this **section** excludes and does not cover:

7.2.1 the **deferment period**.

7.2.2 **injury**

- a) resulting from or engaging in aeronautics or aviation other than as a fare paying passenger of a properly licensed passenger aircraft;
- b) resulting from or engaging in racing on wheels or on horseback or practice rugby football, motorcycling or pillion riding or underwater activities involving the use of breathing apparatus;
- c) resulting from or engaging in mountaineering, rock climbing or potholing;
- d) resulting from or engaging in any sport undertaken on a professional or semi-professional basis;
- e) due to contributed to or accelerated by insanity;
- f) resulting from any operational duties as a member of the Armed Forces;
- g) resulting directly or indirectly from pregnancy or childbirth.

7.2.3 suicide self inflicted injuries (other than in an attempt to save life) or venereal infection.

7.2.4 **injury** sustained whilst under the influence of or disablement due wholly or partly to the effects of alcohol or drugs other than drugs taken in accordance with treatment prescribed and directed by a qualified registered medical practitioner but not for the treatment of drug addiction;

- 7.2.5 any claim arising directly or indirectly from **Injury** attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivative(s) or variation(s) thereof however caused;
- 7.2.6 death or disablement directly or indirectly resulting from or consequent upon any **pre-existing condition** not declared to and accepted by us in writing, or any **injury** contributed to or aggravated by any specifically excluded or **pre-existing condition**, and any condition or body part specifically excluded by endorsement attached to or incorporated in the schedule.
- 7.2.7 **injury** resulting from **terrorism**.

7.3 Other Personal accident terms and conditions

- 7.3.1 On the happening of any event which may give rise to a claim **you** shall provide all certificates information and evidence required by **us** at our expense and in such form as **we** may require. The **insured person** as often as required shall submit to medical examination on **our** behalf and at **our** expense in respect of any alleged **injury**.

8 Section F - Legal expenses

8.1 Legal expenses cover

- 8.1.1 This **section** will cover the **person insured** in respect of any **insured incident** arising in connection with the **business** shown in the **schedule** provided that:
- a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
 - b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
 - c) in civil claims it is always more likely than not that a **person insured** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.
- 8.1.2 For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **person insured** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.
- 8.1.3 If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.
- 8.1.4 **We** will pay compensation awards that **we** have agreed to.
- 8.1.5 The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the **schedule**.

8.2 Employment disputes and compensation awards

8.2.1 Employment disputes

We will defend **your** legal rights:

- a) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an **employee**; or
- b) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- c) in legal proceedings in respect of any dispute with:
 - i) an **employee** or ex-**employee** or a trade union acting on behalf of an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**; or
 - ii) an **employee**, prospective **employee** or ex-**employee** arising from an alleged breach of their statutory rights under employment legislation.

8.2.2 Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation;
in respect of a claim **we** have accepted under clause 8.2.1.

Provided that:

- a) in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:
 - i) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or
 - ii) followed equivalent codes of practice issued by the labour relations agency in Northern Ireland; or
 - iii) sought and followed advice from **our** legal advice service.

- b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute.
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** claims department prior to serving notice of redundancy.
- d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.
- e) the total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

8.2.3 **Service Occupancy**

We will negotiate for **your** legal rights against an **employee** or ex-**employee** to recover possession of premises owned by, or for which **you** are responsible.

8.3 **Legal defence**

At **your** request

8.3.1 **We** will defend the **person insured's** legal rights:

- a) prior to the issue of legal proceedings when dealing with the:
 - i) police;
 - ii) health and safety executive and/or local authority health and safety enforcement officer;
 where it is alleged that the **person insured** has or may have committed a criminal offence; or
- b) following an event which leads to the **person insured** being prosecuted in a court of criminal jurisdiction; or
- c) if civil action is taken against the **person insured** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **person insured** under section 13 of the Data Protection Act 1998.

8.3.2 **We** will defend **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

8.3.3 **We** will defend the **person insured's** (other than **your**) legal rights if:

- a) an event arising from their work as an **employee** leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
- b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **your employees**.

8.3.4 **We** will represent the **person insured** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **your business**.

8.3.5 **We** will represent **you** in appealing against the refusal of the information commissioner to register **your** application for registration.

8.3.6 **We** will pay the **attendance expenses** of a **person insured** for jury service.

Provided that:

- a) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies;

- b) at the time of the **insured incident** you have registered with the information commissioner in respect of clause 8.3.1 c).

8.4 Statutory licence protection

We will represent **you** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British standard certificate of registration.

8.5 Property protection and bodily injury

8.5.1 Property protection

We will negotiate for **your** legal rights in any civil action relating to material property which is owned by **you**, or is **your** responsibility, following:

- a) any event which causes physical damage to such material property; or
- b) any nuisance or trespass.

8.5.2 Bodily injury

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

8.6 Tax protection

8.6.1 Full or aspect enquiries

We will negotiate on **your** behalf in respect of a **full enquiry** and/or **aspect enquiry** and represent **you** in any subsequent appeal proceedings.

8.6.2 Employers' compliance

We will negotiate on **your** behalf and represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with pay as you earn or social security regulations following a review by HM Revenue & Customs.

8.6.3 VAT disputes

We will negotiate on **your** behalf and represent **you** in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of value added tax due.

Provided that under clause 8.6:

- a) for all **insured incidents**, **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
- b) **we** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

8.7 Contract disputes (Your schedule will indicate if this is operative)

We will negotiate for **your** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by you or on your behalf for the purchase, hire, sale or provision of goods or of services provided that:

- a) the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **you** will be responsible for the first £500 of **legal costs** in each and every claim.
- b) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- c) if the dispute relates to money owed to **you**, a claim under this **section** is made within ninety (90) days of the money becoming due and payable.

8.8 Specific Legal expenses limitations and exclusions

This **section** excludes and does not cover:

8.8.1 Employment disputes and compensation awards

a) Employment disputes

- i) Any employment dispute where the cause of action arises within the first ninety (90) days of the indemnity provided by this **section**.
- ii) Any dispute with an **employee** who was subject to a written or oral warning (formal or informal) within one hundred and eighty (180) days immediately preceding the inception date of the indemnity provided by this **section** if the **date of occurrence** was within the first one hundred and eighty (180) days of the indemnity provided by this **section**.
- iii) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first one hundred and eighty (180) days of the indemnity provided by this **section**.
- iv) Any claim in respect of damages for personal injury or loss of or damage to property.
- v) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

b) Compensation awards

- i) Any compensation award relating to the following:
 - I. trade union activities, trade union membership or non-membership;
 - II. pregnancy or maternity rights;
 - III. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - IV. statutory rights in relation to trustees of occupational pension schemes;
 - V. statutory rights in relation to Sunday shop and betting work.
- ii) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- iii) Any award ordered because **you** have failed to provide relevant records to **employees** under the National Minimum Wage laws.
- iv) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

c) Service occupancy

Any claim relating to defending **your** legal rights other than defending a counter-claim.

8.8.2 Legal defence

Any claim which leads to the **person insured** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

8.8.3 Statutory licence protection

- a) An original application or application for renewal of a statutory licence, mandatory registration or British standard certificate of registration.
- b) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

8.8.4 **Property protection and bodily injury**

a) **Property Protection**

Any claim relating to the following:

- i) a contract entered into by **you**;
- ii) goods in transit or goods lent or hired out;
- iii) goods at premises other than those occupied by **you** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **you**;
- iv) mining subsidence;
- v) defending **your** legal rights other than in defending a counter-claim;
- vi) a motor vehicle owned or used by, or hired or leased to a **person insured** other than damage to motor vehicles where **you** are engaged in the business of selling motor vehicles.

b) **Bodily injury**

Any claim relating to the following:

- i) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- ii) defending a **person insured's** or their family members' legal rights other than in defending a counter-claim; or
- iii) a motor vehicle owned or used by, or hired or leased to a **person insured** or their family members.

8.8.5 **Tax protection**

- a) In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
- b) Any **insured incident** arising from a tax avoidance scheme.
- c) Any **insured incident** caused by **your** failure to register for value added tax.
- d) Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs special investigations section or special civil investigations or the Revenue & Customs prosecution office.
- e) Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

8.8.6 **Contract disputes**

- a) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this **section** if the **date of occurrence** is within the first ninety (90) days of the indemnity provided by this **section**.
- b) Any claim relating to the following:
 - i) the settlement payable under an insurance policy;
 - ii) a lease, licence or tenancy of land or buildings other than a dispute with professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - iii) a loan, mortgage, pension or any other financial product and choses in action;
 - iv) a motor vehicle owned by, or hired or leased to, **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
- c) A dispute with an **employee** or ex-**employee** which arises out of, or relates to, a contract of employment with **you**.
- d) A dispute which arises out of the:
 - i) sale or provision of computer hardware, software, systems or services; or
 - ii) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.

- e) A dispute arising from a breach or alleged breach of professional duty by a **person insured**.
- f) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

8.9 General legal expenses limitations and exclusions

This **section** excludes and does not cover:

- 8.9.1 Any claim reported to **us** more than one hundred and eighty (180) days after the date the **person insured** should have known about the **insured incident**.
- 8.9.2 **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 8.9.3 Fines, penalties, compensation or damages which the **person insured** is ordered to pay by a court or other authority other than compensation awards as covered under clause 8.2.2 Compensation awards and clause 8.3 Legal defence.
- 8.9.4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 8.9.5 Any claim relating to franchise or agency agreement entered into by **you**.
- 8.9.6 Any **insured incident** deliberately or intentionally caused by a **person insured**.
- 8.9.7 A dispute with **us** not otherwise dealt with under clause 8.10.17.
- 8.9.8 Any claim relating to a shareholding or partnership share in the **insured** unless such shareholding was acquired under a scheme open to all employees of the **insured** or a substantial number of them of a certain minimum grade other than the directors or partners of the **insured**.
- 8.9.9 Judicial review.
- 8.9.10 Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 8.9.11 Legal action a **person insured** takes which **we** or the **representative** have not agreed to or where the **person insured** does anything that hinders **us** or the **representative**.
- 8.9.12 When either at the commencement of or during the course of a claim, **you** are bankrupt or have filed a bankruptcy petition or winding-up petition, or have made an arrangement with **your** creditors, or have entered into a deed of arrangement or are in liquidation or part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 8.9.13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date

8.10 Legal expenses other terms and conditions

- 8.10.1 A **person insured** must:
 - a) keep to the terms and conditions of this **policy**;

- b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - d) try to prevent anything happening that may cause a claim;
 - e) send everything **we** ask for, in writing;
 - f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 8.10.2 **We** can take over and conduct in the name of the **person insured**, any claim or legal proceedings at any time.
- 8.10.3 **We** can negotiate any claim on behalf of a **person insured**.
- 8.10.4 **We** will choose the **representative** to represent a **person insured** in any proceedings where **we** may be liable to pay a **compensation award**. In any other case a **person insured** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:
- a) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of a **person insured** in those proceedings; or
 - b) there is a conflict of interest
- 8.10.5 Before a **person insured** chooses a lawyer or an accountant, **we** can appoint a **representative**.
- 8.10.6 A **representative** will be appointed by **us** and represent a **person insured** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
- 8.10.7 **We** will have direct contact with the **representative**.
- 8.10.8 A **person insured** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
- 8.10.9 A **person insured** must give the **representative** any instructions that **we** require.
- 8.10.10 A **person insured** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
- 8.10.11 If a **person insured** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- 8.10.12 **We** may decide to pay the **person insured** the amount of damages that the **person insured** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 8.10.13 If **we** ask, a **person insured** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
- 8.10.14 A **person insured** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 8.10.15 If a **representative** refuses to continue acting for you with good reason or if you dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 8.10.16 If a **person insured** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 8.10.17 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **person insured** can choose a suitably qualified person to arbitrate. **We** and the **person insured** must both agree to the choice of

this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

- 8.10.18 **We** may at **our** discretion require **you** to obtain an opinion from counsel at **your** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 8.10.19 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this **policy** did not exist.
- 8.10.20 This section will be governed by English law.
- 8.10.21 All Acts of Parliament within this **section** shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

9 General exceptions

9.1 Date recognition

This **policy** excludes and does not cover any claim directly or indirectly caused by or contributed to by or arising from the failure of any computer or other equipment, data, processing, service, product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer, software, program or process or any other electronic system or any design or advice in connection with any of the foregoing irrespective of ownership possession or use and whether occurring before during or after the year 2000:

- 9.1.1 correctly to recognise any date as its true calendar date;
- 9.1.2 to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- 9.1.3 to capture save or retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or correctly to process such data on or after any date but this shall not exclude in respect of **section C** – business goods and **section D** – Contractors all risks subsequent **damage** not otherwise excluded which itself results from fire, lightning, explosion, theft, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal provided such contingency is insured by the **section**.
- 9.1.4 This exception is not applicable to **section B** – Employers' liability

9.2 Electrical plant

Except in respect of claims arising under **sections A and B** this **policy** excludes and does not cover any **damage** to or destruction of any electrical plant or electrical appliance i.e. dynamo, transformer, motor or other working electrical machinery apparatus or fittings directly caused by its own over-running, short-circuiting, excessive pressure or self-heating but should fire extend to and **damage** or destroy any other part of the plant or appliances or other property insured hereby such **damage** or destruction is not excluded by the **policy**.

9.3 Heat processes

Except in respect of claims arising under **sections A and B** this **policy** excludes and does not cover any **damage** to property insured due to its undergoing any process necessarily involving application of heat.

9.4 Northern Ireland

Except in respect of claims arising under **sections A and B** this **policy** excludes and does not cover any **damage** in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

- 9.4.1 riot, civil commotion and (except in respect of **damage** by fire or explosion) strikers locked-out workers or persons taking part in labour disturbances or malicious persons;
- 9.4.2 Terrorism.
In any action suit or other proceedings where **we** allege that by reason of this exclusion any **damage** is not covered by this **policy** the burden of proving that such **damage** is covered shall be upon **you**.

9.5 Nuclear risks

Except in respect of claims admissible under **section B**:

- 9.5.1 **damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- 9.5.2 any legal liability of whatsoever nature;

9.5.3 any sum which **you** become legally liable to pay or any loss or expense; directly or indirectly caused by or contributed to by or arising from or, in the case of 9.5.3 above, attributable to:

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

9.6 Pressure waves

This **policy** excludes and does not cover any **damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9.7 Requisition or confiscation of property

This **policy** excludes and does not cover any **damage** occasioned by or happening through confiscation or requisition or destruction by order of the Government or any Public Authority.

9.8 War and terrorism

Except in respect of claims arising under **sections A and B** this **policy** excludes and does not cover any **damage** cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with:

9.8.1 any act of **war** or **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

9.8.2 any action taken in controlling preventing suppressing or in any way relating to any act of **war** or **terrorism**.

If **we** allege that by reason of this exception any **damage** cost or expense is not covered by this **policy** the burden of proving the contrary shall be upon **you**.

9.9 War and terrorism cover amendment clause applicable only to section A - Public and products liability

9.9.1 **Section A** excludes and does not cover any liability which arises directly or indirectly out of or caused by **war** or **terrorism** except that this exclusion shall not apply to the first £2,000,000 (in the aggregate) of any liability for an act of **war** or **terrorism** provided that:

- a) **our** maximum liability will not exceed £2,000,000 in the aggregate during any one **period of insurance**; and
- b) notwithstanding the indemnity granted at the above paragraph this **policy** excludes and does not cover liability of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of **war** or **terrorism** or any action taken in controlling preventing suppressing or in any way relating to **terrorism**;
 - i) arising by through or in connection with:
 - I. the provision of police, fire or security services of any kind
 - II. any public or private utility including telecommunications, electricity, gas, water, radio and television;
 - III. public transport services whether rail, road, sea or air.
 - ii) arising out of the ownership operation or occupation of or work in at or on:
 - IV. airports, airfields, ports, rail or underground stations freight or passenger terminals;
 - V. government, military or local authority establishments;
 - VI. buildings of more than twenty (20) floors in height including basements and underground car parks;
 - VII. facilities for the manufacture processing, refining, distribution or storage of liquid or gaseous fuel, oil, petrochemical, chemicals, explosives or ammunition;
 - VIII. tunnels, bridges, viaducts, aqueducts, dams, river or sea defences;

- IX. schools, colleges, universities, or places of education or religious worship;
- X. sports, stadiums, theatres or entertainment, arenas, amusement, parks, exhibition or conference halls.

9.10 War, political risk and terrorism limitation applicable only to section B – Employers' liability

9.10.1 **Section B** excludes and does not cover any liability which arises directly or indirectly out of or caused by **war** or **terrorism** except that this exclusion shall not apply to the first £5,000,000 of any liability for an act of **war** or **terrorism** provided that **our** maximum liability will not exceed £5,000,000 in respect of:

- a) any one claim against **you** or series of claims against **you**; and
- b) any claim or series of claims made by **you** under **section B**;

arising out of one occurrence.

10 Claim procedure

10.1 Claim notification - all sections except section F

10.1.1 On the happening of any event which may give rise to a claim **you** must:

- a) notify **us** immediately;
- b) inform the police immediately if the **damage** has been caused by thieves malicious persons or vandals or by riot civil commotion strikes or labour disturbances.

10.1.2 You may contact **us** directly or indirectly as follows:

- a) by first advising your insurance broker; and/or
- b) by post to QBE Claims, Acclaim House, Central Park, New Lane, Leeds, LS11 5UF; and/or
- c) by telephone **us** on **0844 7369640**; or
- d) by email to SMEnewclaims@uk.qbe.com

We will be able to deal with **your** claim more effectively and speedily if **you** provide **your** **policy** number on first contact.

10.2 Your Duties – all sections except section F

10.2.1 On the happening of any event which may give rise to a claim **you** must

- a) give all information and assistance **we** may require;
- b) not make or allow to be made on **your** behalf any admission offer promise payment of indemnity without **our** written consent;
- c) take all practicable steps to recover property lost and otherwise minimise the claim
- d) within thirty (30) days or such further time as **we** may allow in writing deliver to **us** a written claim providing at **your** own expense all details proofs and information regarding the cause and amount of **damage** as **we** may reasonably require together with details of any other insurances on any property insured by this **policy** and (if demanded) a statutory declaration of the truth of the claim and or any related matters; and
- e) as regards **section E** within thirty (30) days after the expiry of the **indemnity period** or within such further time as the **we** may in writing allow at **your** own expense deliver to **us** a statement setting out particulars of the claim together with details of all other insurance covering any part of the damage or resulting loss of gross profit. You shall at **your** own expenses also provide **us** with such books of account and other **business** books vouchers invoices balance sheets and other documents proofs information explanation and other evidence as may reasonably be required by **us** for the purpose of investigating or verifying such claim together with (if demanded) a statutory declaration of the truth of the claims and any related matter. No claim under this **section E** shall be payable unless the terms of these conditions have been complied with and in the event of non compliance therewith in any respect any payment on account of the claim already made shall be repaid to **us** immediately.

10.2.2 In respect of any event which may give rise to a claim under **sections A** or **B**, **you** must:

- a) immediately forward to **us** every letter claim writ summons and process immediately upon receipt without acknowledgement;
- b) advise **us** in writing immediately **you** have knowledge of any pending prosecution inquest fatal **accident** or ministry inquiry.

10.3 Claim notification - Section F

To make a claim under this **section** please telephone us on 0117 9271924. **DAS** will ask **you** about **your** legal dispute and if necessary call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this **section**, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm

that **you** are covered but they will pass the information **you** have given to the claims handling teams and explain what to do next.

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

Alternatively **you** can email **your** claim to us at newclaims@das.co.uk

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

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

11 General conditions

11.1 Alteration of risk

You must give **us** notice as soon as practical of any alteration or change affecting the risk insured. If **we** accept any such alteration or change it may affect the premium terms or conditions of the cover. If **we** do not accept any such alteration or change the insurance will be cancelled by issuing seven (7) days notice of cancellation by registered post to **your** address shown in the schedule

11.2 Arbitration

If any difference arises as to the amount to be paid under this **policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **insurer**.

11.3 Basis of rating

- a) The premium is based on the total number of people shown in **your policy** schedule. **You** must tell **us** immediately if this number changes and pay any extra premium which may be necessary.
- b) If **employed persons** are engaged in connection with **the business** on a temporary basis **you** must allow for such persons under the total number of people shown in **your policy** schedule. However if the total number of working days for all temporarily **employed persons** in any one **period of insurance** is less than fifty (50) days cover will automatically be provided and **you** do not need to tell **us**.

11.4 Cancellation

11.4.1 Our rights

We shall not be bound to accept any renewal of this **policy** and may at any time give twenty one (21) days notice of cancellation by recorded delivery to **your** last known address. **You** shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this **policy** provided that there have been:

- a) no claims made under the **policy** for which **we** have made a payment;
 - b) no claims made under the **policy** which are still under consideration;
 - c) no incident likely to give rise to a claim but is yet to be reported to **us**;
- during the current **period of insurance**

This termination will be without prejudice to **your** or **our** rights or claims incurred prior to the expiration of such notice. If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no refund for the unexpired portion of the premium will be given.

11.4.2 Your rights

You may cancel this **policy** in the first year of insurance during the fourteen (14) days after the contract has been concluded by giving notice in writing to **your** insurance adviser at the address shown in their correspondence or to QBE Insurance (Europe) Ltd. This right does not apply at the first or any subsequent renewal of the **policy**. Provided that there have been:

- a) no claims made under the **policy** for which **we** have made a payment;
 - b) no claims made under the **policy** which are still under consideration;
 - c) no incident likely to give rise to a claim but is yet to be reported to **us**;
- during this fourteen (14) day period **we** will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **policy** subject to a minimum premium of £50.

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

11.5 Confirmation of values at risk

You must provide to **us** at the inception of the **policy** and annually thereafter full details of the declared value as well as the wageroll and turnover of the **business**.

11.6 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both **we** and **you** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

11.7 Contribution

If at the time of any loss damage or liability arising under this **policy** there shall be any other insurance covering such loss damage or liability or any part thereof **we** shall not be liable for more than its proportional share thereof.

11.8 Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

11.9 Disclosure Under the Data Protection Act 1998

11.9.1 **We** record and hold data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. **We** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.

11.9.2 Further, by accessing and updating various databases **we** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.

11.10 Fraud

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy** or if any liability or **damage** is occasioned by wilful act or with **your** connivance there will be no rights to any form of payment or indemnity under this **policy**.

Further any claim paid to **you** in respect of any fraudulent means or device must be repaid to **us**.

11.11 Instalments

If the premium on this **policy** is paid by **our** instalment plan and **you** do not pay each instalment on the due date all cover under the **policy** is cancelled from the date the instalment was due.

If the premium on this **policy** is paid by **our** budget plan and during the current period of insurance:

- a) a claim has been made under the **policy** for which **we** have made a payment
- b) a claim has been made under the **policy** which is still under consideration
- c) an incident has happened which is likely to lead to a claim but is yet to be reported to **us** the annual premium remains due in full.

In this case monthly collections must continue or a one-off payment be agreed to settle the outstanding amount.

If the annual premium is not paid in full **we** may take any outstanding instalments from any claim payment that may be due to **you** or payable on **your** behalf. **We** will keep any instalments taken before the cancellation notice for the budget agreement. Any refund of premium will be for any collections taken between the time of the notice and cancellation.

11.12 Law applicable to this policy

This **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court, London.

11.13 Observance

It is a condition precedent to **our** liability under this **policy** that the terms hereof so far as they relate to anything to be done or complied with by **you** are duly and faithfully observed and fulfilled by **you** and by any other person who may be entitled to be indemnified under this **policy**.

11.14 Other insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same legal liability loss or damage **we** will not pay more than **our** rateable proportional share.

11.15 Our right

We shall be entitled:

- a) on the happening of any **damage** to enter any building where such **damage** has happened and to take and keep possession of the property insured and to deal with salvage in a reasonable manner and this **policy** shall be proof of leave and licence for such purpose but the property may not be abandoned to **us**;
- b) at its option to either:
 - i) repair or replace the property or any part of the property for which it may be liable under this **policy**; or
 - ii) make payment in money to **you** in lieu of such repair or replacement or reinstatement effected as nearly as may be reasonably practicable shall be deemed a complete indemnity under this **policy**;

11.16 Premium adjustments following cover amendments

11.16.1 In the event of cancellation, adjustment of premium or notification of a change of circumstances the premium for this insurance will be re-calculated to reflect the material change to the risk. The amended annual premium will be compared to the annual premium charged at inception or most recent annual premium following previous amendment and any difference payable or refundable calculated. This difference will be adjusted, according to the terms of the **policy**, to represent the change of premium for the unexpired **period of insurance**.

11.16.2 Where the difference results in an additional charge or refund of premium of less than GBP20.00 any such charge or refund will be waived and not processed. If this difference results in an additional charge or refund of premium greater than GBP20.00 this sum will be charged or refunded via **your** intermediary.

11.17 Reasonable precautions

You will take:

- 11.17.1 all reasonable precautions to prevent occurrences which may give rise to **damage**;
- 11.17.2 all reasonable steps to comply with statutory requirements obligations and regulations imposed by any authority;
- 11.17.3 immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require.

11.18 Representation

You will act on behalf of all **other insured parties** under this **policy** with respect to the giving and receiving of any notices from **us** or **our** representatives including any notice of

cancellation. The payment to **you** of any return premium that may be payable under this **policy** will satisfy **our** obligations to return premium to any **other insured party**.

11.19 Subrogation

- 11.19.1 Any claimant under this **policy** shall at our request and at the expense take and permit to be taken all necessary steps for enforcing rights against any other party in the name of the **insured** before or after any payment **we** may make.
- 11.19.2 **We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim or to prosecute in **your** name at **our** own expense and for **our** own benefit any claim for indemnity or damages or otherwise.

11.20 Tracing office Database

- 11.20.1 Where **we** provide an indemnity under the Employers' Liability (Compulsory Insurance) Regs. 1998, **we** are required by regulation to maintain a database of all the companies and subsidiary companies covered by such insurance. **We** support and will add details of all company names to the Employers' Liability Tracing Office database.
- 11.20.2 Accordingly it is a condition of this insurance that **you** undertake to supply full details (as required by the Employers' Liability Tracing Office) of the company and all subsidiary companies to **us** at inception of this **policy** and promptly thereafter following acquisition or disposal of any subsidiary company.

12 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

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

12.1 Accident

Accident means a single and unexpected event, which occurs at an identifiable time and place.

12.2 Aspect enquiry

For **section F** – Legal expenses, aspect enquiry means an examination by HM Revenue & Customs which considers one or more specific aspects of the **insured's** self assessment and/or corporation tax return.

12.3 Bodily injury

12.3.1 For all **sections** except **section F** – Legal expenses, bodily injury means death and injury, illness or disease whether bodily or mental.

12.3.2 For **section F** – Legal expenses, bodily injury means death or injury caused by a specific or sudden accident.

12.4 Business

Business means the business stated in the schedule including:

12.4.1 the provision and management of canteen sports social or welfare organisations for the benefit of **employees** and fire security first aid medical and ambulance services;

12.4.2 private work undertaken with **your** prior consent by **employees** for any director or senior official of the **insured**;

12.4.3 the ownership maintenance and repair of such **premises**.

12.5 Costs and expenses

12.5.1 For **sections A** and **B** costs and expenses means costs and expenses other than claimants costs incurred with our written consent in respect of:

a) any claim which may be the subject of indemnity under **sections A** or **B**

b) solicitors' fees incurred with **our** written consent for;

i) defence in any Court of Summary Jurisdiction of any proceedings brought against **you** in respect of breach or alleged breach of any statutory duty resulting in **injury**;

ii) representation at a Coroners Court or fatal accident Inquiry in respect of any death

which may be the subject of indemnity under **sections A** or **B**.

12.5.2 For **section F** – Legal expenses, costs and expenses means:

a) Legal costs

Legal costs being all reasonable and necessary costs chargeable by the **representative** on a standard basis. Also, the costs incurred by opponents in civil cases if a **person insured** has been ordered to pay them, or pays them with our agreement.

b) Accountant's costs

Accountant's costs being a reasonable amount in respect of all costs reasonably incurred by the **representative**.

c) Attendance expenses

Attendance expenses being the **person insured's** salary or wages for the time that the **person insured** is off work to attend any arbitration, court or tribunal hearing at the request of the representative or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **person insured's**

The amount we will pay is based on the following:

- i) the time the **person insured** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- ii) if the **person insured** works full time, the salary or wages for each whole day equals 1/250th of the **person insured's** yearly salary or wages;
- iii) if the **person insured** works part-time, the salary or wages will be a proportion of the **person insured's** weekly salary or wages.

12.6 Damage

Damage means:

- 12.6.1 loss of, destruction of or damage to tangible property;
- 12.6.2 in respect of **section A** loss of use of tangible property that has been lost destroyed or damaged.

12.7 DAS

DAS means DAS Legal Expenses Insurance Company Limited.

12.8 Date of occurrence

For **section F** – Legal expenses, date of occurrence means:

- 12.8.1 for civil cases (other than under insured incident – 8.6 Tax Protection), the date of occurrence is when the cause of action first accrued;
- 12.8.2 for criminal cases, the date of occurrence is when the **person insured** commenced or is alleged to have commenced to violate the criminal law in question;
- 12.8.3 for licence or registration appeals, the date of occurrence is when the **insured** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **insured's** licence or British Standard Certificate of Registration.
- 12.8.4 for full enquiries or aspect enquiries, the date of occurrence is when HM Revenue & Customs first notifies in writing the intention to make enquiries.
- 12.8.5 for Employers' Compliance and Value Added Tax disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to the **insured**.

12.9 Deferment period

Deferment period means the number of consecutive days as stated in the **schedule** from the date the **insured person** suffers **temporary total disablement** and/or **temporary partial disablement** during which no benefits are payable. The sum of money represented by such periods will not contribute towards any claim for benefits under this insurance.

12.10 Employee

Employee means:

- 12.10.1 any person under a contract of service or apprenticeship with **you**;
- 12.10.2 any person who is hired to or borrowed by **you**;
- 12.10.3 any person engaged in connection with a work experience or training scheme;
- 12.10.4 any labour master or person supplied by him;

- 12.10.5 any person engaged by labour only sub-contractors;
12.10.6 any self-employed person working on a labour only basis under **your** control or supervision;
12.10.7 any voluntary helper;
while working for **you** in connection with the **business**.

12.11 Full enquiry

For **section F** – Legal expenses, full enquiry means an extensive examination by HM Revenue & Customs which considers all aspects of the **insured's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **insured's** self assessment and/or corporation tax return.

12.12 Goods

Goods mean **your** goods and tools or for which **you** are responsible and relating to the **business**

12.13 Hacking

Hacking means unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data

12.14 Indemnity period

Indemnity period means the period beginning with the happening of the **damage** and ending not later than the number of months shown in the schedule during which the results of the **business** are affected as a result of the **damage**.

12.15 Injury

Injury means a specific injury which is sustained by the **insured person** during the **period of insurance**, is caused by an **accident**, and within twelve (12) months of the **accident**, solely and independently of any other cause, brings about death or disablement of the **insured person**.

12.16 Insured/you/your

Insured/you/your means the person(s) or company named in the schedule.

12.17 Insured person

Insured person means:

- a) **you** or any of **your** principals, directors, partner or **employees**; or
- b) any person acting on **your** behalf other than an employee of a security company or organisation not being over seventy (70) years of age nor being under sixteen (16) years of age;

but for **section B** insured person means the individual or group (category of person) specified in the schedule (**section B**) to whom **injury** must occur before the **we** are liable to make any payment of benefit.

12.18 Insurer/us/we/our

Insurer/we/our/us means:

- 12.18.1 for **sections A - E**; QBE Insurance (Europe) Limited whose Head office and registered address is:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019. Registered in England No. 1761561. Home State - United Kingdom. Authorised and regulated by the Financial Services Authority. Registration Number 202842.

- 12.18.2 for **section F**; DAS Legal Expenses Insurance Company Limited, whose Head office and registered address is:

12.19 Offshore

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

12.20 Pre-existing condition

Pre-existing condition means illness malady disease physical impairment defect degenerative process or infirmity of the **insured person** existing prior to the **policy** inception date. For the purpose of this definition an illness malady disease physical impairment defect degenerative process or infirmity exists prior to the **policy** inception date if it has been diagnosed by a health care practitioner prior to the **policy** inception date or in the event that it has not been so diagnosed then in the opinion of a health care practitioner the **insured person** could reasonably have been expected to be aware of its existence on the **policy** inception date.

12.21 Period of insurance

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

12.22 Permanent total disablement

Permanent total disablement means irrecoverable disablement arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months, and that as a result of the injury the **insured person** is medically determined to **our** satisfaction to have no likelihood of improvement sufficient to participate in his occupation ever again.

12.23 Person insured

For **section F** person – Legal expenses, person insured means the **insured** and the directors, partners, managers, employees and any other individuals declared to us by the **insured**.

12.24 Policy

Policy means this document, the schedule (including any schedules issued in substitution) and any endorsements attaching to this document or the schedule.

12.25 Pollution

Pollution means:

12.25.1 the actual alleged or threatened discharge seepage migration dispersal release or escape of pollutants at any time;

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

12.26 Premises

Premises means the buildings and land shown in the schedule being occupied by **you** for the purpose of the **business**.

12.27 Product

Product means any property including packaging containers labels and instructions for use after it has left **your** custody or control which has been designed specified formulated manufactured constructed installed sold supplied distributed treated serviced altered or repaired by or on **your** behalf.

12.28 Representative

For **section F** – Legal expenses, representative means the lawyer, accountant or other suitably qualified person, who has been appointed to act for a **person insured** in accordance with the terms of this **policy**.

12.29 Section

Section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if stated as 'operative' in the schedule.

12.30 Statement of fact

Statement of fact means all and any information supplied to **us** by or on **your** behalf.

12.31 Sum insured

Sum insured means the sum specified as the sum insured in the schedule.

12.32 Temporary partial disablement

Temporary partial disablement means the **insured person** being partially disabled and prevented from attending to the whole of his business or occupation as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the benefits.

12.33 Temporary total disablement

Temporary total disablement means the **insured person** being totally disabled and prevented from attending to any of his business or occupation as a result of **injury** not being **permanent total disablement**, loss of limbs or sight as otherwise defined in the benefits.

12.34 Territorial limits

For all **sections** except **sections A** and **B**, territorial limit means:

12.34.1 anywhere within the **United Kingdom** other than **offshore**;

12.34.2 elsewhere in the world other than **offshore** in connection with temporary visits undertaken in the course of the **business** by any person normally resident in the territories described in 12.34.1 above;

12.34.3 elsewhere in the world in respect of **products**.

But for **section F** – Legal expenses, territorial limit means:

12.34.4 For insured incidents 8.3 Legal Defence (excluding 8.3.4), and 8.5.2(b) bodily Injury:

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

12.34.5 For all other insured incidents

The **United Kingdom** and any other extension agreed with **us**.

12.35 Terrorism

12.35.1 For **sections C** to **D**, terrorism means for all territories other than England, Wales and Scotland;

An act of terrorism includes 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 thereof, 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 (s) of

persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- i) endangers life other than that of the person committing the action; or
- ii) involves violence against one or more persons; or
- iii) involves **damage** to property; or
- iv) creates a risk to health or safety of the public or a section of the public; or
- v) is designed to interfere with or to disrupt an electronic system.

12.35.2 For England, Wales and Scotland:

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

12.35.3 For **sections A, B, E and F** , terrorism means:

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

- i) intimidate or coerce a civilian population, or
- ii) disrupt any segment of the economy of a government de jure or de facto, state, or country, or
- iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion, or
- iv) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

12.36 **United Kingdom**

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

12.37 **War**

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

13 Complaints

13.1 What you should do?

We strive to provide an excellent service to all **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of its intermediary they will contact that intermediary in the first instance.

If **you** wish to contact **us** directly **you** should write to the complaints address shown below:

For **insured sections A- E** please contact:

Plantation Place, 30 Fenchurch Street, London, EC3M 3BD,
tel: +44 (0)20 7105 4000, fax: +44 (0)20 7105 4019.
enquiries@qbeeurope.com,

In the event **you** remain dissatisfied and where the **insurer** is or includes a Lloyd's syndicate it may be possible in certain circumstances to refer the matter to the Policyholder and Market Assistance Department at Lloyd's, One Lime Street, London EC3M 7HA; Tel: 020 7327 5693.

For **insured section F** please contact:

Our customer relations department at **our** head office address shown below. Or **you** can telephone **us** on 0117 934 0066 or email **us** at customerrelations@das.co.uk

Our head and registered office is: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Please quote the **policy** number or claim number as appropriate in any correspondence.

If an eligible complainant and the matter has not been resolved to **your** satisfaction **you** may contact:

The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**, but if **you** are not an eligible complainant then the informal complaint process ceases.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

13.2 About the Financial Ombudsman Service (FOS)

13.2.1 Eligible complainants are a

- a) private policyholder, or
- b) commercial policyholder or charity with a **turnover** under £1m, or
- c) trust with assets under £1m

13.2.2 The FOS will only consider a complaint if **you** are an eligible complainant and if:

- a) **we** have been given an opportunity to resolve it and
- b) **we** have sent **you** a final response letter and **you** have referred **your** complaint to the FOS within six (6) months of **our** final response letter; or
- c) **we** have not responded to **your** complaint with a decision within forty (40) days.

13.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portoken Street, London E1 8BN or from their website (www.fscs.org.uk).