

# Your Self Employed Construction Policy

**Please keep this document safe and refer to it if you need to make a claim.** If you need this document in an alternative format, please speak to your insurance adviser.



## Introduction

**Thank You for choosing Us as Your insurer.**

**This is Your Self Employed Construction Policy, setting out Your insurance protection in detail.**

**Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.**

**Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.**

**If after reading Your policy You have any questions, please contact Your insurance adviser.**

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## Useful telephone numbers



**Please have your policy number ready**

### **Claims Service**

**0800 015 1498**

**A 24 hour, 365 days a year claims line providing You with emergency assistance whenever it is required. When We know about Your problem, We will start to put the solutions in place.**

### **Legal and Tax Help line**

**0345 300 1899**

**Call this help line anytime, day or night, for advice on legal or tax matters in the United Kingdom. This service, given in confidence, is included as part of your insurance policy.**

### **Risk Solutions Help line**

**0345 366 66 66**

**Call for advice on safety, fire, security and other issues that can affect Your business. Most enquiries can be dealt with over the telephone, but if We can't give you an immediate answer, We will deal with your enquiry within one working day.**

**This service is available during office hours with an answering service outside these times.**

### **Counselling Service Helpline**

**0117 934 0105**














**This is a confidential service available to Your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.**

### **Telephone Call Recording**

**For our joint protection telephone calls may be recorded and/or monitored.**

# Contents

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## The Contract of Insurance

The contract of insurance between You and Us consists of the following elements, which must be read together:

- Your policy wording;
- the information provided by You and/or the application form;
- the information contained in the Statement of Fact issued by Us;
- the policy schedule;
- any notice issued by Us at renewal;
- any endorsement to Your policy; and
- the information under the heading “Important Information” which We give You when You take out or renew a policy.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms and conditions contained in or endorsed on this policy.

### **Breach of Term**

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this Policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred, and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this Policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this Policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



### **IMPORTANT**

**This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date. A circumstance is material if it would affect Our judgement in determining whether to provide the cover and, if so, on what terms. If You are not sure whether a circumstance is material ask Your insurance adviser.**

**If You fail to tell Us it could affect the extent of cover provided under the policy. You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.**

## Important Information

### Choice of Law

The appropriate law as set out below will apply unless You and the insurer agree otherwise:

- (1) The law applying in that part of the United Kingdom, Channel Islands or the Isle of Man in which You normally live or (if applicable) the first named policyholder normally lives; or
- (2) In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
- (3) Should neither of the above be applicable, the law of England and Wales will apply.

### Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). Depending on the circumstances of Your claim You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if We cannot meet Our obligations. See website [www.fscs.org.uk](http://www.fscs.org.uk).

### Customers with Disabilities



This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Your insurance adviser.

### Use of Language

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

## Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term.

The Ticks  and Crosses  are used throughout this document to identify those items that are covered and those that are not.

### On Line

If You are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering Your mouse over the word, phrase or term that is underlined the first time it appears on a page. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'. A full list of Definitions can also be found at the back of the policy document. If You are viewing this document on any device other than a PC/laptop the document will be non-responsive.

# Property Damage

## Cover

We will cover You for Damage, excluding consequential loss, to Your Property Insured at Your Premises occurring during the Period of Insurance, within The Defined Territories.  
The most We will pay will be the Sum Insured on each item, the Total Sum Insured or any other maximum amount payable or Cover Limit specified in this Section or stated in Your Schedule.  
We will not cover You for the Excess stated in Your Schedule.




- 1.** All Other Contents
- 1.1** We will cover You for Damage to
  - 1.1.1** pedal cycles, tools and other personal items belonging to You or any of Your directors, members, Employees, customers or visitors.
  - 1.1.2** visitors' personal belongings
  - 1.1.3** trade samples, brochures, promotional merchandise and goods in trust held at Your Premises
  - 1.1.4** Documents, manuscripts, business books, Data Storage Materials, patterns, models, plans and designs which require to be replaced and are capable of being replaced, belonging to You or held by You in trust for which You are responsible while
    - 1.1.4.1** at Your Premises
    - 1.1.4.2** temporarily removed to any premises not occupied by You
    - 1.1.4.3** in transit by road, rail or inland waterway.
- 1.2** Cover under 1.1.4 is limited to The Defined Territories and the Republic of Ireland and only for
  - 1.2.1** the value of the physical materials
  - 1.2.2** the costs of labour incurred in replacing them and the Data thereon
  - 1.2.3** the costs necessarily and reasonably in collating such Data from existing source material.
- 1.3** The most We will pay is stated in Your Schedule.

- 1.1.1.1** Cover applies only if they are not otherwise insured.
- 1.2.4** We will not pay for the value to You of any information lost.

**2. Business cover away from Your Premises**  
**2.1** We will cover You for Damage as insured under this Section to Your Property Insured while temporarily removed from Your Premises or in transit to anywhere in Europe, and for up to 30 days in each Period of Insurance anywhere in the world.  
**2.2** The most We will pay for any one claim is stated in Your Schedule.

**2.3** We will not cover You for Damage to Your Property Insured in any soft topped or open sided vehicle caused by storm, malicious persons, or theft or attempted theft of property.

**3. Pollution or contamination**  
**3.1** We will pay for Damage to the Property Insured caused by  
**3.1.1** pollution or contamination which results from Insured Event(s) (1) to (12)  
**3.1.2** an Insured Event (1) to (12) which results from pollution or contamination

 **YOUR OBLIGATIONS UNDER COVER 4.**  
You must ensure that

- all doors, windows and other points of access have been locked where locks have been fitted and
- all manufacturer's security devices have been put into effect and
- the keys have been removed from the Unattended Vehicle and
- the unattached trailers have anti-hitching devices fitted and they are put into effect

**4. Theft from Unattended Vehicle(s)**  
**4.1** We will provide cover to You for theft or attempted theft of or from any Unattended Vehicle.  
**Only where force is used to gain entry to the vehicle and such entry causes visible Damage to it.**

**5. Damage Arising from Personal use of Property Insured**  
**5.1** We will cover You for Damage to Property Insured which occurs when not being used in connection with Your Business, provided that such Property Insured was purchased for business purposes.

**6. Homeworking**  
**6.1** We will cover You for Damage to the Property Insured whilst at the permanent residence of any Director, Partner or Employee within The Defined Territories to enable them to carry out clerical activities in connection with Your Business.  
**6.2** The most We will pay per Director, Partner or Employee in respect of any one claim and in any one Period of Insurance is stated in The Schedule and shall not exceed the Sum Insured for the Property Insured.

## Money and Assault

### Cover



#### **YOUR OBLIGATIONS UNDER COVER 1.**

##### **You must ensure that**

- **You keep a complete record of Money in a secure place other than in a safe or strongroom containing Money.**
- **safe keys are kept in a secure place away from the safe when Your Premises is occupied by You or an Employee**
- **safe keys are removed from Your Premises overnight if not occupied by You or an Employee**
- **whenever Your Premises are closed for business or left unattended, all security devices used to protect Your Premises are properly fitted and put into full operation.**

#### **1. Money**

- 1.1** We will cover You for loss of coin, bank and currency notes which belong to You or for which You are responsible, in connection with Your Business during the Period of Insurance whilst
- 1.1.1** in transit, or in a bank night safe until removed by a bank official
- 1.1.2** on Your Premises whilst You or any Employee are working there
- 1.1.3** contained in a locked safe on Your Premises outside Business Hours
- 1.1.4** at Your home or the home of any Employee or partner.
- 1.2** We will cover You for loss of Money (other than coin, bank and currency notes) which belongs to You or for which You are responsible, in connection with Your Business during the Period of Insurance.
- 1.3** We will also pay for loss or Damage to
- 1.3.1** any case, bag or waistcoat used for carrying Money following theft or attempted theft
- 1.3.2** Your or Your directors' partners or Employees' clothing and personal belongings following theft or attempted theft involving violence or threat of violence which arises in connection with Your Business.
- 1.4** The most We will pay for any one claim is stated in Your Schedule.

#### **1.5**

We will not cover You for

- 1.5.1** loss or shortages due to clerical or accounting errors and omissions
- 1.5.2** loss due to the fraud or dishonesty of any director, partner or Employee of Yours which is
- 1.5.2.1** not discovered within seven working days of the loss
- 1.5.2.2** more specifically insured elsewhere
- 1.5.3** loss from any Unattended Vehicle
- 1.5.4** loss or damage outside The Defined Territories and the Republic of Ireland.



## 2. Assault

**2.1** We will pay You or Your personal representatives Compensation if You or any Insured Person suffers Bodily Injury caused by theft or attempted theft involving violence or threat of violence which occurs in the course of Your Business during the Period of Insurance and which solely, directly and independently of any other cause results in any of the following Incidents:

| No. | Incident leading to:          | Incident occurred | Maximum Payable                      |
|-----|-------------------------------|-------------------|--------------------------------------|
| 1   | Death                         | Within 24 months  | £10,000                              |
| 2   | Loss of Hearing               | Within 24 months  | £10,000                              |
| 3   | Loss of Sight                 | Within 24 months  | £10,000                              |
| 4   | Loss of Speech                | Within 24 months  | £10,000                              |
| 5   | Loss of Limb                  | Within 24 months  | £10,000                              |
| 6   | Permanent Total Disablement   | After 24 months   | £10,000                              |
| 7   | Temporary Total Disablement   | Within 24 months  | £100/week up to a maximum of 2 years |
| 8   | Temporary Partial Disablement | Within 24 months  | £50/week up to a maximum of 2 years  |

When we pay Compensation under incidents 7 or 8 above, We will also pay up to 15% of this amount for medical and/or dental expenses, to a maximum of £500 per Insured Person.

Compensation for Incidents 7 and 8 will be paid once every 4 weeks and will end for the Insured Person if We then pay Compensation for the same injury under any of Incidents 1 to 6.

**We may require, at Our expense, an Insured Person to undergo a medical examination, or in the event of Death, a post mortem examination to be carried out. However at Your own expense, You or Your legal representative must provide Us with any certificate, information or evidence in the format We require.**

# If You Have a Claim

Applicable to both the Property Damage and Money and Assault Sections



**1. Description of Property**  
**1.1** In determining the item under which property is insured We will accept the description given in Your business records



**2. Interested Parties**  
**2.1** In the event of Damage as insured by this Section, interested parties as stated in Your Schedule must declare the nature and extent of their interest.



**3. Automatic Reinstatement of Sum Insured**  
**3.1** The Sums Insured stated in Your Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.  
**3.2** You must pay any additional premium required to reinstate the Sums Insured



**4. Basis of Claim Settlement – Reinstatement**  
**The following applies to Property Insured other than contractors’ tools, Stock and Materials in Trade, Employees’ pedal cycles and personal effects, and Computer and Electronic Equipment.**

**4.1** In the event that Your Property Insured is

**4.1.1** lost or destroyed, We will pay for its replacement by similar property in a condition as good as, but not better or more extensive than, its condition when new

**4.1.2** damaged, We will pay for the replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new.

**4.2 The following applies to Computer and Electronic Equipment when insured by this Section.**

**4.2.1** In the event that Your Property Insured is

**4.2.1.1** lost or destroyed beyond economic repair, We will pay for its replacement by new Computer and Electronic Equipment of equal performance and/or capacity but if this is not possible, by Computer and Electronic Equipment with the nearest higher performance and/or capacity

**4.2.1.2** damaged, We will pay for the repair of the Computer and Electronic Equipment, to its condition when new, provided an economic repair is possible.

***The work of reinstatement of Your Property Insured must be carried out as quickly as possible and may be carried out on another site and in a manner suitable to Your needs, provided that Your Premises are not Unoccupied, and it does not increase Our costs.***

**Our Terminology**

**4.2.2** For the purposes of this Basis of Settlement item, Computer and Electronic Equipment means

**4.2.2.1** all computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, Data processing equipment, information repository, equipment capable of processing Data and or similar devices, whether physically or remotely connected thereto

**4.2.2.2** personal computers, laptops, small micro computers and similar equipment used for processing electronic Data and which are designed to be carried by hand

**4.2.2.3** all Electronic Office Equipment including telecommunications equipment, facsimile, printing and photocopying machines.

**4.2.3 Computer and Electronic Equipment does not include**

**4.2.3.1 Computer and Electronic Equipment held as stock or customers’ Computer and Electronic Equipment held in trust**

**4.2.3.2 Computer and Electronic Equipment controlling or monitoring any manufacturing process.**

**4.1.2.1** However, We will not pay more than We would have done if the property had been completely destroyed.

**4.2.1.2.1** However, We will not pay more than We would have done if Computer and Electronic Equipment had been completely destroyed.

**4.3** We will not provide cover if You

**4.3.1** do not incur the cost of replacing or repairing the Property Insured

**4.3.2** or someone acting on Your behalf, have insured the property under another policy which does not have a similar basis of reinstatement

**4.3.3** do not comply with any of the terms of this cover.

**5. Basis of Claims Settlement – Indemnity**  
**The following applies to contractors’ tools, and Stock and Materials in Trade (where covered in Your Schedule), Employees’ pedal cycles and personal effects**

**5.1** In the event that Your Property Insured is lost, destroyed or Damaged, We will pay

**5.1.1** for its’ replacement or repair to a condition as good as, but not better than, its’ condition immediately prior to Damage; or

**5.1.2** at Our option, the reduced value of the Property Insured.

**5.2** We will not provide cover if You

**5.2.1** do not incur the cost of replacing or repairing the Property Insured

**5.2.2** do not comply with the terms of this cover.

**6. Debris Removal**

**6.1** We will pay costs necessarily and reasonably incurred with Our consent for the removal of debris from the site of the Damage and the area immediately adjacent to it. We will also pay for the dismantling, demolishing, shoring up or propping up of the parts of the Property Insured which have suffered Damage.

**6.2** We will not make any payment for costs and expenses arising from pollution or contamination of property which is not insured under this Section, or for costs and expenses more specifically insured elsewhere.


## Cover

We will cover You for additional expenditure You necessarily incur to continue Your Business during the Indemnity Period, following Damage occurring to property used by You at Your Premises for the purpose of Your Business. **Such Damage must occur during the Period of Insurance, within The Defined Territories and be caused by an Insured Event(s) which is not excluded by the Property Damage Section of this Policy.**

The most We will pay, less any savings in expenses made, is

- (1) 25% of the Sum Insured during the first three months of the Indemnity Period
- (2) an equal proportion of the balance of the Sum Insured for each subsequent month of the Indemnity Period
- (3) auditors' or accountants' charges reasonably incurred for producing and certifying details of a claim under this Section.

The most We will pay for any one claim will not exceed the Sum Insured stated in Your Schedule at the time of the Damage.



**YOUR OBLIGATIONS UNDER THIS SECTION**

**You must take reasonable action to minimise any interruption of, or interference with, Your Business, or to prevent or reduce the loss.**

**At Your expense, You must provide Us with**

- (1) **a written claim and details of other insurances which cover the Damage or resulting loss. This has to be provided within 30 days following the end of the Indemnity Period, or any further time We may allow**
- (2) **books, records and documents We require to assess Your claim.**

**Failure to comply will require You to repay any payments on account We have already made.**

**1. Boilers**

**1.1** Damage to boilers or other equipment, on Your Premises, within which internal pressure is due to steam only.



**2. Property in Transit**

**2.1** Damage to Your Property while in transit by road, rail or inland waterway in The Defined Territories.

**2.2** The most We will pay for any one claim is stated in Your Schedule.

**2.3** However, We will not cover You for Damage to any road or rail vehicle or waterborne craft.



## Combined Property Damage, Money and Assault and Business Interruption Exceptions

**Outlined below is what We will not make payment for under both the Property Damage, Money and Assault and Business Interruption Sections.**

We will not provide cover for:

### Property Damage, Money and Assault and Business Interruption



**1.** Damage caused by the deliberate act of a supply undertaking in withholding the supply of water, gas, electricity, fuel or telecommunications services.

**1.1** However, We will provide cover to You in respect of  
**1.1.1** such Damage which itself results from a cause not otherwise excluded  
**1.1.2** subsequent Damage which is not otherwise excluded

**2.** Damage to the Property Insured caused by or consisting of  
**2.1** an existing or hidden defect  
**2.2** gradual deterioration or wear and tear  
**2.3** frost or change in the water table level  
**2.4** faulty or defective design or materials used in its construction  
**2.5** faulty or defective workmanship, operating error or omission by You or any of Your Employees

**2.6** However, We will pay for any subsequent Damage which results from a cause not otherwise excluded

**3.** Damage to the Property Insured caused by or consisting of  
**3.1** corrosion, rust, rot, shrinkage, evaporation, loss of weight, dampness, dryness, scratching, vermin or insects, mould or fungus  
**3.2** change in temperature, colour, flavour or texture or finish  
**3.3** nipple or joint leakage or failure of welds  
**3.4** cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only. This includes any associated piping  
**3.5** mechanical or electrical breakdown or derangement of the Property Insured

**3.6** However, We will pay for  
**3.6.1** Damage not otherwise excluded which results from an Insured Event(s) or any other accidental cause  
**3.6.2** any subsequent Damage which results from a cause not otherwise excluded

**4.** Damage to the Property Insured caused by  
**4.1** subsidence, ground heave or landslide unless resulting from fire, explosion, earthquake or escape of water from any tank, apparatus or pipe. **This applies to Building(s) only.**  
**4.2** normal settlement of new structures  
**4.3** Damage to the Building(s) or its fixtures and fittings

**4.1.1** Unless Subsidence cover is shown in Your Schedule  
**4.4** However, We will pay for such Damage if it is caused by Insured Event (1) - (11) and is not otherwise excluded.

**5.** acts of fraud or dishonesty  
**5.1** disappearance, unexplained or inventory shortage or misfiling, clerical error or misplacing of information

**6.** Damage to the Property Insured  
**6.1** caused by its undergoing any process involving the application of heat, that results in fire  
**6.2** caused by its own self ignition, leakage of electricity, short circuiting, or over running  
**6.3** resulting from the Property Insured undergoing any process of production or packaging, treatment, testing or commissioning, servicing or repair.

**6.4** However, We will pay for such Damage if it is caused by fire or explosion.

**7.** Damage more specifically insured by You or on Your behalf

**8.** Damage  
**8.1** insured by any marine policy  
**8.2** which would be insured under any marine policy if this policy did not exist

**8.3** However, We will cover You for Damage not otherwise excluded. The most We will pay is the sum beyond the amount which would have been payable under the marine policy, had the insurance not existed.

**9. War**  
**9.1** Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event  
**9.1.1** war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising, martial law  
**9.1.2** nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and  
**9.1.3** any action taken in controlling, preventing, suppressing or in any way relating to 9.1.1 and/or 9.1.2 above.

**9.2** However, Exceptions 9.1.2 and 9.1.3 will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of Your Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.

**10. Radioactivity**  
**10.1** Loss or destruction of or damage to any property, any loss or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from  
**10.1.1** ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel  
**10.1.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any Nuclear Installation, reactor or other nuclear assembly or nuclear component thereof  
**10.1.3** the use of any weapon or device  
**10.1.3.1** dispersing radioactive material and/or ionising radiation, or  
**10.1.3.2** using atomic or nuclear fission and/or fusion or other like reaction  
**10.1.4** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended.

**11. Terrorism**

**11.1** Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other sequence to the loss

**11.1.1** Terrorism

**11.1.2** civil commotion in Northern Ireland

**11.1.3** any action taken in controlling, preventing, suppressing or in any way relating to 11.1.1 and 11.1.2 above.

**11.2** For the purposes of this Exception Terrorism means

**11.2.1** in respect of Damage occurring in England, Wales and Scotland only (but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 nor the Isle of Man or the Channel Islands), acts of persons acting on behalf of or in conjunction with any organisation which carries out activities directed towards overthrowing or influencing by force or violence HM Government in the United Kingdom or any other government de jure or de facto, caused or occasioned by any person(s) or group of person(s), or so claimed, in whole or in part, for political, religious, ideological or similar purposes

**11.2.2** in respect of Damage occurring in any territory not specified in 11.2.1 above, any act or actions caused by or occasioned by any person(s) or group of person(s), or so claimed, in whole or in part, for political, ideological, religious or similar purposes including but not limited to

**11.2.2.1** the use or threat of force and/or violence and/or

**11.2.2.2** harm or damage to life or to property (or the threat of such harm or damage), including but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

**11.3** In any action, suit or other proceedings where We allege that any Damage results from Terrorism and is not covered by this Section, the burden of proving that such Damage is covered under this Section will be upon You.

**12.** Goods held in trust or on commission, unless specifically mentioned.

**13.** Damage whilst Your Premises are Unoccupied caused by malicious persons or escape of water from any tank, apparatus or pipe, including as a result of any automatic sprinkler installation in Your Premises.

**13.1** However, We will pay for such Damage if it is caused by fire or explosion.

**14.** Damage to

**14.1** china, earthenware, marble or other fragile objects which do not form part of the structure of the Buildings or its fixtures and fittings. This does not include Stock and Materials in Trade.

**14.2** any building or structure caused by its own cracking or collapse.

**14.3** However, We will pay for such Damage if it is caused by any of Insured Events (1) - (12) and is not otherwise excluded.



- 15.** Damage caused by theft or attempted theft
- 15.1** which does not involve forcible or violent entry to or exit from Your Premises.
- 15.2** by any person lawfully in Your Premises
- 15.3** where You or Your partners, directors or Employees or any member of Your household is involved as principal or accessory
- 15.4** from any building or part of any building not capable of being locked
- 15.5** from yards, open sided buildings, compounds or other open spaces
- 15.6** when Your Premises are Unoccupied



- 16.** Data Recognition
- 16.1** Any claim which arises directly or indirectly from or consists of the failure or inability of any
  - 16.1.1** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date
  - 16.1.2** media or systems used in connection with anything referred to in 16.1.1 above, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date.
- 16.2** Items 16.1.1 and 16.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of
  - 16.2.1** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
  - 16.2.2** the operation of any command or logic which has been programmed or incorporated into anything referred to in 16.1.1 and 16.1.2 above.
- 16.3** **Definition**

The following definition applies to this exception

**Specified Event**

fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- 16.4** However, We will not exclude any claim for subsequent loss or destruction of or Damage to any property or consequential loss which itself results from a Specified Event but only to the extent that such claim would otherwise be insured.

- 17.** Damage to moveable property in the open caused by wind, rain, hail, sleet, snow, flood or dust.  
**This does not apply to property in transit and/or being used in the open.**

- 17.1** However, We will pay for Damage to such property caused by falling trees, where this is not otherwise excluded.

- 18.** Damage to
- 18.1** property in the course of construction including materials for use in the construction
- 18.2** livestock, growing crops or trees
- 18.3** vehicles licensed for road use including accessories on or attached to them
- 18.4** caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft
- 18.5** lands, roads, pavements, piers, jetties, bridges, culverts or excavations.

**19. Loss of Data**

- 19.1** any Damage to Computer and Electronic Equipment or failure resulting directly or indirectly from, or in connection with
  - 19.1.1** Virus or Similar Mechanism
  - 19.1.2** Denial of Service Attack
  - 19.1.3** unauthorised access to or use of Computer or Electronic Equipment

- 18.6** However, We will pay for such Damage if it is specifically stated as insured in Your Schedule and Damage is not otherwise excluded.

- 19.2** However We will pay for subsequent Damage if it is caused by Insured Event (1) to (10) or (12) and is not otherwise excluded.

# Business Interruption Only



**In addition to the items shown in the “Combined Property Damage, Money and Assault and Business Interruption Exception” section, the following outlines what We will not make payment for under the Business Interruption Section.**

We will not provide cover for:

**1.** We will not cover You for erasure or distortion of Data unless caused by Damage to the equipment on or in which the Data is processed or recorded.



**2.** Alteration  
**2.1** We will not provide cover under this Section for any Policyholder that  
**2.1.1** agrees a composition or arrangement with creditors  
**2.1.2** agrees a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986 (or any successor act)  
**2.1.3** has an application made under the Insolvency Act 1986 (or any successor act) to the court for the appointment of an administrator  
**2.1.4** has a winding up order made or a resolution for voluntary winding up passed (except for the purposes of amalgamation or reconstruction), or has a provisional liquidator, receiver, or receiver and manager of Your Business duly appointed  
**2.1.5** has an administrative receiver, as defined in the Insolvency Act 1986 (or any successor act), appointed or has possession taken by or on behalf of the holders of any debentures secured by floating charge or of any property comprised in or subject to the floating charge.  
**2.2** We will not provide cover under this Section if Your interest ceases otherwise than by Your death.

**2.3 However, We will provide cover to You if We agree otherwise in writing.**

### Cover

We will cover You for Damage to Your Property Insured during the Period of Insurance and within The Defined Territories.  
The most We will pay for one claim for Works and/or Your Plant and/or Hired in Plant is the Sum Insured stated in Your Schedule at the time of the Damage.  
The most We will pay for any one item for Your Plant and/or Hired in Plant is stated in Your Schedule  
We will not cover You for the Excess stated in Your Schedule

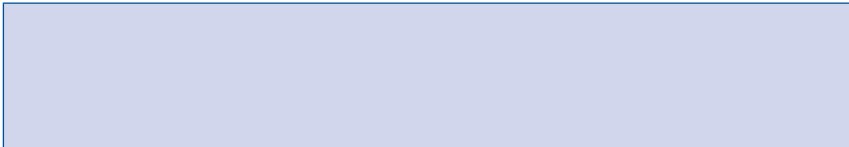
**1. Additional Interests**

**1.1** We will, to the extent required by the conditions of the Contract, include the interest of any employer or contractor as joint insured.



**2. Speculative Building**

**2.1** We will cover You for Damage to any private dwelling You have erected on a speculative basis.  
**2.2** **This cover will cease on either the date You sell, lease or rent the property, or 90 days from Practical Completion, whichever is the earlier.**



### If You Have a Claim

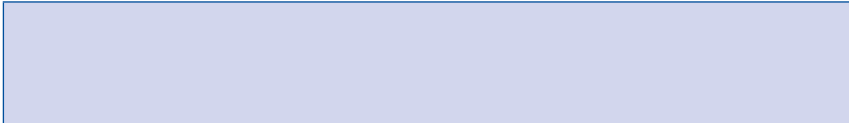


**YOUR OBLIGATIONS UNDER THIS SECTION**

**You shall carry out and permit any action which may be reasonably practicable to diminish Damage and, at Our request and expense, comply with and co-operate in any measures that may be reasonably required.**

**1. Automatic Reinstatement of the Sum Insured**

**1.1** The Sums Insured stated in Your Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary. You must pay the additional premium required to reinstate the Sums Insured.



**2. Basis of Claim Settlement**

**2.1** If Your Property suffers Damage, We can choose to repair, reinstate or replace such Property, or pay the cost of the Damage in Money.

**2.2** We will not make any payment for the cost of any alterations, additions, improvements or overhauls carried out at the time of a repair.

**3. Professional Fees**

**3.1** We will pay for professional fees necessarily incurred as part of the work to reinstate, repair or replace The Works.

**3.2** We will not pay for fees which are more specifically insured elsewhere, or for the costs of preparing a claim.

**4. Debris Removal**

**4.1** Following Damage to Your Property Insured, We will pay for  
**4.1.1** the cost and expense You incur in removing debris from the site of the Damage and the area adjacent to it  
**4.1.2** the dismantling, demolishing, shoring up or propping up of any part of the damaged property  
**4.1.3** the cleaning or repairing of drains or service mains.  
**4.2** The most We will pay for any one loss is stated in Your Schedule.

**4.3** We will not pay for costs and expenses  
**4.3.1** arising from pollution or contamination of property which is not insured under this Section  
**4.3.2** more specifically insured.



**YOUR OBLIGATIONS UNDER COVER 5**

**The reinstatement, repair or replacement must begin and be carried out as quickly as possible and may be carried out on another site if necessary, provided this does not increase Our liability.**

**5. European Union and Public Authorities**

- 5.1** Following Damage to Works, We will pay the additional cost of rebuilding or replacing Your Property Insured to comply with any European Union Legislation, Acts of Parliament or Public Authority Bye-Laws.
  - 5.1.1.** This includes costs incurred for foundations which have not themselves suffered Damage, unless foundations have been specifically excluded.
- 5.2** The most We will pay for any one Contract is the Sum Insured.
- 5.3** If Our liability under this Section is reduced by the application of any of the terms of this Policy, Our liability under this cover item will be similarly reduced.

**6. Continuing Hire Charges**

- 6.1** We will pay for continuing hire charges You are legally responsible for as a result of Damage to any item of Hired in Plant insured under this Section.

**7. Free Issue Materials**

- 7.1** The Works will include any Free Issue Materials for incorporation in the Contract which are issued free to You by or on behalf of Your employer and for which You are responsible under conditions of the Contract.

- 5.4** We will not cover You
  - 5.4.1** for costs incurred
    - 5.4.1.1** in respect of Damage not insured by this Section
    - 5.4.1.2** where notice was served on You before the Damage occurred
    - 5.4.1.3** where an existing requirement must be completed within a stipulated period.
  - 5.4.2** for any charge or assessment arising from capital appreciation following compliance with this legislation.

## Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for

**1. Damage to Permanent Works**

- 1.1.** We will not pay for Damage to any part of the permanent works
  - 1.1.1** for which a certificate of completion has been issued; or
  - 1.1.2** which has been completed and handed over to Your employer; or
  - 1.1.3** taken into use.

**1.4** However, We will pay for Damage if it occurs

- 1.4.1** during the Maintenance Period but was caused before the beginning of the Maintenance Period; or
- 1.4.2** within 14 days of the issue of a certificate of completion but only to the extent that You are responsible under the conditions of the Contract.

**2.** Damage as a result of gradual deterioration, wear and tear, rust or mildew.

**3.** repair to, or replacement of any item of Your Plant or Hired in plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement.

**3.1** However, We will pay for Damage to Hired in Plant which You are responsible for under the terms of a hire agreement which is neither a leasing or hire purchase agreement.

- 4.** Damage to
  - 4.1** Existing Structures
  - 4.2** Money
  - 4.3** any mechanically propelled vehicle, including any trailer attached, licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used solely as a tool of the trade
  - 4.4** any aircraft or waterborne vessel
  - 4.5** property for which You are relieved of responsibility by the conditions of the Contract.

**5.** Damage by disappearance or shortage which is discovered only when an inventory is taken, or which is not traceable to an event.

**6.** Damage caused by pollution or contamination.

**6.1** However, We will pay for such Damage to Your Property Insured.

**7.** liquidated damages, fines or any other penalties under contract for delay or non-completion.

**8.** consequential loss or damage of any kind

**9.** the cost of normal upkeep or making good

**10. Defective Property**

- 10.1** We will not pay for Damage to, or the necessary costs to repair or replace
- 10.1.1** Property Insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship or any part of that Property Insured
- 10.1.2** other Property Insured to enable the replacement or repair of Property Insured excluded by 10.1 above.

**11** the theft of unfixed non-ferrous metals of any description unless at the time of theft

- 11.1** an authorised Employee or agent of The Policyholder is actually on site; or
- 11.2** such Property is contained in a securely locked container or building.

**12. War**

- 12.1** Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event
- 12.1.1** war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny or military uprising, martial law
- 12.1.2** nationalisation, confiscation, requisition, seizure, damage or destruction by or by order of any government or any local or public authority, and
- 12.1.3** any action taken in controlling, preventing, suppressing or in any way relating to 12.1.1 and/or 12.1.2 above.

**10.1.3** However, We will pay for other Property Insured which is not defective but is damaged as a result thereof.

**10.2** Property Insured will not be considered as having suffered Damage solely as a result of the existence of any defect in design, plan, specification, material or workmanship in, or in any part of, that Property Insured.

**12.1.4** However, Exceptions 12.1.2 and 12.1.3 will not apply in respect of Damage to the Property Insured caused by or resulting from the detonation of munitions of war or parts thereof, at or within one mile of the boundary of Your Premises, provided that the presence of such munitions does not result from a state of war current at the time of the Damage.



# Employers' Liability

## Cover

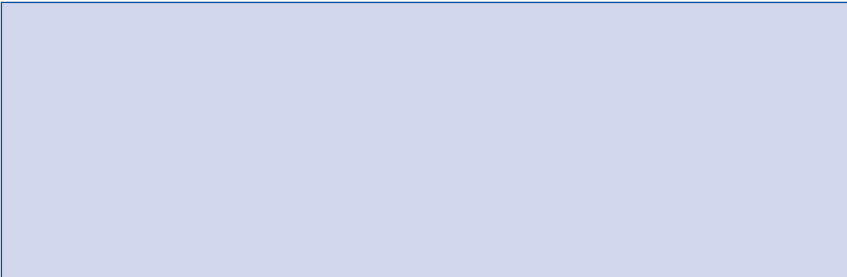
We will cover The Insured's legal liability to pay Compensation and Costs and Expenses in respect of Bodily Injury sustained by any Employee arising out of and in the course of employment by You in Your Business during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit.



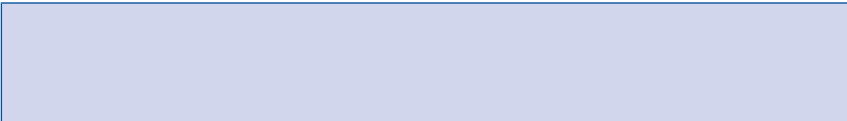
### 1. Additional Activities of Your Business includes

- 1.1 ownership, use and upkeep of Your Premises
- 1.2 upkeep of vehicles and plant which are owned and used by You
- 1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- 1.4 Your first aid, fire, security and ambulance services
- 1.5 Your participation in exhibitions
- 1.6 private work by any Employee, with Your prior consent, for You or any Director or Employee of Yours.



### 2. Cross Liabilities

- 2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each.
- 2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be insured.



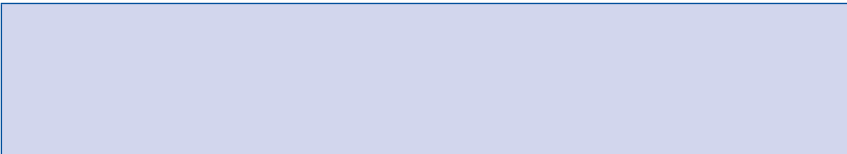
### 3. Legal Expenses Arising from Health and Safety Legislation

- 3.1 We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.
- 3.2 Cover is limited to
  - 3.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
  - 3.2.2 prosecution costs awarded against The Insured.

- 3.3 We will not provide cover
  - 3.3.1 unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business
  - 3.3.2 for proceedings relating to the health and safety of any person other than an Employee
  - 3.3.3 where cover is provided by another insurance policy.

### 4. Payment for Court Attendance

- 4.1 We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which You are entitled to cover for.
- 4.2 The most We will pay per day for each director or partner or Employee is stated in Your Schedule.





**5. Unsatisfied Court Judgments**

**5.1** We will, at Your request, pay costs and damages to any of Your Employees or their personal representatives, which remain unpaid six months after the date a judgment for Bodily Injury to the Employee was obtained against another party domiciled in The Defined Territories

**5.2 Payment will only be made where**

**5.2.1 the Bodily Injury was caused in the course of Your Business and during the Period of Insurance.**

**5.2.2 the judgment was made in a court in The Defined Territories.**

**5.2.3 there is no appeal outstanding to the judgment**

**5.2.4 the Employee or their personal representative assigns the judgment debt to Us.**

**6. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

**6.1** We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

**6.2** Cover is limited to

**6.2.1** legal fees and expenses You incur with Our written consent for defending proceedings, including appeals

**6.2.2** prosecution costs awarded against You.

**6.3** We will not cover You

**6.3.1** unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business.

**6.3.2** for proceedings which result from any deliberate act or omission by You or which relate to any person other than an Employee

**6.3.3** for any fines, remedial or publicity orders, or any steps required to be taken by such orders.

**6.3.4** where cover is provided by another insurance policy

**7. Contractual Liability**

**7.1** We will cover the legal liability of The Insured(s) for accidental Bodily Injury imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us

**7.2** We will not provide cover for any agreement relating to the performance of work outside The Defined Territories.

# Exceptions

**The following outlines what We will not make payment for under this Section.**  
We will not provide cover for



**1.** work in or on and travel to, from or within any offshore support vessel, accommodation, exploration, drilling or production rig or platform.

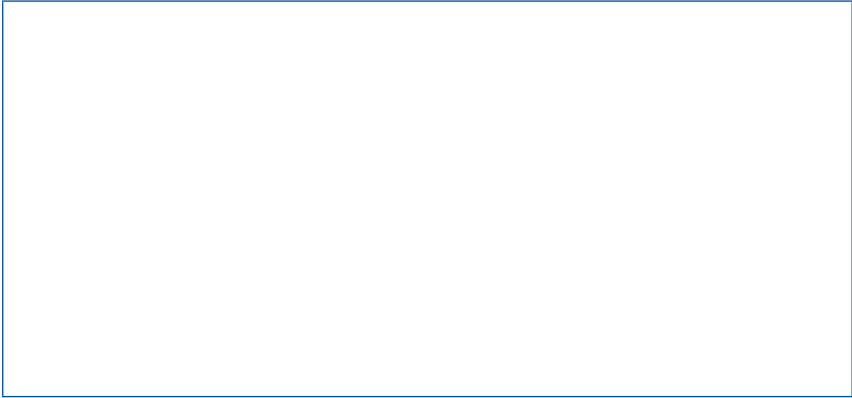
**2.** Bodily Injury sustained by any Employee when such person is carried in or upon, entering or getting into, or alighting from, a vehicle, where any road traffic legislation requires insurance or security

**3.** death or disablement, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from  
**3.1** ionising radiations or contamination by radioactivity from nuclear fuel or from nuclear waste from the combustion of nuclear fuel  
**3.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof  
**3.3** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste) used in the course of Your Business for the purposes for which they were intended  
**3.4** However, 3.1 and 3.2 only apply when You, under a contract or agreement, have undertaken to indemnify another or assume the liability of another party.

**4.** liquidated damages, penalty clauses, fines, aggravated, restitutionary punitive or exemplary damages, or any other additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.

**5.** any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in Special Provision - Terrorism below.  
**5.1** In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism, or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.  
**5.2 Special Provision - Terrorism**  
Subject otherwise to the terms of the policy, the above exclusion will not apply to the Employers Liability Section, but the Cover Limit for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.

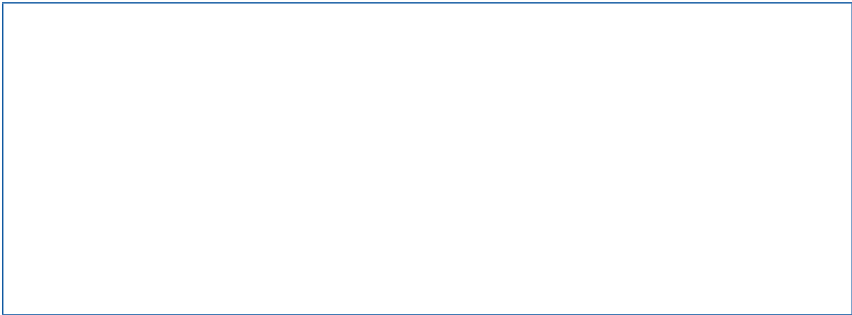
- 6. work underground, underwater, or on or in
  - 6.1 power stations or nuclear installations/establishments
  - 6.2 oil, gas or chemical
    - 6.2.1 refineries
    - 6.2.2 bulk storage premises
    - 6.2.3 production premises
  - 6.3 mainframe computers or rooms containing mainframe computers
  - 6.4 aircraft, aerospace systems or hovercraft
  - 6.5 watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways
  - 6.6 railways, tramways, airports, aerodromes or any airbase.



- 7. any consequence whatsoever which is the direct or indirect result of any of the following, whether or not such consequence has been contributed to by any other cause or event except as stated in Special Provision - War below.
  - 7.1 war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
  - 7.2 any action taken in controlling, preventing, suppressing or in any way relating to 7.1

**Special Provision - War**

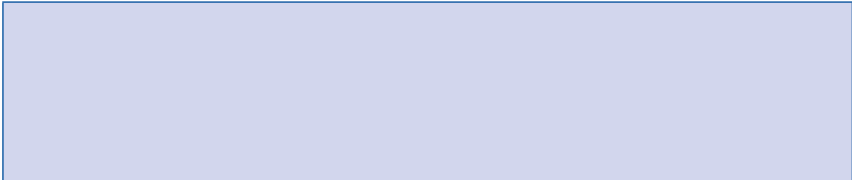
Subject otherwise to the terms of the policy, the above exclusion will not apply to the Employers Liability Section, but the Cover Limit for the purpose of this Special Provision is limited to £5,000,000 including Costs and Expenses.



**If You have a claim**



- 1. Our Right of Recovery
  - 1.1. This cover is provided in accordance with the provisions of any law relating to the compulsory insurance of liability to Employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
  - 1.2 **If, by any such law, We are required to pay a claim which is excluded under Your policy, You will have to repay to Us all sums paid by Us under such claim.**



# Public and Products Liability

## Cover

We will cover The Insured's legal liability to pay Compensation and Costs and Expenses incurred, as a result of accidental Personal Injury, Damage to Property, obstruction, trespass, nuisance or interference with any right of way, air, light or water, which arises in connection with Your Business, and which happens during the Period of Insurance and within The Territorial Limits.

The most We will pay is the Cover Limit plus any Costs and Expenses.

**For any claim brought in Canada, the United States of America or any territory within its jurisdiction, the most We will pay, inclusive of Costs and Expenses, is the Cover Limit.**



### 1. Additional Activities of Your Business includes

- 1.1 ownership, use and upkeep of Your Premises
- 1.2 upkeep of vehicles and plant which are owned and used by You.
- 1.3 canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- 1.4 Your first aid, fire, security and ambulance services
- 1.5 Your participation in exhibitions
- 1.6 private work by any Employee, with Your prior consent, for You or any Director or Employee of Yours.

### 2. Cross Liabilities

- 2.1 We will cover each party named as The Policyholder in Your Schedule as if a separate policy had been issued to each
- 2.2 The most We will pay is the Cover Limit regardless of the number of parties claiming to be covered.

### 3. Defective Premises

- 3.1 We will cover, in connection with any premises which You previously owned or occupied for the purposes of Your Business, Your legal liability for accidental Bodily Injury or Damage to Property arising under the
  - 3.1.1 Defective Premises Act 1972
  - 3.1.2 Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001.

### 4. Legal Expenses Arising from Health and Safety Legislation

- 4.1 We will cover The Insured for any health and safety inquiry or criminal proceedings arising from any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.
- 4.2 Cover is limited to
  - 4.2.1 legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
  - 4.2.2 prosecution costs awarded against The Insured.

**3.2** We will not provide cover for the cost of rectifying any defect or alleged defect in such premises.

**4.3** We will not provide cover

- 4.3.1** unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories in the course of Your Business
- 4.3.2** for proceedings relating to the health and safety of any person other than an Employee
- 4.3.3** where cover is provided by another insurance policy

**5. Hired or Rented Premises**

**5.1** We will cover The Insured's legal liability as a result of accidental Damage to premises (including fixtures and fittings) within The Defined Territories which You hire, rent or are loaned in connection with Your Business.

**5.2** We will not provide cover for

**5.2.1** the first £250 of Compensation and Costs and Expenses.

**This does not apply to Damage caused by fire or explosion.**

**5.2.2** liability imposed on The Insured solely by the terms of the hiring or renting agreement

**5.2.3** Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by The Insured.

**6. Motor Contingent Liability**

**6.1** We will cover The Insured's legal liability as a result of accidental Bodily Injury and Damage to Property arising out of the use of any vehicle or trailer attached thereto which is being used in connection with Your Business and in The Defined Territories, but which is not

**6.1.1** owned, leased, hired or rented to You

**6.1.2** provided by You

**6.2** We will not provide cover

**6.2.1** for Damage to the vehicle or goods carried in or on the vehicle

**6.2.2** while the vehicle is being driven by You or by a person who, to Your knowledge or that of Your representatives, does not hold a licence to drive the vehicle.

**However, cover will apply if such person has previously held, and is not disqualified from holding or obtaining, such a licence**

**6.2.3** if cover is provided by another insurance policy.

**7. Legal Expenses arising from Corporate Manslaughter and Corporate Homicide Act 2007**

**7.1** We will cover You for criminal proceedings arising from any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

**7.2** Cover is limited to

**7.2.1** legal fees and expenses You incur with Our written consent for defending proceedings, including appeals

**7.2.2** prosecution costs awarded against You.

**7.3** We will not provide cover

**7.3.1** unless the proceedings relate to an actual or alleged offence committed during the Period of Insurance within The Defined Territories and in connection with Your Business

**7.3.2** for proceedings which result from any deliberate act or omission by You or which relate to any Employee

**7.3.3** for any fines, remedial or publicity orders, or any steps required to be taken by such orders

**7.3.4** where cover is provided by another insurance policy.

**8. Contractual Liability**

**8.1** We will cover the legal liability of The Insured for accidental Bodily Injury or Damage to Property imposed on You solely by the terms of any agreement, provided that the conduct and control of any claim is assigned to Us.

**8.2** We will not provide cover for any agreement relating to the performance of work outside of The Defined Territories.

**9. Payment for Court Attendance**

**9.1** We will pay for You, or any director, partner or Employee of Yours to attend court, at Our request, as a witness in connection with a claim which The Insured is entitled to cover for.

**9.2** The most We will pay per day for each director or partner Employee is stated in Your Schedule.

|                 |  |
|-----------------|--|
| <b>10.</b>      | <b>Data Protection</b>   |
| <b>10.1</b>     | If proceedings are brought against The Insured under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing, We will cover The Insured for |
| <b>10.1.1</b>   | legal fees and defence costs   |
| <b>10.1.2</b>   | legal liability for Compensation to an individual who is the subject of personal data The Insured holds and who suffers material or non-material Damage caused by  |
| <b>10.1.2.1</b> | inaccuracy of data   |
| <b>10.1.2.2</b> | loss of the data   |
| <b>10.1.2.3</b> | unauthorised destruction or disclosure of the data   |
| <b>10.2</b>     | The most We will pay for all claims occurring during any one Period of Insurance is stated in Your Schedule.   |

|                 |   |
|-----------------|---|
| <b>10.3</b>     | We will not provide cover for   |
| <b>10.3.1</b>   | Personal Injury other than as provided by this cover  |
| <b>10.3.2</b>   | Damage to Property  |
| <b>10.3.3</b>   | fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence |
| <b>10.3.4</b>   | libel, slander or defamation  |
| <b>10.3.5</b>   | consequential losses  |
| <b>10.3.6</b>   | liability   |
| <b>10.3.6.1</b> | as a result of You having authorised the destruction or disclosure of the data  |
| <b>10.3.6.2</b> | which could reasonably have been expected to arise as a result of any other deliberate act or omission by You   |
| <b>10.3.6.3</b> | arising solely by the terms of any agreement  |
| <b>10.3.6.4</b> | for liquidated damages or under any penalty clause  |
| <b>10.3.7</b>   | any fine or statutory payment   |
| <b>10.3.8</b>   | legal costs or expenses or financial losses in respect of any order for rectification or erasure of data or requiring that data to be supplemented by any other statements    |
| <b>10.3.9</b>   | proceedings relating to Compensation for any Employee if the Employers' Liability Section of this policy is not in force.   |

|             |  |
|-------------|--|
| <b>11.</b>  | <b>Employees' and Visitors' Personal Belongings</b>  |
| <b>11.1</b> | We will cover The Insured's legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings which are in the custody or control of The Insured. |

|               |   |
|---------------|---|
| <b>11.2</b>   | We will not provide cover where this Property is                                |
| <b>11.2.1</b> | loaned, leased, hired or rented to The Insured                                  |
| <b>11.2.2</b> | stored for a fee or other consideration by The Insured                          |
| <b>11.2.3</b> | in the custody or control of The Insured for the purposes of being worked upon. |

|             |   |
|-------------|---|
| <b>12.</b>  | <b>Buildings Temporarily Occupied</b>   |
| <b>12.1</b> | We will cover The Insured's legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured for the purpose of carrying out Your Business. |

|               |  |
|---------------|--|
| <b>12.2</b>   | We will not cover Damage to  |
| <b>12.2.1</b> | premises and their contents which You own or which are loaned, leased, hired or rented to The Insured or any other party who is carrying out work on Your behalf |
| <b>12.2.2</b> | The Works.   |

|               |   |
|---------------|---|
| <b>13.</b>    | <b>Legal Expenses Arising from Consumer Protection Act 1987 and Food Safety Act 1990</b>  |
| <b>13.1</b>   | We will cover The Insured for criminal proceedings arising from any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990. |
| <b>13.2</b>   | Cover is limited to   |
| <b>13.2.1</b> | legal fees and expenses incurred with Our written consent for defending proceedings, including appeals  |
| <b>13.2.2</b> | costs of prosecution awarded against The Insured.   |

|               |   |
|---------------|---|
| <b>13.3</b>   | We will not cover You   |
| <b>13.3.1</b> | unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with Your Business. |
| <b>13.3.2</b> | for proceedings which result from any deliberate act or omission by You.  |
| <b>13.3.3</b> | where cover is provided by another insurance policy.  |

**14 Overseas Personal Liability**

- 14.1** We will cover You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with Your Business.
- 14.1.1** We will also cover any accompanying spouse and children.
- 14.1.2** Where You are an individual the cover will also apply to Your personal liability whilst away from Your Premises in connection with Your Business but within The Defined Territories.

**15. Suspension of Cover**

- 15.1** We may, at any reasonable time, inspect any property and if any defect or danger is identified, We may suspend all Our liability which might arise from such defect or danger. We will notify You in writing if this is the case.

- 14.2** We will not provide cover if cover is provided under another insurance policy, or where liability arises from
  - 14.2.1** any agreement unless liability would have existed otherwise
  - 14.2.2** ownership or occupation of land or Buildings
  - 14.2.3** the carrying on of any trade or profession
  - 14.2.4** ownership, possession or use of wild animals, firearms (other than sporting guns), mechanically propelled vehicles, aircraft or watercraft.

## Exceptions

**The following outlines what We will not make payment for under this Section.**

We will not provide cover for



**1.** Personal Injury to any Employee arising out of and in the course of employment by You in Your Business

**2.** the ownership, possession or use by, or on behalf of, The Insured of any  
**2.1** aircraft, aerial device or hovercraft  
**2.2** watercraft exceeding 8 metres in length  
**2.3** motor vehicle or trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation.

**2.4** This does not apply to the circumstances described under Cover Item 6. – Motor Contingent Liability, or to the loading or unloading of any such vehicle, trailer or plant where cover is not provided by another insurance policy.

**3.** Damage to Property which  
**3.1** You own or which is loaned, leased, hired or rented to The Insured  
**3.2** is held in trust or in the custody or control of The Insured or any other party who is carrying out work on Your behalf.  
**3.3** requires to be insured under the terms of Clause 6.5.1 of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.

**3.2.1** This does not apply in the circumstances described under the following covers  
**3.2.1.1** Hired or Rented Premises  
**3.2.1.2** Employees’ and Visitors’ Personal Belongings  
**3.2.1.3** Buildings Temporarily Occupied

**4.** Damage to, or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating The Works or Products Supplied.

**4.1** This does not apply to Products Supplied under a separate contract

**5.** advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee under a separate contract.

**6.** the carrying out of any work, or any Products Supplied, which affects or could affect the navigation, propulsion or safety of any aircraft or other aerial device, or the safety or operation of nuclear installations.

**7.** Pollution or Contamination other than caused by a sudden, identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance.  
**7.1** **All Pollution or Contamination which arises from one incident will be deemed to have happened at the time such incident takes place.**

**8.** Products Supplied to, or work in or on or travel to, from or within any offshore accommodation, exploration, drilling or production rig, platform or support vessel.



**9.** work underground, underwater, or on or in  
**9.1** power stations or nuclear installations/establishments  
**9.2** oil, gas or chemical  
**9.2.1** refineries  
**9.2.2** bulk storage premises  
**9.2.3** production premises  
**9.3** mainframe computers or rooms containing mainframe computers  
**9.4** aircraft, aerospace systems or hovercraft  
**9.5** watercraft other than work, not involving the use of heat, on or in watercraft in docks, harbours, boatyards or inland waterways  
**9.6** railways, tramways, airports, aerodromes or any airbase.

**10.** recalling or making refunds in respect of Products Supplied or The Works

**11.** liquidated damages, penalty clauses or fines

**12.** liability imposed on You solely by the terms of any contract conditions or agreement in connection with Products Supplied

**13.** aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages

**14.** any liability arising directly or indirectly from, or in connection with, or consisting of any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from or in connection with  
**14.1** Virus or Similar Mechanism  
**14.2** Denial of Service Attack  
**14.3** unauthorised access to or use of Computer and Electronic Equipment.

**14.4** We will not exclude any liability in respect of any ensuing accidental Bodily Injury or accidental Damage to Property which is not otherwise excluded.

**15.** any consequence resulting directly or indirectly in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event, except as stated in **Special Provision - Terrorism** below.  
**15.1** In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with Terrorism or any action taken in controlling, preventing, suppressing or in any way relating to Terrorism, regardless of any other contributory cause or event is not covered under this Section, You will have to prove that any such consequence is covered (or is covered beyond that limit of liability) under this Section.  
**15.2** **Special Provision Terrorism**  
**Subject otherwise to the terms of the policy, the Cover Limit for the purpose of this Special Provision is limited to £2,000,000 or any other amount specified in the policy for Public and Products Liability, whichever is the lower**

**16.** exposure to, inhalation of and/or fears of the consequences of exposure to, or the inhalation of, Asbestos, including any product containing Asbestos

**16.1** the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any Property arising out of the presence of Asbestos, including any product containing Asbestos

**17.** the amount of Compensation and Costs and Expenses shown in Your Schedule as applying to each and every event resulting in Damage to Property. You will reimburse any such amount We have paid.

**18.** any consequence whatsoever which is the direct or indirect result of any of the following, whether or not such consequence has been contributed to by any other cause or event

**18.1** war, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power

**18.2** any action taken in controlling, preventing, suppressing or in any way relating to 18.1

**19.** death or disablement, loss or destruction of or damage to any Property, any loss or expense whatsoever, any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from

**19.1** ionising radiations or contamination by radioactivity from nuclear fuel, or from nuclear waste from the combustion of nuclear fuel

**19.2** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

**19.3** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.  
**This does not apply in respect of radioactive isotopes at Your Premises (other than nuclear fuel or nuclear waste).**

**20.** any claim which arises directly or indirectly from or consists of the failure or inability of any

**20.1.1** electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunications equipment or systems, or any similar device, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date

**20.1.2** media or systems used in connection with anything referred to in 20.1.1 above, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date.

**20.2** Items 20.1.1 and 20.1.2 above includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or to correctly manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

**20.2.1** recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time

**20.2.2** the operation of any command or logic which has been programmed or incorporated into anything referred to in 20.1.1 and 20.1.2 above.

## Claims and Helpline

As soon as You are aware of an incident, You should get legal advice from the legal helpline on 0345 300 1899 without delay. Please have Your policy number to hand.

If You think that You might need to claim, contact the helpline on 0345 300 1899 and obtain a reference number. The helpline will not be able to tell You if Your claim is covered or not at this stage, but will forward the information You have provided to our claims handling teams and will explain what to do next.

A claim form is available to download at [www.aviva.co.uk/legalprotection](http://www.aviva.co.uk/legalprotection).

Our claims handling is undertaken by DAS Legal Expenses Insurance Company Limited or such other company as We notify You of from time to time. Our legal helpline is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

### **DAS Head and Registered Office:**

DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Registered in England and Wales, number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

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

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

DAS Law Limited,

North Quay, Temple Back, Bristol, BS1 6FL

Registered in England and Wales, number 5417859. Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

## Cover

We will provide cover to an Insured Person for any Costs and Expenses and Attendance Expenses incurred in respect of Legal Proceedings arising as described in Cover Items 1-16 below and in connection with Your Business, provided that:

We will pay for Costs and Expenses and Attendance Expenses provided that:

1. the insured Cover Item event occurs, and any Legal Proceedings take place, within The Territorial Limits
2. the Date of Occurrence is within the Period of Insurance
3. Prospects of Success exist for the duration of the claim. **See Page 43 for an explanation of what We mean by Prospects of Success**
4. In respect of an enforcement of judgement to recover money and interest due to You after a successful claim under this Section, We must agree that Prospects of Success exist
5. In respect of any appeal or defence of an appeal, it has been reported to Us, within the time limits allowed, that You wish to appeal
6. If an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than the award of damages, the maximum We will pay in Costs and Expenses is the value of the likely award.

**We will not pay for any costs that fall outside the DAS Standard Terms of Appointment if You decide not to use the services of a Preferred Law Firm or Tax Consultancy.**



### YOUR OBLIGATIONS UNDER THIS SECTION

**You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.**



**Listed below are the Cover Items applicable to the Commercial Legal Protection Section. Please refer to Your Schedule for details of which Cover Items apply to Your Policy.**

#### Please note

- **In England, Scotland and Wales, squatting in residential properties is a criminal offence and you should contact the police for assistance**
  - **You must have established the legal ownership or right to the land that is the subject of the dispute.**
- 1. Property Protection**
    - 1.1** We will represent an Insured Person in any Legal Proceedings for civil action relating to physical damage to Your Premises following
      - 1.1.1** any event which causes or could cause physical damage to Your Premises, provided that in the event of physical damage to Your Premises, the amount in dispute exceeds £1,000 and/or
      - 1.1.2** any legal nuisance (meaning unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it) or trespass including the eviction of squatters, or any person occupying Your Premises.

**The Premises subject to the dispute must be insured by this insurance policy.**

- 1.2** We will not provide cover in respect of any claim relating to
  - 1.2.1** a contract entered into by You, other than a leasehold agreement
  - 1.2.2** goods
    - 1.2.2.1** in transit
    - 1.2.2.2** lent or hired out
    - 1.2.2.3** at premises You do not occupy unless for installation or use in work to be carried out by You
  - 1.2.3** mining subsidence
  - 1.2.4** a motor vehicle whilst being driven by an Insured Person
  - 1.2.5** defending Your legal rights, but We will cover the defence of a counter-claim
  - 1.2.6** the enforcement of a covenant by or against You.

**2. Legal Defence - Criminal Prosecution**

**2.1** We will defend an Insured Person

**2.1.1** where it is alleged the Insured Person has or may have committed a criminal offence, prior to the issue of Legal Proceedings when dealing with

**2.1.1.1** the Police and/or

**2.1.1.2** Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

**2.1.2** following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction

**2.2** In respect of proceedings under the Health and Safety at Work etc Act 1974 the Territorial Limits shall be all territories in which the Act applies.

**2.3** We will not provide cover in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

**3. Legal Defence - Data Protection**

**3.1** Provided that You are registered with the Information Commissioner at the time of the incident giving rise to the action, We will, under Section 13 of the Data Protection Act 1998 or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any legislation implementing the General Data Protection Regulation or under any replacement legislation in respect of any of the foregoing

**3.1.1** defend the legal rights of an Insured Person following civil action taken against the Insured Person for compensation

**3.1.2** also pay any compensation award made against the Insured Person

**3.2** We will represent You in appealing against the refusal of the Information Commissioner to register Your application for registration.

**4. Legal Defence - Wrongful Arrest**

**4.1** We will defend Your legal rights if civil action is taken against You by a third party who has been wrongfully arrested following an accusation of theft made by an Insured Person and which is alleged to have been carried out during the Period of Insurance.

**5. Legal Defence - Employee Civil Legal Defence**

**5.1** At Your request We will defend the legal rights of an Insured Person (other than You) if

**5.1.1** an event arising from their work as an Insured Person leads to civil action being taken against them under legislation for unlawful discrimination

**5.1.2** civil action is being taken against them as a trustee of a pension fund set up for the benefit of Your employees.

**6. Legal Defence - Statutory Notice**

**6.1** At Your request We will represent the Insured Person in appealing against the imposition or terms of Statutory Notice issued under legislation affecting Your Business.

**7. Legal Defence - Jury Service**

**7.1** We will pay the Attendance Expenses of an Insured Person for jury service.

**8. Legal Defence - Disciplinary Hearings**

**8.1** We will defend an Insured Person if an event results in a disciplinary case being brought against an Insured Person by a regulatory authority or professional body.

**9. Contract Disputes**

**9.1** We will represent You in any Legal Proceedings for civil action relating to a contractual dispute arising from an agreement or alleged agreement which has been entered into by You or on Your behalf for the sale, provision, purchase or hire of goods or of services provided that

**9.1.1** if the dispute relates to money owed to You, a claim must be made within 90 days of the money becoming due and payable.

**9.1.2** the amount in dispute exceeds £250

**9.1.3** if the amount in dispute is payable by instalments, the instalments due and payable at the time of making the claim exceed £250.

**10. Debt Recovery**

**10.1** We will negotiate for Your legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services provided that

**10.1.1** a claim for debt recovery under this item is made within 90 days of the money becoming due and payable

**10.1.2** the amount in dispute exceeds £250

**10.1.3** You supply the correct and current name and address of the debtor

**10.1.4** You have exhausted all reasonable credit control and accounting procedures

**10.1.5** We have the right to select the method of enforcement or to forego enforcing judgement if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

**8.2** We will not provide cover in respect of any claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

**9.2** We will not provide cover in respect of

**9.2.1** any claim relating to

**9.2.1.1** the cover, claims process or settlement payable under an insurance policy

**9.2.1.2** a lease, licence or tenancy of land or building(s) other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement

**9.2.1.3** a loan, mortgage, pension, guarantee or any other financial product and choses in action

**9.2.1.4** a motor vehicle owned by, 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

**9.2.2** a dispute with an Insured Person or former Insured Person which arises out of or relates to a contract of employment with You

**9.2.3** a dispute relating to computer hardware, software, systems or services which have been specifically tailored

**9.2.4** a dispute arising from the breach or alleged breach of professional duty by an Insured Person or former Insured Person

**9.2.5** the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

**10.2** We will not provide cover in respect of

**10.2.1** any claim relating to

**10.2.1.1** the settlement payable under an insurance policy

**10.2.1.2** a lease, licence or tenancy of land or buildings

**10.2.1.3** a loan, mortgage, pension, guarantee or any other financial product and choses in action

**10.2.1.4** a motor vehicle owned by, 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

**10.2.2** a dispute relating to computer hardware, software, systems or services which have been specifically tailored

**10.2.3** the recovery of money and interest due from another party where the other party intimates that a defence exists.



**YOUR OBLIGATIONS UNDER COVER 11.**

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

**11. Tax Protection**

**11.1 We will only cover tax claims which arise in direct connection with the activities of the business shown in Your Schedule**

**11.2** We will represent You in any investigations and/or appeal proceedings in respect of

**11.2.1** a Tax Enquiry

**11.2.2** an Employer Compliance Dispute

**11.2.3** a VAT Dispute.

**11.3** We will not provide cover

**11.3.1** in respect of any claim caused by Your failure to register for VAT and/or PAYE

**11.3.2** in respect of any claim arising from any investigations or enquiries undertaken by HM Revenue and Customs Special Investigation Section, Special Civil Investigations, Criminal Investigation Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office

**11.3.3** in respect of any claim arising from any investigations or enquiry by HM Revenue and Customs into any alleged dishonesty or any alleged criminal offences

**11.3.4** in respect of any claim arising from a tax avoidance scheme

**11.3.5** in respect of any claim relating to import or export duties and import VAT.

**12. Employment Disputes**

**12.1** We will represent You in defending Your legal rights

**12.1.1** following any request by ACAS to take part in the Early Conciliation service

**12.1.2** prior to the issue of Legal Proceedings in a court or tribunal in respect of any dispute with a former Insured Person

**12.1.3** in the resolution of unfair dismissal or flexible working disputes under the ACAS Arbitration Scheme

**12.1.4** in Legal Proceedings in respect of any dispute with

**12.1.4.1** an Insured Person or former Insured Person which arises out of, or relates to, a contract of employment with You

**12.1.4.2** an Insured Person, a former Insured Person or a prospective Insured Person arising from an alleged breach of their statutory rights under employment legislation.

**12.2** We will not provide cover for any claim in respect of damages for Personal Injury or loss of or physical damage to material property.



**YOUR OBLIGATIONS UNDER COVER 13.**

**Performance and/or conduct**

**In cases relating to performance and/or conduct You must**

- follow the ACAS Code of Disciplinary and Grievance Procedures (or any replacement thereof) as prepared by the Advisory Conciliation and Arbitration Service, or
- follow equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland, or
- seek and follow the advice from Our 24 hour legal helpline (0345 300 1899).

**Unlawful Discrimination**

**In respect of an order of compensation following a breach of Your statutory duties under employment legislation, You must throughout the dispute seek and follow the advice of Our 24 hour legal helpline since the date You knew or should have known about the employment dispute (0345 300 1899).**

**Redundancy**

**In respect of any compensation award for redundancy, alleged redundancy or unfair selection for redundancy, You must seek and follow the advice of Our 24 hour legal helpline before starting any redundancy process or procedure (0345 300 1899.)**

|               |  |
|---------------|--|
| <b>13.</b>    | <b>Employment Compensation Awards</b>  |
| <b>13.1</b>   | We will pay any basic and compensatory award and/or an order for compensation following a breach of Your statutory duties under employment legislation which |
| <b>13.1.1</b> | You are ordered to pay by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument, and                                 |
| <b>13.1.2</b> | We have approved in writing in respect of a claim We have accepted under Employment Disputes.  |
| <b>13.2</b>   | The maximum amount We will pay in respect of compensation awards in any one Period of Insurance is £1,000,000.   |

|                 |   |
|-----------------|---|
| <b>13.3</b>     | We will not provide cover in respect of   |
| <b>13.3.1</b>   | non payment of money due under the relevant contract of employment or related statutory provision   |
| <b>13.3.2</b>   | any compensation award related to   |
| <b>13.3.2.1</b> | trade union activities, trade union membership or non-membership  |
| <b>13.3.2.2</b> | health & safety related dismissals brought under section 44 of the Employment Rights Act 1996   |
| <b>13.3.2.3</b> | statutory rights in relation to trustees of occupational pension schemes  |
| <b>13.3.3</b>   | any award ordered as a result of a breach of National Minimum Wage legislation  |
| <b>13.3.4</b>   | 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 order or re-engagement order |
| <b>13.3.5</b>   | any settlement through the ACAS Early Conciliation service where the Insured Person is employed by You and no Legal Proceedings have been issued.   |



**14. Service Occupancy**

**14.1** We will negotiate for Your legal rights against an Insured Person or former Insured Person to recover possession of premises owned by You, or for which You are responsible.

**14.2** We will not cover You in respect of any claim relating to defending Your legal rights other than defending a counter claim.

**15. Bodily Injury**

**15.1** We will pursue the legal rights of an Insured Person and/or family member accompanying such Insured Person, following an event which causes the death of, or bodily injury to, such Insured Person and/or family member

**15.2** We will not provide cover in respect of any claim relating to  
**15.2.1** any illness or bodily injury which develops gradually or is not caused by a specific or sudden incident e.g. repetitive strain injury  
**15.2.2** the defence of the legal rights of an Insured Person and/or family member other than defending a counter claim  
**15.2.3** an Insured Person's injury or death in a motor vehicle whilst being driven by an Insured Person or their family members.

**16. Statutory Licence Protection**

**16.1** We will represent You in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling Your licence, mandatory registration or British Standard Certificate of Registration.

**16.2** We will not provide cover in respect of  
**16.2.1** an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration  
**16.2.2** any licence appeal relating to the ownership, driving or use of a motor vehicle.

**17. Tenancy Disputes**

**17.1** We will represent You in any Legal Proceedings for civil action relating to a tenancy dispute between You and Your landlord arising from premises leased or rented to You.

**17.2** We will not provide indemnity in respect of any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement

## Exceptions

**The following outlines what We will not make payment for under this Section.**

- 1** We will not provide cover in respect of any claim
- 1.1** if an Insured Person does not keep to the terms of this Section
- 1.2** if any Costs and Expenses are incurred prior to Our written acceptance of a claim
- 1.3** for any legal action an Insured Person takes which We have not agreed to or where the Insured Person does anything to hinder Us or the Appointed Representative
- 1.4** for any fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority other than compensation awards covered under Employment Compensation Awards (if cover is operative) and Legal Defence (if cover is operative)
- 1.5** relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- 1.6** relating to rights under a franchise or agency agreement entered into by You
- 1.7** deliberately or intentionally caused by an Insured Person
- 1.8** in respect of a dispute with Us not catered for in the Property Owners Legal Protection Conditions, items Arbitration and Disputes
- 1.9** for a judicial review, coroner's inquest or fatal accident inquiry
- 1.10** relating to any non-contracting party's rights to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy
- 1.11** notified under this Section when, either at the start of or during the course of the claim You are bankrupt, have filed a bankruptcy petition or winding up petition, have made an arrangement with creditors, have entered into a deed of arrangement, are in liquidation or part of or all of Your affairs or property are in the care or control of a receiver or administrator
- 1.12** relating to a shareholding or partnership share in Your Business
- 1.13** relating to written or verbal remarks that damage the Insured Person's reputation
- 1.14** where an Insured Person wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20)

## Commercial Legal Protection Conditions

In addition to the items shown in the “Policy Conditions” section, the following also apply to this Section.

### **Acts of Parliament**

All references to Acts of Parliament within this Section wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

### **Appointed Representative**

If an Appointed Representative refuses to continue acting for an Insured Person with good reason or if an Insured Person dismisses an Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

### **Arbitration**

You have the right to refer any difference that arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section through our internal complaints procedure and then to arbitration, which will be decided by counsel chosen jointly by Us and an Insured Person.

If there is a disagreement with regard to the choice of counsel, We will ask the Chartered Institute of Arbitrators to choose a suitably qualified person.

The arbitrator’s decision shall be final and binding on both parties.

All costs for resolving the difference will be met by the party against whom the decision is made.

### **Claims – legal representation**

- (a) On receipt of a claim, if appropriate, We will appoint an Appointed Representative. They will try to settle Your claim by negotiation without having to go to court
- (b) We will choose an Appointed Representative to represent an Insured Person where We are liable to pay compensation. In any other case if it is necessary to start court proceedings or there is a conflict of interest, an Insured Person is free to nominate an Appointed Representative by sending to Us the name and address of the suitably qualified person
- (c) If the Insured Person chooses an Appointed Representative who is not a Preferred Law Firm or Tax Consultancy, We will give them the opportunity to act on the same terms as a Preferred Law Firm or Tax Consultancy. If they refuse the act on this basis, the maximum We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment which are available on request.

### **Claims – Our rights and Your obligations**

- (a) We will have direct access to the Appointed Representative who will, upon request, provide Us with any information or opinion on Your claim
- (b) An Insured Person must co-operate fully with Us and the Appointed Representative and must keep Us up-to-date with the progress of the claim
- (c) At Our request an Insured Person must give the Appointed Representative any instructions that We require
- (d) An Insured Person must notify Us immediately if anyone offers to settle a claim or makes a payment into court
- (e) If an Insured Person does not accept the recommendation of the Appointed Representative to accept a reasonable offer or payment into court to settle a claim, We may refuse to pay further Costs and Expenses
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without Our prior approval
- (g) We may decide to pay an Insured Person the reasonable value of any claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. If this occurs, an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for their benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so
- (h) We may require You to get, at Your own expense, an opinion from an expert, that We consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by Us and the costs agreed in writing between You and Us. Subject to this, if the expert’s opinion indicates that it is more likely than not that You will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence, We will pay the cost of getting the opinion.

**Claims – your duty**

You must report an incident to Us as soon as possible and in any event no later than 180 days after the date the Insured Person knew or should have known about the incident.

**Discontinuance of a claim**

If an Insured Person

- (a) settles a claim or withdraws a claim without Our prior agreement
- (b) does not give suitable instructions to the Appointed Representative

the cover We provide will end immediately and We will be entitled to re-claim any Costs and Expenses We have incurred from the Insured Person.

**Disputes**

If any difference arises between Us and an Insured Person in respect of the acceptance, refusal, control or handling of any claim under this section, You can take the steps outlined in Our complaints procedure stated under Our Promise of Service.

**Other Insurances**

If any claim covered by this Section is also covered by another policy, or would have been covered if this Section did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.

**Recoveries**

An Insured Person must take every available step to recover Costs and Expenses that We have to pay and must pay Us any Costs and Expenses that are recovered.

## Commercial Legal Protection Definitions

In addition to the items shown in the “Policy Definitions” section, the following also apply to this Section.

|  |   |
|--|---|
| <b>Appointed Representative</b>          | The Preferred Law Firm or Tax Consultancy or other suitably qualified person, who has been appointed by Us to act on behalf of an Insured Person, or a suitably qualified person chosen by an Insured Person.   |
| <b>Costs and Expenses</b>                | <ol style="list-style-type: none"> <li>(1) All reasonable and necessary legal, accountancy and tax related costs charged by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment, which are available on request</li> <li>(2) Legal costs which an Insured Person has been ordered to pay by a court or other body which We have agreed to authorise.</li> </ol>  |
| <b>DAS Standard Terms of Appointment</b> | The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).  |
| <b>Date of Occurrence</b>                | <ol style="list-style-type: none"> <li>(1) In all civil cases (other than Tax Protection), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it)</li> <li>(2) In all criminal cases, when the Insured Person first broke or is alleged to have first broken the criminal law in question</li> <li>(3) Tax Enquiries, when HM Revenue and Customs first notifies in writing the intention to make enquiries</li> <li>(4) Employer Compliance and Value Added Tax (VAT) Dispute, when the relevant authority sends an assessment or written decision to You</li> <li>(5) Licence or registration appeals, when You were first notified of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel Your licence, mandatory registration or British Standard Certificate of Registration.</li> </ol> |
| <b>Employer Compliance Dispute</b>       | A dispute with HM Revenue and Customs concerning Your compliance with Pay As You Earn (PAYE), Social Security, Construction Industry or IR35 legislation and Regulations.   |
| <b>Insured Person</b>                    | You or any director or partner, of Yours, any employee of Yours under a contract of employment with You or any other person agreed with Us.   |

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|--|---|
| <b>Legal Proceedings</b>                     | <p>Legal action for</p> <ol style="list-style-type: none"> <li>(1) the pursuit or defence of a claim for damages</li> <li>(2) the defence of a criminal prosecution</li> <li>(3) appeal proceedings</li> <li>(4) the pursuit or defence of a claim for specific performance or injunction dealt with by negotiation or in a court of law, tribunal or arbitration or any other body which We have agreed to or authorised.</li> </ol>   |
| <b>Preferred Law Firm or Tax Consultancy</b> | A law firm, accountancy firm, barristers’ chambers or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person’s claim. They are appointed according to the DAS Standard Terms of Appointment which are available on request.  |
| <b>Prospects of Success</b>                  | <p>In respect of all civil Legal Proceedings, that it is always more likely than not (at least 51%) that an Insured Person will</p> <ol style="list-style-type: none"> <li>(1) recover damages or obtain any other legal remedy which We have agreed to</li> <li>(2) make a successful defence</li> <li>(3) make a successful appeal or defence of an appeal.</li> </ol> <p>Prospects of success will be assessed by Us or an Appointed Representative on Our behalf.</p> <p>In respect of criminal Legal Proceedings, there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</p> |
| <b>Tax Enquiry</b>                           | <p>A written notice of enquiry, issued by HM Revenue and Customs to carry out an Income Tax or Corporation Tax compliance check which either</p> <ol style="list-style-type: none"> <li>(1) includes a request to examine any aspect of Your books and records, or</li> <li>(2) advises of a check of Your whole tax return.</li> </ol>   |
| <b>The Territorial Limits</b>                | <p>Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, the European Union, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).</p> <p><b>Only applicable to Cover Items 2 to 5, 7 to 8 and 15.</b></p> <p><b>For all other Cover Items Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.</b></p>   |
| <b>Value Added Tax (VAT) Dispute</b>         | A dispute with HM Revenue and Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.   |

## Personal Accident

### Cover

We will pay You or Your personal representatives Compensation if any Insured Person, during the Period of Insurance, suffers Accidental Bodily Injury caused solely, directly and independently of any other cause which results in any of the following Incidents:

#### Incidents

1. Death
2. Loss of Hearing
3. Loss of Sight
4. Loss of Speech
5. Loss of Limb
6. Permanent Total Disablement
7. Temporary Total Disablement.
8. Temporary Partial Disablement

Compensation for Incidents 7 or 8 shall not be payable for the first 14 consecutive days unless the period of each and every injury exceeds 14 consecutive days. When We pay Compensation under incidents 7 or 8 above, We will also pay up to 15% of this amount for Medical Expenses up to a maximum amount of £500 per Insured Person.

Compensation for Incidents 7 and 8 will be paid once every 4 weeks for a maximum of 2 years from the date that the disablement started and will end for the Insured Person if We then pay Compensation for the same injury under any of Incidents 1 to 6. The amount of Compensation We will pay in respect of Incident 7 will not exceed 100% of the Insured Person's Weekly Wage at the time of the Incident.

The most We will pay You for any Insured Person is the Compensation amount stated in Your Schedule.

***We may require, at Our expense, an Insured Person to undergo a medical examination, or in the event of Death, a post mortem examination to be carried out. However at Your own expense, You or Your legal representative must provide Us with any certificate, information or evidence in the format We require***

**We will not make any payment for any claim relating to any non-contracting parties right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.**

#### **1. Disappearance**

- 1.1** If an Insured Person has been missing for a period of 180 consecutive days, and there is sufficient evidence to support the conclusion that death has been caused by Accidental Bodily Injury, that person will be presumed to have died and Compensation for death will be paid.

- 1.2** However, You will repay any Compensation if the Insured Person is found alive.

# If You Have a Claim

**1. Amounts Payable**

**1.1** We will not pay more than the maximum accumulation limit of £1,000,000 for any one Accident. If the aggregate amount of all Compensation payable exceeds the maximum accumulation limit, the Compensation payable to each Insured Person will be proportionately reduced until the total of all Compensation payable does not exceed the maximum accumulation limit.



## Exceptions

The following outlines what We will not make payment for under this Section.

We will not provide cover for



- 1. the Insured Person suffering from any disability due to a gradually operating cause
- 2. suicide or attempted suicide
- 3. deliberate exposure to danger (except in an attempt to save human life)
- 4. the Insured Person's own criminal act
- 5. the Insured Person being in a state of insanity
- 6. flying or other aerial activities (except while travelling as a passenger by a recognised airline)
- 7. an Insured Person practising for or taking part in mountaineering or rock climbing requiring use of ropes or guides, pot-holing, winter sports outside the United Kingdom. Any kind of racing (except foot races), speed or time trials, and/or naval, military or air force service or operations
- 8. the effects of alcohol or drugs (other than drugs prescribed by a doctor).
- 9. any treatment for drug addiction

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## Policy Conditions

The following Policy Terms and Conditions apply to all Sections of Your Policy, unless stated otherwise. These should be read in conjunction with any Terms and Conditions which apply to other Sections of Your Policy.

### Alteration of Risk

We may choose to cancel the policy from the date of alteration where

- (1) there has been any alteration to the Property Insured, Your Premises and/or Your Business which increases the risk of loss, liability, destruction, damage, accident or injury, or
- (2) Your interest ceases except by will or operation of law, unless We have accepted the alteration, or
- (3) the number of bona fide sub-contractors and temporary Employees exceeds 15 at any one time, except where We are notified within 30 days of the number of bona fide sub-contractors and temporary Employees exceeding 15 and the necessary additional premium has been paid to Us, or
- (4) payments to bona fide sub-contractors and temporary Employees exceed 20% of Your annual turnover.

### Arbitration

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

### Cancellation

- (1) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.  
If Your policy is cancelled under (1) or (2) above and provided that there have been no:
  - (a) claim(s) made under the policy for which we have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) Incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Usduring the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to your last known address.
- (4) We may also cancel this policy at any time by sending You not less than 30 days notice in writing to Your last known address. We will refund a proportionate part of the premium for the unexpired period, provided that there have been no:
  - (a) claim(s) made under the policy for which we have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) Incident(s) which You are aware of and which are likely to give rise to a claim which has yet to be reported to Usduring the current Period of Insurance.

### Contribution

**This condition only applies to Public and Products Liability Section and Employers' Liability Section**

If the insurance provided by these Sections is also covered by another policy (or would if it was not for the existence of these Sections), We will only cover You for any excess amount beyond that which would be payable under such other insurance if these Sections had not been effected.



## **Contribution**

### **Applicable to all other Sections insured by this policy**

If any loss, destruction, damage or liability covered by this policy is also covered by another insurance policy, (or would be if this policy did not exist), We will only pay a rateable share of the claim. If the other insurance policy is subject to a condition of average and this policy is not, this policy will then become subject to the same condition of average.

If the other insurance covering the Property Insured has a condition which excludes proportional payment in whole or in part, the payment We make will be limited to the percentage of loss, destruction or damage that the Sum Insured bears to the value of the Property.

## **Discharge of Liability**

We may choose at any time to pay the Cover Limit, the Sum Insured, or a smaller amount for which a claim can be settled. We will not make any further payment for that claim except for Costs and Expenses which were incurred before the payment of the claim.

## **Fraud**

If a claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (1) refuse to pay the claim
- (2) recover from You any sums paid by Us to You in respect of the claim
- (3) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium.

If We cancel the policy under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a claim made by such person, or anyone acting on their behalf, is fraudulent or fraudulently exaggerated, or supported by a false statement or fraudulent means, or fraudulent evidence is provided to support the claim, We may

- (1) refuse to pay the claim
- (2) recover any sums paid by Us in respect of the claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (3) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (3) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

## **Identification**

The policy and Your Schedule will read as one contract.

## Non Disclosure, Misrepresentation or Misdescription

### 1. Before this policy was entered into

If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:

- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all claims, and keep all premiums paid;
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all claims, but will return any premiums paid
  - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
  - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

### 2. Before a variation was agreed

If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:

- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
- (b) where the breach was neither deliberate nor reckless, and but for the breach:
  - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
  - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made.  
and/or
  - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

This clause operates in addition to any provisions relating to underinsurance in this policy.

## Our Rights

If Damage occurs which may lead to a claim We may

- (1) enter or take possession of the building or premises
- (2) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not provide cover for Damage if You, or anyone acting on Your behalf, hinder or obstruct Us, or do not comply with Our requirements. You are not entitled to abandon property to Us

**Not applicable to the Employers' Liability or the Public and Products Liability Sections.**

## Reinstatement

When We reinstate or replace any of Your property, You will pay to provide any plans, documents, books and information that We require.

We will not be obliged to reinstate property exactly but only in as satisfactory a manner as circumstances allow.

The most We will pay for any one item is the Sum Insured

## Sanctions

We shall not provide cover nor be liable to pay any claim or provide any benefit under this policy if to do so would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America or any of its states.

## Severability of Interest

**Applicable to all Sections other than the Employers' Liability Section and the Public and Products Liability Section, in respect of which, the Cross Liabilities cover item shall apply.**

If The Policyholder comprises more than one party, each operating as a separate and distinct entity, the policy shall apply in the same manner and to the same extent to each party as if they were separately and individually insured.

Provided that, for the purposes of the

- (1) Loss Limit;
- (2) Total Sum Insured;
- (3) Sum Insured;
- (4) Limits of Liability; or
- (5) any other cover limit, limit of liability or indemnity, and/or any amount payable

stated in Your Schedule or elsewhere in this policy (as the case may be), all of the parties insured under this policy shall be treated as one party so that there shall be only a single contract of insurance between

- (1) Aviva as one party  
and
- (2) The Policyholder as the other party.

## Subjectivity

- (1) At the inception of or during each Period of Insurance, the insurance provided by this policy may be subject to You
  - (a) providing Us with any additional information
  - (b) completing any actions agreed between You and Us
  - (c) allowing Us to complete any actions agreed between You and Us.

- (2) If required by Us, You must allow Us access to Your Premises and/or Your Business to carry out survey(s), and Your compliance with any risk improvements identified.

If this is the case, then Your Schedule will clearly state the information required and/or the actions to be completed and the dates We require such information or the actions to be completed by.

Upon completion of these requirements (or if they are not completed by the required dates), We may choose to

- (a) alter Your premium
- (b) amend the terms and conditions of Your policy
- (c) require You to make alterations to Your Premises insured by the required date(s), and/or to comply with any risk improvements identified
- (d) exercise Our right to cancel Your policy under Policy Terms and Conditions item – Cancellation
- (e) leave Your policy terms, conditions and premium unaltered.

If We proceed with any of 1(a), 1(b) and 1(c) above, You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for unexpired period of cover

## Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to recover losses We become entitled to from other parties, following Our payment for loss, destruction, damage, accident or injury.

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

## Policy Definitions

A Definition is a statement of the meaning of a word, phrase or term. The Definitions listed below apply to the Policy and will have the same meaning wherever they appear within this Policy.

### On Line

If you are viewing this document on line, the explanation for a defined word, phrase or term can be viewed by hovering your mouse over the word, phrase or term. Defined words, phrases or terms will always start with a capital letter, for example 'Your Property'.

|                                 |  |  |   |
|---------------------------------|--|--|---|
| <b>Accident</b>                 | A sudden violent external unforeseen and identifiable event  | <b>Building(s)</b>                       | The building including<br>(a) interior decorations and landlords' fixtures and fittings and tenants improvements<br>(b) telecommunication television and radio aerials, satellite dishes, aerial fittings and masts<br>(c) outbuildings, roads, pavements, fences, gates, paths, drives, fixed signs, garden walls, patios, terraces, ornaments and statues, car parks, cess pits and septic tanks, oil tanks<br>(d) underground pipes, cables and wires<br>(e) gangways, pedestrian malls, pedestrian access bridges, hardstandings, bollards, barriers, flag poles, lamp posts, street furniture<br>(f) video, audio and building management and security systems and equipment<br>(g) trees, shrubs, hedges, plants and turf used in landscaping |
| <b>Accidental Bodily Injury</b> | Exposure or injury caused by Accidental and/or violent means, occurring within 24 months from the date of the Accident by which such injury is caused.   | <b>Business Hours</b>                    | Your normal working hours and any other period during which You or any Employee entrusted with Money is on the Premises in connection with The Business.  |
| <b>Act of Terrorism</b>         | Act of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto  | <b>Compensation</b>                      | Damages, including interest.  |
| <b>Asbestos</b>                 | Asbestos, asbestos fibres or any derivatives of asbestos.  | <b>Computer and Electronic Equipment</b> | All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.  |
| <b>Attendance Expenses</b>      | The salary or wages of the Insured Person for the time they are off work<br>(a) to attend any arbitration, court or tribunal hearing at Our request<br>(b) as a defendant or while attending jury service.<br><br>The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work, less any amount You, the court or tribunal, have paid them.                   | <b>Contract</b>                          | Any contract or agreement, entered into by You to carry out work in the course of Your Business.  |
| <b>Bodily Injury</b>            | <b>Applicable to all sections EXCEPT the Employers' Liability and Public and Products Liability sections.</b><br>Bodily injury by violent and visible means which, directly and independently of any other cause, results in death or disablement.<br><b>Applicable to Employers' Liability and Public and Products Liability sections.</b><br>Bodily injury including death, illness, disease or nervous shock. | <b>Contract Site</b>                     | A site within The Defined Territories at which You are carrying out work under a Contract.  |

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|---------------------------------|--|
| <b>Costs and Expenses</b>       | <p>(1) Fees for The Insured's legal representation at any Coroner's Inquest or Fatal Accident Enquiry or proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty</p> <p>(2) costs and expenses incurred with Our written consent</p> <p>(3) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of cover under this Section.</p>   |
| <b>Cover Limit</b>              | <p><b>Applicable to all sections EXCEPT Employers' Liability section.</b></p> <p>The maximum amount, stated in Your Schedule, which We will pay for any or all claims arising out of one cause. For Products Supplied or Pollution or Contamination, the Cover Limit will apply to the total of all claims occurring in any one Period of Insurance.</p> <p><b>Applicable to the Employers' Liability section.</b></p> <p>The maximum amount, stated in Your Schedule, including Costs and Expenses, which We will pay for any one claim or series of claims against The Insured arising out of one cause.</p> |
| <b>Damage</b>                   | Physical loss, destruction or damage.  |
| <b>Data</b>                     | All information which is electronically stored, electronically represented or contained on any current and back-up disks, tapes or other materials or devices used for data storage. <b>This includes but is not limited to operating systems, records, programs, software or firmware, code or series of instructions.</b>  |
| <b>Data Storage Materials</b>   | Any materials or devices used for the storage or representation of Data. <b>This includes, but is not limited to, disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also be Computer and Electronic Equipment.</b>   |
| <b>Denial of Service Attack</b> | Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data. <b>This includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.</b>  |

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| <b>Employee</b>                  | <p>Any person who is</p> <ol style="list-style-type: none"> <li>(1) under a contract of service or apprenticeship with You</li> <li>(2) borrowed by or hired to You</li> <li>(3) a labour master or supplied by a labour master</li> <li>(4) employed by labour only sub-contractors</li> <li>(5) self employed</li> <li>(6) under a work experience or training scheme</li> <li>(7) a voluntary helper</li> </ol> <p>while working under Your control in connection with The Business</p> <ol style="list-style-type: none"> <li>(8) an outworker or homeworker when engaged in work on Your behalf.</li> </ol> |
| <b>Endorsement/ Endorsements</b> | An alteration to the terms of Your Policy  |
| <b>Excess/ Excesses</b>          | The amount(s) specified in Your policy or Your Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.   |
| <b>Existing Structures</b>       | Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.  |
| <b>Failure</b>                   | Any partial or complete reduction in the performance availability, functionality or the ability to recognise or process any date or time, of any Computer and Electronic Equipment, website or other electronic means of communication.  |
| <b>Free Issue Materials</b>      | <p>Materials for incorporation into the Contract issued free to You by, or on behalf of, Your employer and for which You are responsible under condition of Contract.</p> <p><b><i>The value of these materials will not be included in the final valuation of the Works carried out or the final contract price.</i></b></p>  |
| <b>Hacking</b>                   | Unauthorised access to any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.  |
| <b>Heads of Cover</b>            | <p>Any of the following types of direct insurance cover</p> <ol style="list-style-type: none"> <li>(1) Buildings and completed structures</li> <li>(2) Other property</li> <li>(3) Business Interruption</li> <li>(4) Book Debts</li> </ol> <p>insured under this policy.</p>  |

|                         |   |
|-------------------------|---|
| <b>Hired in Plant</b>   | Plant, scaffolding, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within The Defined Territories including in transit other than by sea or air.  |
| <b>Indemnity Period</b> | The period during which Your Business results are affected due to the Damage, beginning with the date of the Damage and ending not later than the Maximum Indemnity Period.   |
| <b>Insured Event(s)</b> | <ul style="list-style-type: none"> <li>(1) fire</li> <li>(2) lightning</li> <li>(3) explosion</li> <li>(4) aircraft and other aerial devices or articles dropped from them</li> <li>(5) earthquake</li> <li>(6) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances</li> <li>(7) storm or flood</li> <li>(8) escape of water from any tank, apparatus or pipe</li> <li>(9) falling trees</li> <li>(10) impact</li> <li>(11) escape of fuel from any fixed oil heating installation</li> <li>(12) malicious persons other than thieves</li> <li>(13) theft or attempted theft</li> </ul>   |
| <b>Insured Person</b>   | <p><b>Applicable to all sections EXCEPT Property Owners Legal Protection Section.</b></p> <p>You or Your directors, partners or Employees aged between 16 and 75.</p>   |
| <b>Loss of Data</b>     | <p><b>Applicable to all Sections EXCEPT Employers' Liability and Public and Products Liability.</b></p> <p>Loss, destruction, alteration or loss of use of physical or electronic Data. <b>This includes, but is not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials</b></p> <p><b>Applicable to the Public and Products Liability Section.</b></p> <p>Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature, in whole or in part. <b>This includes but is not limited to Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.</b></p> |
| <b>Loss of Hearing</b>  | Total and permanent loss of hearing in one or both ears   |

|                                 |  |
|---------------------------------|--|
| <b>Loss of Limb</b>             | <p>In respect of</p> <ul style="list-style-type: none"> <li>(1) an arm <ul style="list-style-type: none"> <li>(a) physical severance of all four fingers</li> <li>or</li> <li>(b) total and permanent loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand)</li> </ul> </li> <li>and/or</li> <li>(2) a leg <ul style="list-style-type: none"> <li>(a) physical severance</li> <li>or</li> <li>(b) total and permanent loss of use of an entire leg at or above the talo-tibial joint (the ankle).</li> </ul> </li> </ul>                         |
| <b>Loss of Sight</b>            | <p>Includes total and permanent loss of sight which will be deemed to have occurred</p> <ul style="list-style-type: none"> <li>(1) in both eyes when the Insured Person's name has been added to the register of blind persons on the authority of a fully qualified ophthalmic surgeon specialist</li> <li>(2) in one eye when the degree of sight is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at three feet that which they should normally be able to see at 60 feet) and We are satisfied that the condition is permanent and without expectation of recovery.</li> </ul> |
| <b>Loss of Speech</b>           | Total and permanent loss of speech.  |
| <b>Maintenance Period</b>       | The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.  |
| <b>Maximum Indemnity Period</b> | The number of months stated in Your Schedule, unless otherwise stated within any cover item.   |
| <b>Medical Expenses</b>         | Ambulance charges or medical expenses incurred as an in patient in a hospital following Accidental Bodily Injury.  |
| <b>Money</b>                    | Current coins, bank and currency notes, postal and money orders, bankers' drafts, cheques and giro cheques, crossed warrants, bills of exchange and securities for money, postage, revenue, national insurance and holiday with pay stamps,) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions, credit company sales vouchers, luncheon vouchers, trading stamps and VAT invoices.   |

**Nuclear Installations**

Any installation of such class or description as may be prescribed by regulations made by the Secretary of State from time to time or any successor relevant authority, being an installation designed or adapted for

- (1) the production or use of atomic energy
- (2) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations, or
- (3) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

**Nuclear Reactor**

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

**Pollution or Contamination**

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination.

**Period of Insurance**

From the effective date until the expiry date shown in Your Schedule and any subsequent period for which We accept payment for renewal of this policy

**Permanent Total Disablement**

Permanent disablement (other than Loss of Hearing, Loss of Limb, Loss of Sight or Loss of Speech) which

- (1) wholly prevents the Insured Person from engaging in or giving attention to their usual occupation and
- (2) lasts without interruption for more than 12 months from the date of the incident and
- (3) in all probability will continue for the remainder of the Insured Person's life.

**Personal Injury**

- (1) Bodily Injury
- (2) Wrongful
  - (a) arrest, detention or imprisonment.
  - (b) eviction.
  - (c) accusation of shoplifting.

**Phishing**

Any access or attempted access to data or information made by means of misrepresentation or deception.

**Practical Completion**

Works which are completed or complete except for the prospective buyer's or tenant's choice of decorations or final fittings.

**Private Individual**

Any person other than a

- (1) company, association or partnership
- (2) trustee or body of trustees where insurance is arranged under the terms of a trust
- (3) person who owns Residential Property for the purpose of a business as a sole trader
- (4) person who owns Residential Property of which in excess of 20% is commercial occupied.

Where

- (a) (i) the Residential Property is occupied by a trustee or a sole trader as a private residence and
  - (ii) the property is not a block of flats
 each will be deemed to be a Private Individual in respect of that same property.
- (b) Two or more persons have arranged insurance on Residential Property in
  - (i) their several names and/or
  - (ii) the name of The Policyholder includes the name of a bank, building society or other financial institution for the purpose of noting their interest in the property insured
 such persons will be deemed to be a Private Individual in respect of that property.

**Products Supplied**

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported

by You or on Your behalf and which is no longer in the custody or control of The Insured

**Property**

Material property.

**Property Insured**

Property Insured as stated in Your Schedule.

**Unless specifically stated in Your Schedule, this does not include Computer and Electronic Equipment, negotiable instruments and specie, securities and bonds, jewellery, precious stones and metals, bullion, furs, curios and antiques, rare books, works of art, china, earthenware, marble or other fragile objects, documents, manuscripts, business books, computer systems records, explosives and hazardous substances, stock and materials in trade.**

**Stock and Materials in Trade**

Stock and Materials in Trade connected with Your Business which are owned by You or for which you are responsible.

**Temporary Partial Disablement**

Disablement which prevents the Insured Person from attending to a substantial part of their usual occupation.

**Temporary Total Disablement**

Disablement which entirely prevents the Insured Person from engaging in their usual occupation.

**Terrorism**

**Applicable only to the Public and Products and Employers' Liability sections**

- (1) Any act or acts including but not limited to the use or threat of force and/or violence and/or
  - (2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.

**The Defined Territories**

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

**The Insured(s)**

- (1) You
  - (2) Your personal representatives in respect of legal liability You incur
  - (3) At Your request, including the personal representatives of these persons
    - (a) any director, partner, or Employee of Yours
    - (b) the officers, committees and members of Your
      - (i) canteen, social, sports, educational and welfare organisations
      - (ii) first aid, fire, security and ambulance services
 in their respective capacities as such
    - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
    - (d) those who hire plant to You to the extent required by the hiring conditions
- for legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each insured party will be subject to the terms of this Section in so far as they apply.

The most We will pay will not exceed the Cover Limit regardless of the number of parties claiming to be insured.

**The Premises**

**Applicable to all Sections EXCEPT the Business Interruption Section.**

The contact address as stated in Your Schedule and statement of fact.

**Applicable to the Business Interruption Section.**

Any premises where You are conducting Your Business within The Defined Territories.

**The Territorial Limits**

**Applicable to Public and Products Liability section.**

Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.

**Applicable to Employers' Liability Section**

Anywhere in the world in connection with Your Business conducted by You from premises within The Defined Territories.

We will not provide cover in respect of Bodily Injury to any Employee engaged by You outside The Defined Territories for the purpose of work outside The Defined Territories

**The Works**

All works completed or to be completed by You or on Your behalf including all materials incorporated or to be incorporated, plant, tools, equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

**Treasury**

The Lords Commissioners of HM Treasury from time to time, or any successor relevant authority.

**Unattended Vehicle**

Any vehicle where neither You nor any person(s) authorised by You are able to keep the vehicle under observation and able to observe and reasonably prevent any attempt to interfere with it.

**Unoccupied**

- Any building or portion of a building that is
- (1) not physically occupied by You or Your Employees during Your normal working hours
- and/or
- (2) not used for the purposes of Your Business
- and/or
- (3) empty, vacant, disused, untenanted or unfurnished
- and/or
- (4) awaiting refurbishment, redevelopment, renovation or demolition for a period in excess of 45 consecutive days.

**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not. **This includes but is not limited to trojan horses, worms and logic bombs.**



|                                  |  |
|----------------------------------|--|
| <b>Weekly Wage</b>               | The average gross weekly wage normally paid to the Insured Person as a wage or salary for services (including commission or bonus payments) prior to all deductions paid in the 12 week period (or any shorter period if the Insured Person has been employed for less than 12 weeks) before the commencement of the period of Temporary Total Disablement or Temporary Partial Disablement. |
| <b>We/Us/Our</b>                 | Aviva Insurance Limited.   |
| <b>Works</b>                     | (1) Temporary or permanent Works completed or to be completed as part of any Contract and/or<br>(2) Materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by air.  |
| <b>Your Business</b>             | Activities directly connected with Your Business described in the statement of fact and specified in Your Schedule.  |
| <b>Your Plant</b>                | Plant, scaffolding, site huts and temporary buildings owned by You while anywhere within The Defined Territories including transit other than by sea or air.   |
| <b>Your Premises</b>             | <b>Applicable to all Sections EXCEPT the Business Interruption Section</b><br>Your contact address as specified in Your Schedule and statement of fact.<br><b>Applicable to the Business Interruption Section</b><br>Any Premises where You are conducting Your Business within The Defined Territories.   |
| <b>Your Schedule</b>             | The document which specifies details of The Policyholder, Your Premises, Property Insured, sums insured, Cover Limit and your obligations, Conditions, Excesses and Endorsements applying to the policy.   |
| <b>You/Your/The Policyholder</b> | The person(s), company(ies), partnership(s) or unincorporated association(s) named in Your Schedule as The Policyholder.   |



## Complaints Procedure

### Our promise of service

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

### What to do if You are unhappy

If You are unhappy with any aspect of the handling of Your insurance We would encourage You, in the first instance, to seek resolution by contacting Your insurance adviser or usual Aviva point of contact

### What will happen if You complain to Aviva:

If We are unable to resolve Your concerns quickly, We will:

- Acknowledge Your complaint promptly.
- Assign a dedicated complaint expert who will review Your complaint.
- Carry out a thorough and impartial investigation.
- Keep you updated of the progress.
- Do everything We can to resolve things as quickly as possible.
- Provide a response within eight weeks of receiving Your complaint, this will inform You of the results of Our investigation or explain why this isn't possible.

Where We have been unable to resolve Your concerns or been unable to resolve Your complaint within eight weeks, You may be able to ask the Financial Ombudsman Service to carry out an independent review. Whilst We are bound by their decision, You are not. Contacting them will not affect Your legal rights.

You can contact the Financial Ombudsman Service by telephone on 0800 023 4567. You can also visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) where You will find further information.



**Aviva Insurance Limited.**

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