

Contractors All Risks



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Welcome to Jensten Underwriting (Commercial) Limited

Welcome to **Your** new Contractors' All Risk policy exclusively arranged via Jensten Underwriting (Commercial) Limited and provided by Accelerant Insurance UK Limited.

Your Insurers

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at:
One Fleet Place,
London,
England,
EC4M 7WS.

Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

Several Liability Notice

The liability of the **insurers** is several and not joint and is limited solely to the extent of their individual subscriptions. The **insurers** are not responsible for the subscription of any co-subscribing insurers or any other insurers or co-insurer who for any reason does not satisfy all or part of its obligations

Coverholder who has arranged your cover

Your policy has been arranged through Jensten Underwriting Commercial Limited, who is a limited company registered in England under company number 2381990.

The registered office of Jensten Underwriting Commercial Limited is Unit 5, Vantage Business Park, Washingley Road, Huntingdon PE29 6SR.

Jensten Underwriting Commercial Limited is authorised and regulated by the Financial Conduct Authority and their details may be found on the Financial Services Register at <https://register.fca.org.uk/>

Understanding your policy

This policy is designed to provide cover for;

- Employers Liability
- Public Liability
- **Products** Liability
- Tools
- Goods in Transit
- **Contract Works**
- Own Plant
- Hire in Plant

You can check the cover **You** have purchased by looking at **Your schedule**. This document, the statement of fact, **schedule** and any **Endorsement(s)** will form the contract between **You** as the **Insured** and **Us, Your Insurers**, subject to the terms and conditions set out in this document. The headings used in this policy are for ease of reference and identification purposes only.

Words and phrases in bold have been given specific meanings and can be found in the definitions section.

Please read the policy documentation in full. **You** should keep this policy in a safe place.

It is important that:

- **You** check that the sections **You** have requested are included in **your schedule**;
- **You** check that the information **You** have given **Us** is accurate (see 'Information **you** have given **us**');)
- **You** understand what each section covers and does not cover;
- **You** understand **Your** duties under each section and under the policy as a whole.

You should contact **Your** broker as soon as possible if this policy is not correct or if **you** have any questions relating to this insurance.

Introduction

This introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any endorsements all form part of this policy.

In return for the payment of premium stated in the **schedule**, **we** agree to insure **You** in respect of a valid claim under this policy as more fully defined in Sections 1 – 3 (as applicable), and as stated in the **schedule**, subject to this introduction, the customer service information, the general definitions, general conditions, general exclusions, sections, section extensions, the **schedule** and any endorsements.

This policy should be kept in a safe place. **You** may need to refer to it if **you** have to make a claim. It is recommended that **you** retain details of **your** Employers' Liability policy for at least 40 years.

Wherever words appear in **bold** in this policy they will have the meaning shown in the general definitions on page 6 or as otherwise stated in any particular section or the **schedule**.

IMPORTANT REMINDER

It is important that:

- **You** check that the information **You** have given **Us** is accurate and up to date – See the Customer Service Information section for more details
- **You** must read and understand the policy
- **You** comply with **Your** duties under each section and under the policy as a whole
- **You** check that the sections **You** have requested are included in the **schedule**

If **You** are uncertain regarding **Your** responsibilities and how they relate to this policy, **You** should contact **Your** insurance broker in the first instance. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau or seek independent legal advice from a solicitor.

Number of persons working in the **Business** – a part of the premium charged for this policy is based on the total number of persons working in the **Business**, as declared to **Us** by **You**. If the number of workers increases beyond the number shown on the **schedule** during the period of insurance, **You** must notify **Us** within 30 days of such increase or by the renewal date whichever is the earlier.

If part-time workers are used, it is the number of persons that must be declared to **Us**, not their full-time equivalents.

Customer service information

Important information about how we will deal with claims under this policy and the information you have given us. Please read this carefully.

Information You have given Us

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information, it can adversely affect **Your** policy and any claim.

For example:

- where **We** could have accepted the risk and offered **You** a policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was GBP 250 and the higher premium **We** would have charged was GBP 1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim;

- **We** may treat this policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented;
- if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made;
- **We** may cancel **Your** policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed; or
- amend the terms of **Your** policy; or
- reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete, **You** must inform **Us** without delay.

Cancelling this insurance

Your right to cancel. **You** have a statutory right to cancel **Your** policy within 14 days from the day of purchase or renewal or from the day **You** receive **Your** policy, whichever is the later. This is known as the 'cooling off' period. If **You** decide that **You** do not wish to accept the policy, please notify **Your** broker. Subject to no claims being made or notified, **We** will refund the full premium. The policy will be treated as not being taken up and it will be cancelled from inception.

After the cooling off period has expired **You** can cancel this insurance at any time by notifying **Your** broker.

We can cancel this insurance by giving **You** 14 days' notice in writing by recorded delivery to **Your** last known address. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request.

Refund of premium

If **You** do not exercise **Your** right of cancellation within the initial 14 day period, this insurance will automatically come into force from the inception date specified in the **Schedule** and **You** will be liable to pay the full premium. Following the expiry of the initial 14 day period, this insurance may be cancelled at any time at **Your** written request. **We** reserve the right not to allow a return of premium.

If **You** exercise **Your** right to cancel this insurance and **You** have made a claim hereunder then no refund of premium will be allowed.

Claims notification

All Sections

You must comply with the following conditions. If **You** fail to do so, **We** may not pay **Your** claim, or any payment could be reduced;

1. If **You** need to make a claim, or when **You** become aware of an **event** that may lead to a claim, **You** must contact **Us** as soon as practicable by any of the means shown below.

Please have **Your** policy number available to enable **Us** to locate **Your** policy.

- Telephone: 0800 9170168
- Email: jenstenclaims@uk.sedgwick.com
- Post: Sedgwick International UK,
Rawdon Court,
20 Leeds Road,
Rawdon,
LS19 6AX

2. **You** must contact **Us** immediately, if;
 - **You** receive a letter of claim, court order, summons or other legal document served upon **You**.
 - **You** become aware of any prosecution, inquest or fatal accident inquiry or dispute which is referred to adjudication, or court proceedings in connection with any potential claim under this policy.
3. **You** must immediately inform the police of any loss or **Damage** that has been caused by malicious persons, thieves, rioters, strikers or vandals.

Things **You** must do;

1. **You** must take practical steps to prevent further loss or **Damage**, recover any contents lost and otherwise minimise the claim.
 2. provide **Us** with full details of any **injury**, loss or **Damage**, bills, receipts and with any other information **We** may require.
 3. as often as **We** reasonably require:
 - a) provide **Us** with records and **Documents We** request; and
 - b) submit to separate examination under oath;
 4. provide **Us** with all reasonable assistance to defend and settle claims
 5. never accept, negotiate, pay, settle, admit or repudiate any claim without first telling **Us**
 6. allow **Us** or **Our** representative access to the property or to take possession of, or request delivery to **Us** of anything **insured**
 7. never abandon any property to **Us**
- It is **Your** responsibility to prove any loss. **We** will not make any payment unless **You** provide **Us** with the appropriate documentation to support **Your** claim.

4. Defence of claims

We may, at **Our** discretion:

- a) take full responsibility for conducting, defending or settling any claim in **Your** name; and
- b) take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

Fraudulent claims

1. If **You** make a fraudulent claim under this policy, **We**:
 - a) are not liable to pay the claim; and
 - b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
 - c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.
2. If **We** exercise **Our** right under clause 1 c) above:
 - a) **We** shall not be liable to **You** in respect of a relevant **event** occurring after the time of the fraudulent act. A relevant **event** is whatever gives rise to **Our** liability under this policy (such as the **Occurrence** of a loss, the making of a claim, or the notification of a potential claim); and
 - b) **We** need not return any of the premiums paid.

Your Personal information

All Sections

This insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). **We** collect and use relevant information about individual insureds to provide **You** with this insurance cover and to meet **Our** legal obligations.

This information includes individual insureds' details such as their name and address and may include more sensitive details such as information about their health and criminal convictions. If **We** need any sensitive details from **You** or any individual insureds, **We** will ask for consent first. Jensten Underwriting (Commercial) Limited process individual insureds' details, as well as any other personal information **You** provide in respect of this insurance cover, in accordance with **Our** full privacy notices, copies of which are available online at www.jensten.co.uk or on request.

Information notices

To enable **Us** to use individual insureds' details in accordance with current data protection laws, **You** have provided those individuals with certain information about how Jensten Underwriting (Commercial) Limited will use their details in connection with this insurance cover.

You have agreed to provide each individual **Insured Our** Short Form Information set out below on or before the date that the individual becomes an individual insured under this insurance cover or, if earlier, the date **You** first provide information about the individual to **Us**. **We** will assume that **You** have provided this notice to each individual **Insured** unless **You** tell **Us** otherwise.

Minimisation and notification

We are committed to using only the personal information **We** need to provide **You** with this insurance cover. To help **Us** achieve this, **You** should only provide to **Us** information about individual insureds that **We** ask for from time to time.

You must notify Jensten Underwriting (Commercial) Limited if an individual insured contacts **You** about how **We** use their personal data in relation to this insurance cover so that **We** can deal with their queries.

Short form information

Personal information

The basics

You benefit from this insurance cover. **We** collect and use relevant information about **You** to provide the insurance cover and to meet **Our** legal obligations. This information includes details such as **Your** name and address and may include more sensitive details such as information about **Your** health and criminal convictions **You** may have. If **We** need any sensitive details from **You**, **We** will ask for consent first. The way insurance works means that **Your** information may be shared with and used by a number of third parties in the insurance sector – but only in connection with the insurance cover from which **You** benefit.

Want more details?

For more information about how **Your** personal information is used, please see the full Jensten Underwriting (Commercial) Limited privacy notice, copies of which are available online at www.jensten.co.uk, or on request.

Contacting Us and Your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. Please contact Jensten Underwriting (Commercial) Limited

Jensten Underwriting (Commercial) Limited
Vantage Park,
Washingley Road,
Huntingdon,
PE29 6SR
Email: info@jensten.co.uk
Tel: 08003 081 081

Headings

The section headings used in this policy are for reference purposes only and shall not affect the meaning or interpretation of this policy.

Enquiries

If **You** have a general enquiry regarding **Your** policy please contact the broker who **You** took this policy out through.

Things You must do

There are conditions contained in this policy that are conditions precedent to **Our** liability, please refer to General Exclusions on pages 24 - 25 of this policy. If **You** breach any of these conditions precedent **We** may deny **Your** claim, or reduce the amount **We** pay **You**.

How to complain

We aim to provide a first class service to all of **Our** Policyholders, however occasionally complaints may arise which will usually be resolved quickly and efficiently to **Our** Policyholders' satisfaction.

You may need to contact the broker/agent who arranged the Insurance for **You**.

Should **You** wish to make a complaint in relation to **Your** policy or the service provided, **You** can do so at any time by contacting:

Contact Centre Manager,
Jensten Underwriting (Commercial) Limited,
Unit 5 Vantage Park,
Washingley Road,
Huntingdon,
PE29 6SR
Email: info@jensten.co.uk
Tel: 08003 081 081

Should **You** wish to make a complaint in relation to **Your** claim, **You** can do so at any time by contacting:

Sedgwick International UK,
Rawdon Court,
20 Leeds Road,
Rawdon,
LS19 6AX
Email: jenstenclaims@uk.sedgwick.com
Tel: 0800 9170168

Should **You** remain dissatisfied with the way in which **Your** complaint has been handled, or **You** have not received a final response in relation to **Your** complaint within eight (8) weeks, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free and impartial service for settling disputes between consumers and businesses providing financial services.

You can find out more information about the Financial Ombudsman Service by visiting their website at www.financial-ombudsman.org.uk.

You can contact the Financial Ombudsman Service in one of the following ways:

In writing:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

By phone: 0800 023 4567

By email: Complaint.info@financial-ombudsman.org.uk

Please note that **You** will need to refer **Your** complaint to the Financial Ombudsman Service within six (6) months of receiving **Our** final response.

Financial Services Compensation Scheme (FSCS) Clause

Accelerant Insurance UK Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Financial Services Compensation Scheme in the unlikely event that Accelerant Insurance UK Limited is unable to meet its obligations to **You** under **Your** policy. This will depend on the type of insurance and the circumstances of the claim. The service provided by the Financial Services Compensation Scheme is free and impartial.

You can find out more information about the Financial Services Compensation Scheme by visiting their website at www.fscs.org.

General Definitions

The following definitions apply to all sections of the policy unless an alternative definition for any of the terms below is provided for within a specific section, in which case that definition shall apply.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions section of the policy.

Asbestos

Means **Asbestos**, **Asbestos** fibres, **Asbestos** dust or **Asbestos** containing materials.

Act of Terrorism

means
an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear."

Breakdown

means the actual failure, distortion, breaking or burning out of any part of a machine or computer whilst in use caused solely by either mechanical or electrical defects in the internal components or failure or fluctuation of the electricity supply, in either case resulting in sudden stoppage of the functions of the machine or computer and necessitating repair or replacement of components before it can resume working.

Business

Your Business as stated in the **Schedule**.

Communicable Disease

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

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

Computer Equipment

means all desktops, laptops, tablets, servers, data storage devices, networking equipment or on-site back up facilities, and manufacturer installed software.

Computer System

means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **You** or any other party at the **Premises** or elsewhere.

Contract Works

means work executed or to be executed under a contract for the alteration, extension, renovation or improvement of any buildings or property

Damage

physical loss or destruction or **Damage**

Defence Costs

means
the reasonable and necessary costs and expenses which **You** incur for:
a) the investigation, adjustment, defence or settlement of a claim which is insured by a section of the policy;
b) legal representation at a Coroner's Court or Fatal Accident Inquiry in respect of death which could give rise to a claim under the policy; and
c) attendance at court as a witness at our request, payable at the following rates per day on which attendance is required:
i) director or partner – GBP500;

or

- ii) other insured party – GBP250 excluding costs and expenses which:
a) are recoverable from **You** by any claimant or investigating or prosecuting authority;
b) are contributed to by the deliberate act or omission of **You** or an **Employee**;
c) relate to improvement or prohibition notices, remedial or publicity orders or steps required to be taken by such orders;
d) relate to attendance or representation at a public inquiry; or
e) are covered wholly or partly by another insurance policy.

If **You** appoint a firm of solicitors other than a panel firm, **Our** liability for defence costs will not exceed the legal costs sub-limit of indemnity specified in the **Schedule**.

Defined Peril

means fire, lightning, explosion, **Earthquake**, aircraft or other aerial device or satellite or missile or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, **Flood**, **Storm**, escape of water or oil from any tank or pipe, sprinkler leakage, theft or impact by any vehicle or animal.

Documents

means **Your** hard copy **Documents** only, manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information they contain.

Earthquake

means earth movement, including landslide, mudflow, tsunami, volcanic eruption, earth sinking, earth rising or shifting, including collapse, cracking or shifting of buildings, structures or their parts, as a direct and immediate result of a sudden release of energy in the earth's crust creating seismic waves and including **Damage** resulting directly from **Earthquake**.

Electronic Data

means facts, concepts, and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Employee

- a) any person under a contract of service or apprenticeship with **You**
- b) any labour master or labour only subcontractor or person supplied or employed by them
- c) any self-employed person
- d) any person hired to or borrowed by **You**
- e) any person engaged under a work experience, youth training or similar scheme
- f) any officer, member or voluntary helper of the organisations or services stated in the **Business**;
- g) any outworker or homemaker
- h) persons a court in the **United Kingdom**, Channel Islands or Isle of Man deems to be an **Employee**.

Under **Your** control and supervision while working for **You** in connection with **Your Business**. This definition shall not include any bona fide sub-contractor.

End Product

means tangible property (not being **Your Product**) into which **Your Product** is physically incorporated

Endorsement(s)

the document(s) detailing modifications made to the cover provided under this insurance and/or the Section(s) thereof.

Excess

the amount that will be deducted from each and every loss or series of losses arising out of any one event or **Occurrence** likely to give rise to a claim hereunder (after the application of all other terms, exclusions and conditions of the applicable Section) as stated on the **Schedule**

Financial Loss

means an economic loss which is not caused by **Personal Injury** or **Damage**.

Flood

means the escape of water from its normal, natural or artificial confines (other than tanks, apparatus or pipes) or inundation from the sea, including run-off of water or flash flooding during or after a **Storm**; rising water, surface water or waves; tidal waves or tidal water (but not tsunami); overflow of streams, rivers lakes, ponds, or other bodies of water; spray from any of the foregoing; all whether driven by wind or not.

GDPR

means the General Data Protection Regulation 2016/679 and UK General Data Protection Regulation.

Group Company

means any corporate body which is **Your** holding company, associated company, joint venture or subsidiary company and any other corporate body which is a subsidiary of that holding company.

Hired-in plant and equipment

means:

- a) temporary buildings and caravans; and
- b) constructional plant, tools and equipment; supplied to **You** and for which **You** are responsible under the terms of a hiring agreement while anywhere within the territorial limits including while in transit.

Insured/You/Your

means the person or corporate body or organisation detailed in the **Schedule**.

Insurer/Our/Us/We

Jensten Underwriting Commercial Limited and provided by Accelerant Insurance UK Limited and any other insurers as stated in the relevant sections of the policy.

Legal Costs

means **Legal Costs**, charges, fees, expenses and advances in respect of the same (other than salaries, commissions, expenses or other benefits of insureds).

Legionella

means any discharge release or escape of **Legionella** bacteria from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Limit of Indemnity

Means the sum stated on the **schedule** as the maximum amount for which **we** will indemnify **you** under a section of the policy.

Money

means both **Negotiable Money** and **Non-Negotiable Money**.

Negotiable Money

means cash, bank and currency notes, uncrossed cheques or orders, or cash/sales/debit vouchers for use by **You** or any of **Your** partners, directors or employees in connection with **Your Business**, all belonging to **You** or for which **You** have accepted responsibility.

Non-Negotiable Money

means crossed warrants or cheques or other **Money** orders/drafts/bonds or invoices, all belonging to **You** or for which **You** have accepted responsibility.

Nuclear Hazards

means:

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- c) any weapon or device employing nuclear fission or fusion or other similar reaction or radioactive force or matter, or any combination of these; and
- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or industrial purposes in accordance with all applicable laws and regulations governing such matters.

Occurrence

For Section 2 (Public, Products and Pollution Liability) and Section 3 (Employers' Liability) '**Occurrence**' means an accident, including continuous and repeated exposure to substantially the same general harmful conditions, which gives rise to liability insured by a section of the policy.

All accidents attributable to one original source or cause will be considered as a single **Occurrence**.

For Section 1 ('Contractors all risk', Plant and **Employees Effects**) sections '**Occurrence**' means a single loss or series of losses directly or indirectly caused by, arising out of or in connection with a single event or a single original cause.

In respect Section 1 ('Contractors all risk', Plant and **Employees Effects**) section only, any **Damage** to the property insured arising on any contract site during any one period of seventy two (72) consecutive hours within the **Period of Insurance** caused by **Earthquake Storm** tempest or **Flood** will be deemed to constitute one **Occurrence**. The commencement of any such period will be decided by the **Insured**. It being agreed that there will be no overlapping of any two or more such periods.

Other Insured Party(ies)

means any of the following:

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

Period of Insurance

means

the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.

Personal Injury

means:

- a) physical or mental injury including death, illness, disease, mental anguish or shock but not defamation
- b) death and resulting losses which become payable under the Fatal Accidents Act 1976 and the Damages (Scotland) Act 2011;
- c) physical illness and disease; and
- d) medically diagnosed psychiatric condition which is caused by an **Occurrence**.

Pollution or Contamination

- a) pollution or contamination of buildings or structures or of water or land or the atmosphere
and
- b) all loss, **Damage** to Property or **Personal Injury** directly or indirectly caused by or arising from such pollution or contamination.

Preventative Costs

means costs which **You** necessarily and reasonably incur to avoid or mitigate the impact of an imminent threat of pollution which is likely to give rise to a claim under the policy.

Premises

means the location specified on the **Schedule** up to the boundaries legally occupied or owned by **You**.

Principal

any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.

Product

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

The term '**Product**' excludes property rented to or located for use by third parties.

Retroactive Date

means the date specified in the **Schedule** for any section. The policy does not respond to any claims caused by an **Occurrence** commencing prior to this date.

RIDDOR

means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

Schedule

the document stating the operative Section(s) **You** have chosen, the Period of Insurance, details of **Your Business**, the Limit(s) of Liability or Sum(s) Insured and/or total **Sum Insured**.

Storm

Means rainstorm, windstorm, hurricane, tornado, tempest, cyclone and typhoon but not including **Flood** and **Earthquake**.

Subsidiary Company

means any company being subsidiary to **You** within the meaning of the Companies Act 2006.

Sum Insured

means the maximum for which **We** will indemnify **You** under this policy in respect of all claims during the **Period of Insurance** for the item of property insured or section of the policy against which the sum insured is stated in the **Schedule**.

Where property insured has a declared value then the sum insured will be the declared value plus the additional uplift as provided in the **Schedule**.

Territorial Limits

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and any direct transit between these territories.

Transit

means being carried to its destination (other than by sea or air), by any transport vehicle including during loading and unloading, and whilst in temporary storage in the course of being carried to its destination.

Unmanned Aerial Vehicle

means unmanned aerial systems (or any part thereof) and radio-controlled helicopters.

Unoccupied

means any building that is owned or used by **You** in the course of the business and has become vacant, disused or unfurnished and empty for a period in excess of thirty (30) days.

War

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

Work away

means work, operations, installation or services performed by **You** or on **Your** behalf outside the boundary of any **Premises** owned or occupied by **You**.

Works

means all work executed or to be executed under a contract.

Section 1 – Contractors' All Risk, Plant and Employees Effects

Contract Works Cover

This cover will apply only if the **Schedule** specifies that it is 'insured'. We will indemnify **You** for **Damage** to the **Contract Works** (including any **Free Issue Materials**) anywhere in the territorial limits occurring and during the **Period of Insurance** in respect of the following:

- a) while in transit to and from the contract site including incidental storage for up to fourteen (14) days;
- b) at or adjacent to a contract site until:
 - i) the issue of a certificate of completion or taking over certificate;
 - ii) the completion of construction; or
 - iii) until taken into use,
 whichever is the earlier and for a further fourteen (14) days where the contractor is required to insure under the terms of the contract;
- c) during the maintenance or defects liability period:
 - i) from a defect originating prior to the commencement of this period; or
 - ii) caused by the contractor in the course of any operations they carry out at the contract site for the purpose of remedying any defects in the **Contract Works** or otherwise fulfilling the maintenance obligations under the terms of the contract.
 Provided that c) above:
 - i) shall not exceed twenty four (24) months from the issue of a certificate of completion or taking over certificate, or completion of construction, or being taken into use whichever is the earlier; and
 - ii) applies to the extent that the contractor is responsible under the terms of the contract.

Hired Plant and Equipment

We will cover **You** for **Your** legal liability under the terms of any hiring agreement or otherwise to pay:

- a) compensation for **Damage** to **Hired-in Plant and Equipment** whilst in **Your** custody or control anywhere within the territorial limits and whilst in transit occurring during the period of insurance;
- b) continuing hire charges as a result of **Damage** to **Hired-in Plant and Equipment** for which **You** are responsible under their hiring agreement and as a result of **Damage** insured by a) above.

We will not cover **You** for:

- i) hire charges for the first two (2) full working days the plant is out of use; and
- ii) continuing hire charges exceeding a period of ninety (90) days (after the expiry of the first two (2) working days).

Employees Effects and Tools Cover

Damage to **Employees Effects** and tools while on the contract site anywhere within the territorial limits occurring during the period of insurance.

This extension applies only if the **Schedule** specifies that it is 'insured'.

This extension will be subject to a maximum **Limit of Indemnity** of GBP 1,500 per **Employee**.

Contractors' All Risk, Plant and Employees Effects Definitions

In addition to the defined terms contained in the 'General Definitions', the following definitions apply only to this section. These definitions replace any equivalent definition contained in the 'General Definitions'

Commissioning

means operational **Testing** commencing either with the introduction into the **Contract Works** of feedstock or raw materials, or when supply to a system commences, or the application of a load.

Estimated contract value

means the awarded value of the **Contract Works** including the value of **Free Issue Materials** and all other costs associated with the completion of the contract.

Existing structure

means property which existed on the contract site prior to the commencement of the **Contract Works**.

Free issue materials

means materials or other goods for incorporation into the **Works** supplied by the **Principal** or his agent and for which **You** are responsible under the terms of the contract but not including property more specifically insured. Provided that the total value of all such **Free Issue Materials** is included in any declaration made to **Us** and the **Estimated Contract Value**.

Property Insured:

Means:

- a) the **Works** whether permanent or temporary, materials incorporated or for incorporation therein, other than Property **Insured** by item b) below, being **Your** property or property for which **You** are responsible including all transits in respect of any contract or work undertaken whether such contract or work was commenced during the **Period of Insurance** or otherwise, referred to herein as the "**Contract Works**";
- b) contractors' plant, tools and equipment demountable and temporary buildings and/or caravans and/or other items of a like nature and materials and/or stores and/or any other property of whatsoever nature used or intended for use in connection with any **Contract Works** being undertaken by **You** and insured under this Policy all being **Your** Property or hired by **You** under the Contractors Plant Association conditions or conditions no more onerous including transit by road rail or inland waterways, referred to herein as "Plant, Tools and Equipment";
- c) Employees' effects for which **You** are responsible whilst on any site or for which **You** are responsible under the terms of any joint working agreement, referred to herein as "Employees' Effects".

Offshore

means in the open sea, or on the sea-bed and not firmly connected to land or the coast and only accessible by ship, boat, barge or helicopter. **Offshore** does not mean **Works** that are firmly connected to land or the coast and extend into the open sea such as terminals, outfalls or pipelines suspended above the sea on jetties.

Reinstatement

- a) in respect of insured '**Contract Works**' and insured extension '**Employees Effects** and tools' the replacement by similar property, repair or restoration to a condition equal to but not better or more extensive than its condition when new.
- b) in respect of insured 'Owned Plant and Equipment' and insured '**Technology Plant and Equipment**' section:
 - i) where property up to 24 months old is lost, destroyed or damaged, its replacement by similar property, repair or restoration in a condition equal to but not better or more extensive than its condition when new; and
 - ii) where property over 24 months old is lost, destroyed or damaged, its replacement by similar property, repair or restoration will not exceed the market value of the property at the time of loss.

Robotic and digitally controlled plant and equipment means constructional plant, tools and equipment fitted with electronic controls to operate or monitor the machinery autonomously or remotely or by other digital means.

Technology plant and equipment

means electronic equipment and robotic and digitally controlled plant and equipment along with their associated software and programs.

Testing

means the application of power or driving force to an item of machinery forming part of the **Contract Works** prior to the introduction of feedstock or raw materials or the application of a load.

Section 1 - Contractors' All Risk Plant and Employees Effects Extensions

Architects', surveyors' and other fees

the reasonable and necessary costs that **You** incur with professional advisors, including:

- a) architects, surveyors' and consulting engineers' fees; and
- b) other fees, in the **Reinstatement** of the **Contract Works** following **Damage** to the Property **Insured** for which liability has been admitted under this policy.

If no sub-limit of indemnity is shown in the **Schedule**, this extension will be subject to a sub-limit of indemnity equivalent to fifteen percent (15%) of the **Estimated Contract Value per Occurrence**.

Additional costs of construction

the additional costs of construction that **You** incur in respect of the unbuilt or incomplete parts of any undamaged permanent **Contract Works**, as a result of delay in completion of the contract or part of the contract solely due to **Damage** to the permanent **Contract Works**, for which liability has been admitted under this policy.

Provided that such additional costs solely relates to the effect of inflation on the cost of materials, usage of plant and labour.

We will not cover **You** for:

- a) any costs which would have been incurred irrespective of whether the **Damage** had occurred;
- b) any costs incurred solely to expedite the completion of the permanent **Contract Works** or to have the permanent **Contract Works** completed at an earlier date than would have been obtained had no such **Damage** occurred;
- c) any increased costs incurred in redesigning the permanent **Contract Works** or any increased costs as a result of such redesigning;
- d) additional costs of reconstruction resulting from delay due to **Your** inability to provide funds sufficient for the repair or replacement of the property suffering **Damage**;
- e) additional insurance premiums;
- f) head office management expenses or overheads of any kind whatsoever;
- g) contractors' plant and labour idle time costs;
- h) additional finance charges or legal expenses;
- i) costs arising from or in respect of any other consequential losses not specifically provided for herein; or
- j) costs incurred which are specified elsewhere in this policy.

If no sub-limit of indemnity is shown in the **Schedule**, this extension will be subject to a sub-limit of indemnity equivalent to ten percent (10%) of the original cost of construction or GBP 1,000,000 whichever is the lesser, per **Occurrence**.

The **Excess** applicable to this extension shall be the first twenty percent (20%) of each and every claim subject to a minimum contribution of GBP 25,000.

Additional property

new items of owned plant and equipment purchased by **You** during the **Period Of Insurance**.

Provided that:

- a) the owned plant and equipment **Sum Insured** stated in the **Schedule** will not increase by more than fifteen percent (15%); and
- b) there will be no increase in the **Limit of Indemnity** for any one item stated in the **Schedule**.

Continuing Hire Charges

Cover under this Section is extended to indemnify **You** in respect of **Your** legal liability for the payment of hiring charges in respect of plant hired in by **You** under Contractors Plant Association and/or British Crane Hire Corporation Conditions of Hire or conditions imposing similar liability whilst such plant is out of use following **Damage** for which cover is provided by this Section (or which would be provided hereunder but for the application of an **Excess** clause).

We will not be liable under this extension for:

- a) hire charges for the first two (2) full working days the plant is out of use; and
- b) continuing hire charges exceeding a period of ninety (90) days (after the expiry of the first two (2) working days).

Debris Removal

Costs and expenses necessarily incurred in respect of removal of debris, dismantling, demolition (including off site storage), shoring, propping and clearance of drains and sewers following loss or **Damage** insured up to 10% of the amount of the loss.

European Union and Public Authorities Requirements

We will indemnify **You** for such additional costs of **Reinstatement** of the **Works** as may be incurred with **Our** prior written consent in complying with the stipulations of European Union legislation or building or other regulations under or framed in pursuance of any Act of Parliament or bye-laws of any public authority first imposed upon **You** following **Damage** provided that the **Reinstatement** is completed within twelve months of the **Occurrence** of the **Damage** or within such further time as **We** may in writing allow.

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

- a) requirements relating to any undamaged part of the **Works** other than foundations (unless foundations are specifically excluded from this Section);
- b) any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to.

Expediting Expenses

In the event of **Damage** to items a) **Contract Works** and b) Plant, Tools and Equipment, the cost of repair **Reinstatement** or replacement admitted under this Section shall, subject to **Our** consent, include the additional costs of overtime, weekend shift working, plant hire charges, express delivery (including air freight) necessarily and reasonably incurred in expediting repair **Reinstatement** or replacement of such **Damage** (but excluding any such costs to expedite the completion of any construction erection or installation of Property not Damaged) provided that **Our** liability shall not exceed GBP 50,000 in respect of each and every loss or series of losses arising out of one originating cause.

Lifted goods

Damage to goods in **Your** care custody or control caused by accidental external impact due to **Your** negligence whilst being handled or lifted by any item of owned plant and equipment or **Hired-in Plant and Equipment** insured by this section.

We will not indemnify **You** for **Damage** to goods more specifically insured under any other policy of insurance.

this extension will be subject to a **Limit of Indemnity** of GBP 15,000 per **Occurrence**.

Loss of fuel

The reasonable and necessary costs **You** incur in replacing lost fuel contained within any fuel bowser that suffers **Damage** that is insured by this section. subject to a **Limit of Indemnity** of GBP 5,000 any one **Occurrence**.

Own surrounding property

Damage to property belonging to **You** or in **Your** care custody or control caused by accidental external impact with any item of owned plant and equipment or **Hired-in Plant and Equipment** insured by this section.

We will not indemnify **You** for **Damage** to property more specifically insured under any other policy of insurance.

Subject to a **Limit of Indemnity** of GBP 5,000 any one **Occurrence**.

Maintenance

Where required by the contract governing the **Contract Works**, **Damage**:

- a) occurring during the maintenance period (not exceeding twenty-four months unless otherwise agreed) from a cause arising before the issue of a certificate of practical completion; and
- b) occasioned by **You** in the course of fulfilling **Your** obligations during the maintenance period as required by the terms of the contract.

Negligent Breakdown

We will indemnify **You** in respect of liability assumed under Clause 9d) of the Model Conditions for the Hiring of Plant of the Construction Plant-Hire Association or any similar liability assumed under the Scottish Plant Owners Association Conditions or other Conditions no more onerous than these.

Offsite Storage

We will indemnify **You** in respect of **Damage** to finished materials or goods designated for and awaiting incorporation into specific **Contract Works** while such goods are temporarily held In-store away from the contract site but not while such materials or goods are being worked upon subject to a twenty five percent (25%) of the **Estimated Contract Value** or GBP 250,000 whichever is less per **Occurrence**.

Plans

The **Contract Works** shall be deemed to include plans and specifications or other contract documentation of the **Works** or temporary **Works** but only for the cost of reproducing such plans specifications and documentation up to maximum limit of GBP 10,000.

Principals

Where requested by **You**, any of **Your Principals**, but only to the extent that liability arises solely out of the work performed for the **Principal** by or on **Your** behalf and provided that:

- a) the **Principal** will, as though he were **You**, observe, fulfil and be subject to the terms and conditions of this policy in so far as they can apply; and
- b) **Our** liability under this clause shall in no way operate to increase the **Limit of Indemnity**.

Professional Fees

This Section includes architects', surveyors', consulting engineers' and other professional fees necessarily incurred in connection with the **Reinstatement** of the Property **Insured**. Provided that:

- a) such fees shall not exceed those authorised under the scale of the appropriate professional body or institute regulating such charges subject to a maximum of 15% of the **Estimated Contract Value** or GBP 250,000 whichever is the less;
- b) **We** will not provide indemnity against any fees incurred in preparing or pursuing any claim.

Recovery of immobilised plant

the reasonable and necessary costs **You** incur in the recovery of any owned plant and equipment or **Hired-in Plant and Equipment** indemnified under clauses 'Owned Plant and Equipment' or 'Hired-In Plant and Equipment' of this section, which becomes unintentionally and accidentally immobilised during normal operation, provided that the costs do not exceed the sum that would otherwise have been payable under the terms of this section had such costs not been incurred.

We will not indemnify **You** for:

- a) the cost of rectifying electrical or mechanical **Breakdown** or derangement in order to effect the recovery of such owned plant and equipment or **Hired-in Plant and Equipment**; or
- b) liability in respect of any owned plant and equipment or **Hired-in Plant and Equipment** situated underground or situated in or under water.

Show property

Damage to any property used as a show home for which **You** are responsible on the contract site until the date such property is sold or let. Subject to a sub-limit of indemnity of GBP 250,000, per **Occurrence**.

Show property contents

Damage to the contents of any show home for which **You** are responsible on the contract site until the date such property is sold or let. Subject to a sub-limit of indemnity of GBP 50,000, per **Occurrence**

Speculative development

Damage to any speculative development which is completed but unsold for a period not exceeding six (6) months from the date of practical completion. Property **Insured** under this extension, shall be deemed '**Damage to Contract Works**' for the purposes of the other extensions to **Contract Works** within this sub-section such that indemnity will be available under those extensions, notwithstanding the absence of **Damage to Contract Works**. If no sub-limit of indemnity is shown in the **Schedule**, this extension will be subject to a sub-limit of indemnity of GBP 500,000, per **Occurrence**

Testing and Commissioning

Damage to new and unused machinery forming part of the **Contract Works**. This extension shall continue for a period of:

- a) seven (7) days from the commencement of **Testing**; or
- b) thirty (30) days from the commencement of **Commissioning**, or the period stated in the **Schedule**.

Conditions

Automatic Reinstatement

In the event of **Damage** insured by this section resulting in a claim being paid hereunder and in the absence of written notice by **Us** or **You** to the contrary within 30 days, the **Sum Insured** will be reinstated automatically as from the date of such payment providing **You** undertake to pay such additional premium as **We** may require.

Cessation of works

If work on a contract site has stopped for a continuous period for up to ninety (90) days then cover shall be suspended at the end of the ninetieth day unless specifically agreed by **Us**.

General Interest

This Section duly notes the interest of any Bank, Finance Company, Building Society and any other institution or concern that have a financial interest in the Property **Insured** by this Section.

Increase in contract value

Any increase in the **Estimated Contract Value** by not more than twenty five percent (25%) should the **Estimated Contract Value** plus the cost of any additions amendments or variations including the value of any **Free Issue Materials** exceed the **Limit of Indemnity** shown in the **Schedule**

Joint Code of Practice

- a) In respect of all contracts or work whose estimated value (including **Free Issue Materials**) exceeds GBP 2,500,000, **You** undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation Ninth Edition dated October 2015 (the Joint Code) or any subsequent edition thereof.
- b) **Our** appointed representative shall have the right at all reasonable times to enter and inspect any such contract site for the purpose of ensuring that the conditions of such sites or work in all respects comply with the Joint Code.
- c) For the purpose of Paragraph 6.3 of the Joint Code, any building site including those where demolition, alterations, fitting out, renovations, refurbishment, or repair work is carried out whose estimated value (including **Free Issue Materials**) exceeds GBP 20,000,000 shall be deemed to be a "Large Project".
- d) In the event of a breach of the Joint Code **We** may inform the employer or **Principal** and **Your** management of the nature of the breach and may specify the required remedial measures (the "Remedial Measures") and the reasonable period of time in which such Remedial Measures are to be completed. If **You** should fail to complete such Remedial Measures within the specified time **We** may confirm the same by notice in writing given by actual delivery or by registered post or by recorded delivery to both the employer and **You** at the respective addresses nominated at the inception of cover or as otherwise subsequently amended.
- e) Such notice shall be at **Our** discretion to either suspend or cancel this Policy from the date named in the notice, which shall not be less than 30 days from the date of delivery of such notice, it being understood this Policy may be reinstated with effect from the date on which **We** are satisfied that the Remedial Measures have been completed.
- f) This condition shall not in itself be considered a condition precedent to liability, but its inclusion shall not prejudice, waive or remove **Our** or **Your** rights under the terms, exceptions and conditions of this Section.

New Activities and/or Subsidiaries

We will automatically include **Your** new activities and/or subsidiaries provided always that **We** have received notification within 30 days of the new or intended activity and/or subsidiary company and subject to such terms and conditions as **We** may require.

Series Defects

Solely as regard to cover provided under the 'Contract Works' section, if the development or discovery of a defect in any part of the **Contract Works** indicates that a similar defect exists elsewhere in the **Contract Works**, **You** shall immediately investigate and if necessary rectify the defects in any **Contract Works** insured under this policy at **Your** own expense or alternatively bear the cost of all loss or **Damage** arising out of the defect. Water **Damage** on Construction Sites (CIREG Water **Damage** Guidance)

- a) In respect of all contracts under this section, **You** undertake to comply with the 'Best Practice Guidance on Managing Escape of Water Risk on Construction Sites' as published in January 2020 by the Construction Insurance Risk Engineers Group or any subsequent amended version (hereafter referred to as 'CIREG Guidance').
- b) **We** have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the **Contract Works** comply with the CIREG Guidance.
- c) In the event of a breach of the CIREG Guidance **We** will inform the site management of the contractor specifying the nature of the breach, the remedial measures **We** require and the period within which these must be completed.
- d) Where **We** consider a breach is of significant importance written notice shall be sent to the employer of the contractor. The notice may suspend or cancel cover thirty (30) days for the date of the notice.
- e) Following suspension cover shall be reinstated when **We** are satisfied that remedial measures have been completed.
- f) If **We** cancel the policy, **We** agree to return to **You** a pro-rata proportion of the relevant part of the policy premium should there have been no claims submitted by **You**.

Exclusions

We will not cover **You** for:

- a) contracts originally **Scheduled** to be of longer duration than three (3) years (exclusive of the maintenance period) or contracts with an **Estimated Contract Value** at inception exceeding GBP 5,000,000 unless otherwise agreed by Us;
- b) Defective design plan specification or workmanship loss of or **Damage** to and the cost necessary to replace, repair or rectify:
 - i) any component part or individual item of the Property **Insured** which is defective in design plan specification materials or workmanship; or
 - ii) Property **Insured** lost or damaged to enable the replacement, repair or rectification of Property **Insured** excluded by a) above.
 But a) will not apply to other parts or items of Property **Insured** which are free from defect but are damaged in consequence thereof. For the purpose of the section and not merely this exclusion the Property **Insured** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property **Insured** or any part thereof.
- c) the cost of making good:
 - i) mechanical or electrical **Breakdown** or derangement;
 - ii) wear, tear, or gradual deterioration;
 - iii) any form of corrosion, erosion, rust, oxidation or mildew howsoever the same may arise;
 but this exclusion shall be limited to the parts immediately affected and shall not apply to accidental **Damage** arising in consequence thereof;
- d) **Damage** to stock and materials in trade and/or materials for incorporation into the **Contract Works** whilst away from any contract site unless in transit;
- e) **Damage** to aircraft, hovercraft or watercraft except safety boats, non-selfpropelled watercraft, or other watercraft up to twenty (20) feet in length used on or about the contract site.
- f) Deliberate Acts, **Damage** arising from or caused by a wilful act or wilful neglect by **You**.
- g) **Damage** to cash, notes, postal and/or **Money** orders, cheques, stamps or negotiable instruments of whatsoever nature or other securities for **Money**
- h) **Damage** either by disappearance or by shortage that is revealed only during stocktaking or when an inventory is made unless **Damage** can be traced to a specific event that is indemnifiable under this section.
- i) the costs relating to normal upkeep and normal making good
- j) **Damage** to mechanically propelled vehicles other than:
 - i) vehicles designed primarily to operate as tools of trade (which shall be deemed to include any plant primarily designed to operate on or about a contract site);
 - ii) other vehicles brought on to a site for use only on such site;
- k) **Damage** directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- l) **Damage** for which **You** are relieved of responsibility by the conditions of the contract.
- m) **Damage** arising from or caused by:
 - i) wear and tear, wet or dry rot, mildew, dryness or dampness, rust, corrosion, insect, vermin, erosion, depreciation, gradual deterioration or obsolescence;
 - ii) scratching or chipping of surfaces;
 - iii) hardening or setting of materials due to delay in their use or application unless the delay unavoidably results from **Damage** otherwise insured by this section; or
 - iv) materials not being stored in accordance with conditions recommended by the manufacturer.

- n) theft from unattended vehicles away from any contract sites, unless:
 - a) in respect of items carried inside any such vehicle or contained within vehicle storage boxes:
 - i) the vehicle is secured by all factory fitted locks and alarm/immobiliser (where fitted); and
 - ii) any externally mounted vehicle storage boxes are locked; and
 - iii) the keys have been removed from the vehicle; and
 - iv) kept in a securely locked building, garage, yard or vehicle not exceeding 10,000 any one vehicle;
 - b) in respect of items carried upon or attached to any such vehicle:
 - i) the vehicle is garaged in a locked building or parked in a secure compound; or
 - ii) the vehicle is in transit but there shall be no cover if the vehicle is parked overnight and the keys have not been removed from the vehicle;
- o) **Damage**, liability or other loss arising as a result of **Damage**, to own plant and equipment, and any robotic and digitally controlled plant and equipment forming part of **Technology Plant and Equipment** owned by **You**, caused by its own electrical or mechanical **Breakdown** or explosion.
- p) **Damage** to **Technology Plant and Equipment** where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease, or any provision in an agreement for the supply of the **Technology Plant and Equipment**.
- q) Excluded parts and components **Damage** to cutting edges, tyres, machine tools, trailing, cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by **Damage** to the complete item
- r) Any tandem lifting operation or any lifting operation which involves the use of two (2) or more cranes or other lifting devices used in tandem to lift any item(s) unless otherwise specifically agreed by **Us**;
- s) **Damage** to **Free Issue Materials** unless the value of such **Free Issue Materials** is included in the declared turnover.
- t) **Damage** to any part of the Property **Insured** arising out of the **Works** being taken into use or occupation (except for **Testing** and **Commissioning** when applicable) unless **You** give **Us** notice as soon as possible and agree to pay such additional premium as **We** may reasonably require. This Exclusion will not apply:
 - a) to the use of any property as a show house with a value up to GBP 250,000 and contents with a value up to GBP 50,000; or
 - b) during the period of 14 days from the date of issue by the Engineer of a Certificate of Completion when a contract is subject to the Standard Conditions of Contract of the Institute of Civil Engineers or equivalent conditions of contract;
- u) **Damage** for which **You** are relieved of responsibility under the terms of any contract;
- v) **Damage** arising from directional drilling operations unless specifically agreed by **Us**;
- w) **Damage** recoverable under a guarantee or maintenance agreement, **Damage** to **Technology Plant and Equipment** where the cost of repair or remedy is recoverable under any guarantee or agreement for maintenance, rental, hire or lease, or any provision in an agreement for the supply of the **Technology Plant and Equipment**.
- x) **Damage** to cutting edges, tyres, machine tools, trailing, cables, flexible pipes, driving belts and chains or conveyor bands unless accompanied by **Damage** to the complete item.
- y) **Damage** caused by materials processed or treated by the Property **Insured** or foreign bodies entering the Property **Insured** with the materials.
- z) any amount pertaining to the value, to **You** or any other party, of information on **Electronic Data** even if such information cannot be recreated, gathered or assembled.
 - a) the theft of any **Technology Plant and Equipment** while it is being carried in a vehicle which is left unattended, unless at the time of the theft:
 - i) the vehicle is protected by an intruder alarm system which is in full and efficient working order and which will operate in the event of interference with the vehicle;
 - ii) the doors of the vehicle were locked and all its windows and other openings fully closed and properly fastened; and
 - iii) the **Technology Plant and Equipment** was concealed from view in a locked boot or covered luggage compartment.
 - b) **Damage** arising from directional drilling operations unless specifically agreed by **Us**.

Section 2 - Public, Product and Pollution liability

We will cover You for all sums that You become legally liable to pay for damages and claimant's costs and expenses for accidental:

- a) **Personal Injury** to any person
- b) **Damage**
- c) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- d) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution caused by an **Occurrence** taking place during the period of insurance, involving:

- a) the conduct of **Your Business** (Public liability);
- b) a **Product** (**Product** liability): or
- c) pollution (Pollution liability) which is caused by:
 - i) a sudden, specific and identifiable **Occurrence** during the period of insurance; or
 - ii) the discharge, release or escape of **Legionella**, occurring during the **Period of Insurance** within the **Territorial Limits** and in connection with **Your Business**.

Public, Product and Pollution Liability Extensions

Buildings Temporarily Occupied

Exclusion j) c) to this Section shall not apply to liability for **Damage** to buildings including contents therein which are not owned leased or rented by You but are temporarily occupied by You for the purpose of maintenance, alteration, extension, installation or repair.

Cross Liabilities

If the **Insured** comprises more than one party We will provide cover to each such **Insured** in the same manner and to the same extent as if a separate insurance had been issued to each of them provided that nothing in this extension shall increase **Our** liability to pay any amount exceeding the amount stated in the **Schedule** as the Limit of Liability for this Section regardless of the number of persons claiming to be covered

Defective Premises Act

The cover provided by this Section shall extend to apply in respect of liability arising under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (**Northern Ireland**) Order 1975 in connection with any **Premises** previously owned or occupied by You for purposes pertaining to **Your Business** and which have since been disposed of by You provided that We will not provide cover for liability:

- a) for which cover is provided by any other insurance.
- b) for the costs of remedying any defect or alleged defect in such **Premises**

Environmental Liability

Legal liability to pay or incur any sum, including a statutory debt, for the remediation of pollution which is caused by a sudden, specific and identifiable **Occurrence** and place during the period of insurance.

We will also pay **Preventative Costs**.

We will not indemnify You for:

- a) liability in connection with **Damage**;
- b) costs of the removal of the risks of any significant risks of an adverse effect on human health, to or on land, **Premises**, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in **Your** care, custody or control; or
- c) costs of improving or altering the condition of the land, atmosphere, watercourse or body of water beyond that required under any applicable law or regulation at the time remediation commences; or
- d) pollution which takes effect outside the **United Kingdom**, and/or member state of the European Union.

The 'pollution' exclusion does not apply to claims under the 'Environmental statutory liability' extension.

Our maximum cover during the **Period of Insurance** for all claims under this extension, including damages, claimant costs and **Preventative Costs**, will not exceed GBP 1,000,000 per **Occurrence** and in the aggregate.

Motor Contingent Liability

Legal liability to pay damages and claimant costs for **Personal Injury** or **Damage** during the **Period of Insurance** caused by a motor vehicle that You do not own, provide, loan, lease, hire or rent being used by an **Employee** in the course of **Your Business**.

We will not indemnify You for liability which is in any way contributed to by any of the following:

- a) the use of a motor vehicle outside the **United Kingdom**;
- b) **Damage** to the motor vehicle or property carried in or on it;
- c) an accident involving a driver using the motor vehicle with **Your** general consent who, to **Your** knowledge, does not hold a licence to drive the motor vehicle; or
- d) liability which is covered wholly or partly by another insurance policy or for which insurance is required under the Road Traffic Act 1988.

Motor Vehicles

We will pay damages and claimant costs for **Personal Injury** or **Damage** caused by

- a) the use of plant as a tool of trade at **Your** Premises or on any site at which You are working.
- b) the loading or unloading of any vehicle or the bringing to or taking away of a load from any vehicle.
- c) **Damage** to any building, bridge, weighbridge, road or to anything beneath caused by vibration or by the weight of any vehicle or its load provided that

We will not provide cover for liability:

- i) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.
- ii) for which cover is provided by any other insurance.

Terrorism

Legal liability to pay damages and claimant costs for **Personal Injury** or **Damage**, caused by an **Act of terrorism** taking place during the period of insurance.

Our maximum cover during the **Period of Insurance** for all claims under this extension will not exceed GBP 1,000,000 per **Occurrence** and in the aggregate

Temporary business trip overseas

Legal liability to pay damages and claimant costs in connection with a temporary business trip by any of **Your** directors, partners or employees (including their family or persons normally resident with them) provided that:

- a) legal liability is incurred in a personal capacity whilst outside their country of domicile;
- b) such a temporary business trip outside their country of domicile does not exceed 12 months; and
- c) such liability is not caused by the ownership or occupation of land or buildings.

At **Your** request, **We** will also indemnify the director, partner or **Employee** who has incurred liability.

Public, Product and Pollution liability Conditions

Asbestos Accidental Discovery

Insured section 2 (Public, Products and Pollution liability) are extended to indemnify the **Insured** against legal liability to pay damages or compensation including claimants' costs recoverable from the **Insured** arising from any claim first made against the **Insured** during the **Period of Insurance** for **Personal Injury**, **Damage** or nuisance caused at any time after the **Retroactive Date** shown in the **Schedule** following the accidental discovery of **Asbestos** or **Asbestos** containing materials.

The insurer agrees that any circumstance notified to the insurer during the **Period of Insurance** which subsequently gives rise to a claim after expiry of the **Period of Insurance** shall be deemed to be a claim first made during the period of insurance.

This **Asbestos** accidental discovery clause excludes and does not cover:

- a) **Personal Injury**, **Damage** or nuisance arising from any subsequent activities related or connected to dealing with the **Asbestos** and/or **Asbestos** containing materials once discovered, which shall be carried out by qualified licensed sub-contractors on terms which indemnify the **Insured** for liability arising out of such work;
- b) **Personal Injury**, **Damage** or nuisance caused by the exposure to **Asbestos** or **Asbestos** containing materials occurred on or before the **Retroactive Date** shown in the **Schedule**;
- c) any claim arising directly or indirectly out of a circumstance or event of which the **Insured** was aware before the effective date of this **Asbestos** accidental discovery clause; or
- d) any claim arising directly or indirectly out of the diminution in the value of property or loss of or potential loss of rental income or any other consequential loss (including business interruption) whatever and howsoever arising.

Any claim for damages or compensation including claimant costs recoverable from the **Insured** and **Defence Costs** in excess of the sub-limit of indemnity of GBP 1,000,000 which sum shall be the maximum the insurer will pay in the aggregate during any one period of insurance.

Each and every claimant excess of GBP 5,000.

Burning debris – Condition Precedent

We will cover **You** under the policy only if **You** comply with the following conditions:

Where **You** or any person acting on **Your** behalf including any subcontractors burn debris, the following precautions must be taken:

- a) all necessary permits and/or licences must be obtained from the relevant regulatory bodies and comply with the applicable laws and regulations relating to the burning of debris;
- b) the area around the fire must be cleared to a minimum distance of at least ten (10) metres or as far as reasonably practicable in the circumstances from any property;
- c) fire not to be left unattended at any time;
- d) a fully charged and serviced fire extinguisher maintained in accordance with the manufacturer's guidelines and to be kept available for immediate use; and
- e) fires to be extinguished at least one (1) hour prior to leaving site at the end of each working day.

Conduct and Control

It is a condition of this Section that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent.

We shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this Section (less any sum or sums already paid in respect or in lieu of damages) or any lesser sum for which the claim or claims against **You** can be settled and **We** will not be under any further liability in respect of such claim or claims except for other costs and expenses for which **We** may be responsible incurred prior to such payment.

Heat Work Away From the Premises - Condition Precedent

We will only cover **You** under the policy if **You** comply with the following conditions precedent:

Where work involving use of a naked flame or other heat source or oxyacetylene, electric arc or similar welding, cutting, grinding or other spark emitting equipment by any person (whether a third-party contractor, an **Employee** or other) is carried out away from any **Premises** owned or occupied by **You**:

- a) **You** and **Your** employees must take all 'reasonable precautions' to prevent **Damage**; and
- b) **You** shall ensure that as a minimum any subcontractors or persons acting on **Your** behalf comply with the 'reasonable precautions' set out below. The term 'reasonable precautions' shall include but not be limited to the following:
 - a) Before Starting Work
 - i) a person shall be made responsible for fire safety and for ensuring that reasonable precautions are taken;
 - ii) all persons shall be made aware of the location of the site's fire alarms and firefighting equipment; and
 - iii) the responsible person shall examine all property within a radius of six (6) metres (or as reasonably practicable in the circumstances) from where the heat is being applied and where possible remove all combustible material.
 - iv) a hot work permit in the form set out in Loss Prevention Recommendation RC7 published by the Fire Protection Association (FPA) or the QBE Hot Work Permit or such similar permit or documentation, is completed by an appropriately trained, competent and authorised person before such work commences; and
 - b) During the Process of Work
 - i) the precautions and systems of work shown on the designated hot work permit must be complied with at each stage of the work.
 - ii) a person shall work alongside the operator of the equipment to look out for an outbreak of fire and there shall be available for immediate use a hose connected to the nearest hydrant with water turned on and controllable at the nozzle of the hose. If water is not available or unsuitable then two (2) fully charged and serviced fire extinguishers maintained in accordance with the manufacturer's guidelines must be available. If either of those devices are not available, then all heat away must cease;
 - iii) the lighting of equipment shall be in accordance with manufacturer's instructions; and
 - iv) gas cylinders not required for immediate use shall be kept at least six (6) metres from where the heat is being applied.
 - c) After Ceasing Work a continuous monitoring for one (1) hour shall be made of the area within a radius of six (6) metres (or as reasonably practicable in the circumstances) from where the heat has been applied to ensure that there is no risk of fire.

Rights of Recourse

You will all times retain full rights of recourse against those parties supplying **Products** or otherwise providing a service in connection with any **Product** Supplied or any component part thereof, unless **We** have agreed in writing to the waiver of such rights.

In the event of a breach of this condition, **We** will be entitled to refuse to pay, or reduce the amount **We** pay, for any claim under this Policy.

Sub-Contractors – Condition Precedent

Subcontractors that are engaged by **You** that work on **Your** behalf **You** must take all steps to ensure that **You** maintain policies of insurance (with insurers other than **Us**) no less comprehensive than:

- a) employers' liability coverage with a limit of liability of not less than GBP 5,000,000 any one **Occurrence**;
- b) public liability coverage with a limit of liability equal to or greater than the limits provided by this Policy; and
- c) both such policies contain an Indemnity to **You** as **Principal**.

You:

- i) shall obtain written evidence of the above; and
- ii) shall not assume by agreement, any liability that would not have attached to **You** in the absence of such agreement, including but not limited to, the assumption of liability on behalf of any sub-contractor or the waiver of rights of recourse against any sub-contractor.

In the event of a breach of this condition, **We** will have no liability under this Policy unless **You** show that the non-compliance with this term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Public, Product and Pollution liability Conditions Exclusions

We will not cover **You** for liability which comprises or is contributed to by:

- a) Advice design or plans irrespective of a fee being charged.
The provision of any professional services including but not limited to advice, design, plans, specifications, formulae, surveys or directions prepare or given by **You** or any **Other Insured Party**, but this will not exclude such liability caused by **Products** supplied
- b) in respect of **Personal Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**
- c) caused by or arising from the ownership or possession or use by **You** or on **Your** behalf of any:
 - a) aircraft or aerospace device or hovercraft.
 - b) watercraft other than hand propelled watercraft or other watercraft not exceeding 8 metres in length.
 - c) mechanically propelled vehicle:
 - i) in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
 - ii) where cover is provided by any other insurance
- d) arising from any **Product** Supplied after it has ceased to be in **Your** custody or under **Your** or any Employee's control other than food and drink for consumption on **Your** Premises.
- e) Costs of recall or guarantee expenditure, whether incurred by **You** or others, for the withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement of any **Product** or part thereof (or any other **Product** or part thereof of which **Your Product** forms, or is intended to form, a part or ingredient) and **Financial Loss** necessary for such withdrawal, recall, disposal, removal, repair, adjustment, alteration, reconditioning, replacement or reinstatement.
- f) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages
- g) Overseas domiciled operations liability in respect of **Your** subsidiary companies, branch offices or representatives with power of attorney that are domiciled outside of the **United Kingdom**.
- h) Pollution, including pollution which is contributed to by **Your Products**, unless caused by a sudden, specific and identifiable **Occurrence** taking place in its entirety during the **Period of Insurance** or by the discharge, release or escape of **Legionella**
- i) in respect of Pollution or Contamination occurring:
 - a) within the United States of America or Canada.
 - b) elsewhere than within the United States of America or Canada unless caused by a sudden, identifiable, unintended and unexpected **Occurrence** which takes place in its entirety at a specific time and place during the Period of Insurance.

Provided that in respect of any liability for which cover is not excluded under exclusion b) above:

- i) all Pollution or Contamination which arises out of one **Occurrence** shall be deemed to have occurred at the time such **Occurrence** takes place.
 - ii) **Our** liability for all damages, costs fees and expenses under this Section payable in respect of all Pollution or Contamination which is deemed to have occurred during any one **Period of Insurance** shall not exceed in the aggregate the amount stated in the **Schedule** as the Limit of Liability for this Section.
 - j) Property in **Your** care, custody and control including **Damage** to property which is owned, leased, hired or held on trust by **You** or hired, purchased or on loan to **You** or held otherwise in **Your** care, custody or control except in respect of:
 - a) **Damage to the Employees Effects** of employees and visitors (including mechanically propelled vehicles);
 - b) **Damage to Premises** (including landlord's fixtures and fittings) rented to **You** in the course of **Your Business** but always excluding liability:
 - i) under any agreement that would not have attached in absence of such agreement; or
 - ii) for which indemnity is provided to **You** under any other insurance or in any other way; and
 - c) **Damage to Premises** or their contents which are temporarily occupied by **You** for **Work Away** but always excluding liability for **Damage** to:
 - i) that part of the property on which the **Insured** is working and which is caused by such **Work Away**; or
 - ii) any property required to be insured in joint names under a contract.
 - k) for the amount stated in the **Schedule** as being the **Excess** for this Section which shall apply in respect of each and every claim. Such amount shall be contributed by **You** or any party entitled to cover under this insurance before **We** assume any responsibility to make a payment for any claim hereunder.
 - l) Property manufactured, designed, sold, supplied, repaired or installed
 - a) **Products** that are sold or supplied as part of a contract for construction, building, erection or installation;
 - b) liability for loss of, destruction of or **Damage to Products** which have been designed, sold, supplied repaired or installed by the **Insured** or any structure or **Contract Works** (including materials for incorporation therein) arising:
 - i) prior to certified completion or handover by the **Insured**; and/or
 - ii) after certified completion or handover by the **Insured** where such loss, destruction or **Damage** is caused by the defective condition of any part of such property, structure or **Contract Works**.
 - m) Reasonable precautions **Your** risk manager or senior management having failed to take all reasonable precautions to prevent an **occurrence** from arising or continuing.
 - n) Rectification of defective work **Damage** to any property or any costs incurred in rectifying property (including any part of the property) which suffers from a known or suspected defect.
 - o) for Contractual Liability unless the sole conduct and control of claims is vested in **Us** but **We** will not in any event provide cover in respect of:
 - a) liquidated damages or liability under any penalty clause.
 - b) **Damage to Property** against which **You** are required to effect insurance under the terms of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract 1980 Edition or any revision or substitution thereof or any clause of similar intent under any other contract conditions.
- Damage to Property** which comprises the **Contract Works** executed or in the course of execution by **You** or on **Your** behalf and occurs after the date of issue of a certificate of completion of such **Works** or, where the contract has no provision for such a certificate, the date on which such **Works** are completed and handed over to the **Principal** if **You** are expressly responsible for such **Damage** under the terms of the contract.
- p) **War** and Terrorism cover which is in any way contributed to by **War** or **Act of terrorism** during the period of insurance.

Section 3 – Employers Liability

Employers' Liability Cover

We will cover You for all sums that You become legally liable to pay for damages and claimant's costs and expenses for **Personal Injury** sustained by an **Employee** occurring during the **Period of Insurance** within the **Territorial Limits** and arising out of and in the course of employment by You in connection with **Your Business**

Employers Liability Definitions

Conveyance

any water and/or air and/or road and/or rail conveyances of every description.

Offshore Activity

any work on or visit to an **Offshore Installation** from the time of embarkation onto a **Conveyance** at the point of final departure to such **Offshore Installation** until the time of disembarkation from a **Conveyance** onto land on return from such **Offshore Installation**.

Offshore Installation

any **Offshore Installation**, rig or platform whether fixed or mobile or any vessel or semi-submersible including any catwalk, landing ramp, bridge, walkway, accommodation or other connected structure which has been is or will be engaged in the processes of prospecting for or extraction, separation, storage, treatment or distribution of oil or gas.

Employers Liability Extensions

Manslaughter Defence Costs

Defence Costs incurred in defending allegations (whether under common law or statute) of manslaughter, corporate manslaughter or corporate homicide made against You or any **Other Insured Party** provided that the prosecution or proceedings relate to:

- an offence alleged to have been committed during the **Period of Insurance** and in the course of **Your Business**;
- matters which may give rise to a claim insured under this section for the manslaughter, corporate manslaughter or corporate homicide of an **Employee**.

We will also Cover You or any **Other Insured Party** for:

- Defence Costs** of an appeal against any finding by a court in England and Wales, Scotland or **Northern Ireland** (including appeals against any Improvement Notices or Prohibition Notices); and
- prosecution costs awarded against You, following a finding by a court in England and Wales, Scotland or **Northern Ireland** that You or any **Other Insured Party** were in breach of a statutory duty which may be the subject of an indemnity under this section.

We will not cover You under this extension for any amount:

- for which You or any **Other Insured Party** are entitled to an indemnity by under any other legal expenses, motor or employment protection policy; or
- claimed for sums insured elsewhere in the policy.

Our maximum cover during the **Period of Insurance** for all claims under this extension will not exceed the sub-limit of indemnity. However, where a firm other than a panel firm is appointed, the **Legal Costs** sublimit of indemnity will apply instead.

Our maximum cover during the **Period of Insurance** for all claims under this extension will not exceed GBP 5,000,000 per **Occurrence** and in the aggregate.

Medical treatment

legal liability to pay damages and claimant costs for treatment:

- given to any person under a contract of service or apprenticeship with You; and
- provided by any qualified medical practitioner or health care practitioner employed by You.

Any such qualified medical or health care practitioner must comply with the applicable terms of the policy.

We will not cover You where there is any other valid or collectible insurance available to You, the qualified medical or health care practitioner, nor will We contribute to any other valid or collectible insurance.

Unsatisfied court judgment

damages or costs awarded to an **Employee** who has obtained a judgment for damages during the **Period of Insurance** which remains unsatisfied in whole or in part 6 months after the date of such judgment and in a court of law except a court operating under the laws of the United States of America or Canada.

We will cover You only if:

- the damages awarded are for a **Personal Injury** to the **Employee** that arises out of his employment by You in the course of **Your Business**;
- the damages are awarded against a person operating from **Premises** in the **United Kingdom** or European Economic Area;
- there is no appeal outstanding; and
- the judgment relates to **Personal Injury** which would otherwise be indemnified by this section.

At Your request We will also indemnify the **Employee** or their personal representatives.

We will be entitled to take over and prosecute for Our own benefit any claim against any other person and You, the **Employee** or the personal representatives of the **Employee** must give Us all the information and assistance We may require.

War and terrorism

legal liability to pay damages and claimant costs for **Personal Injury** caused to an **Employee** by an act of **War** or **Act of terrorism** during the period of insurance.

Our maximum liability during the **Period of Insurance** For all claims under this extension, including damages, claimant costs and **Defence Costs**, will not exceed GBP 5,000,000 per **Occurrence** and in the aggregate.

Employers Liability Conditions

Conduct and Control

It is a condition of this Section that no admission, offer, promise or payment shall be made or given by **You** or on **Your** behalf without **Our** written consent. **We** shall be entitled if **We** so desire to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name for **Our** benefit any claim for damages or otherwise.

We shall have full discretion in the conduct of any proceedings and in the settlement of any such claim against **You** and **You** shall give all such information and assistance as **We** may require.

Discharge of Liability

We may at any time at **Our** sole discretion pay to **You** the Limit of Liability for this Section (less any sum or sums already paid in respect or in lieu of damages and less other costs and expenses already paid or incurred prior to such payment) or any lesser sum for which the claim or claims against **You** can be settled and **We** shall not be under any further liability in respect of such claim or claims.

Employers' Liability Tracing Office

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

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

Employers Liability Exclusions

- a) in respect of which compulsory insurance or security is required to be arranged by **You** under the Road Traffic Act 1988 or the Road Traffic (**Northern Ireland**) Order 1981 or any subsequent legislation amending or replacing such Act or Order.
- b) caused by or arising from any **Offshore Activity**.
- c) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- d) employment practice disputes involving **Your** employees including but not limited to:
 - i) wrongful unfair or constructive dismissal;
 - ii) denial of natural justice, defamation, misleading representation or advertising
 - iii) refusal to employ a suitably qualified applicant or failure to promote; and
 - iv) coercion, demotion, evaluation, relocation, punishment, slander, humiliation, harassment, bullying or discrimination.

This exclusion will not apply in respect of compensatory damages for **Personal Injury** required by the Employers' Liability (Compulsory insurance) Regulations 1998

- e) Motor accidents abroad **Personal Injury** sustained by an **Employee** in connection with the use of a vehicle outside of the **United Kingdom**
- f) Workman's compensation or social security payment any obligation for which **You** or **We** may be held liable under any workers' compensation law, legislation, regulation or policy or obligation to maintain healthcare, social security or similar funding. This exclusion will not apply to payments required to be made under statute to the Compensation Recovery Unit or its successor

General Exclusions

This part of the Policy sets out the General Exclusions applicable to the Policy. The following Exclusions apply to all Sections of this insurance unless stated otherwise.

We will not provide cover for:

Avian Influenza

any claim directly or indirectly caused by, happening through, in consequence of or contributed to by avian influenza or any mutant variation thereof.

This insurance also excludes any claim:

- i) arising from any fear or threat (whether actual or perceived) of such avian influenza.
- ii) directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such avian influenza.

If **We** allege that by reason of this exclusion, any claim is not covered by this insurance the burden of proving the contrary shall be upon **You**.

Electronic Data Processing Media Validation

Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, it is understood and agreed as follows:-

Should **Electronic Data** processing media insured by this agreement suffer physical loss or damage insured by this agreement, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this agreement does not insure any amount pertaining to the value of such **Electronic Data** to the assured or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

Virus, Disease and Pandemic Exclusion

Notwithstanding any provision to the contrary within this policy, within any **Endorsement** to this policy or within any extension to this policy, this policy and its **Endorsements** (if any) and its extensions (if any) exclude any loss, **Damage**, liability, claim, cost or expense (whether such loss, **Damage**, liability, claim, cost or expense has been suffered by an **Insured** or a third party) of whatsoever nature, directly or indirectly caused by, contributed to, resulting from, arising out of, in connection with, or otherwise in any way directly or indirectly attributable to:

- a) Coronaviruses; and
- b) Coronavirus disease (COVID-19); and
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d) Any mutation of or variation of a), b) or c) above; and
- e) Any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) Any fear or anticipation of a), b), c), d) or e) above,

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

This exclusion does not apply to the Employers Liability coverage (where operative).

Cyber Risk Exclusion

This policy does not cover **Damage** distortion erasure corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to Computer Virus or Hacking) or loss of use, reduction in functionality, denial of access, cost, expense, of whatsoever nature as a result, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purposes of this Exclusion the following definitions apply:

"Electronic Data" shall mean either **Your** own or third party facts, concepts, and information converted to a form useable for communications interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

"Computer Virus" shall mean a set of corrupting harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature. It shall include but not be limited to 'trojan horses' 'worms' and 'time or logic bombs'.

"Hacking" shall mean unauthorised access to any equipment, component or system or item which processes, stores or receives **Electronic Data**, whether **Your** property or not.

Date Recognition

Loss, **Personal Injury**, **Damage**, legal liability, cost or expense of whatsoever nature directly or indirectly caused by or consisting of or arising from the failure of any Computer data processing equipment or media microchip integrated circuit or similar device or any Computer software whether **Your** Property or not:

- a) correctly to recognise any date as its true calendar date
- b) to capture save or retain and/or correctly manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
- c) to capture save retain or correctly process any data as a result of the operation of any command which has been programmed into any Computer software being a command which causes the loss of data or the inability to capture save or retain or correctly to process such data on or after any date but, under all Sections except the Public and Products Liability Sections, this shall not exclude subsequent **Damage** or consequential loss not otherwise excluded which itself results from a Specified Peril but not including Accidental **Damage**.

Provided that nothing contained in this exclusion or any other provision or extension of this insurance shall be considered as extending **Our** liability to cover any costs and expenses, whether preventative, remedial or otherwise arising out of or relating to change, alteration or modification of any **Computer System**, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-**Computer Equipment**, whether **Your** Property or not.

This exclusion does not apply to the Employers' Liability Section.

Mould

any **Damage**, claim, cost, expense or other sum directly or indirectly arising out of or relating to **Mould**, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless of whether there is:

- i) any **Damage** to Insured Property.
- ii) any Specified Peril or cause, whether contributing concurrently or in any sequence.
- iii) loss of use, occupancy, or functionality.
- iv) any action required, including but not limited to repair, replacement, removal, clean up abatement, disposal, relocation or steps taken to address medical or legal concerns.

This exclusion replaces and supersedes any provision in this insurance that provides insurance cover in whole or in part for these matters.

Northern Ireland

Damage or consequential loss arising from such **Damage** in **Northern Ireland** occasioned by or happening through or in consequence directly or indirectly of Riot, Civil Commotion and (except in respect of **Damage** by Fire or Explosion), Strikers, locked-out workers or persons taking part in labour disturbances or Malicious Persons.

PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances) Exclusion

Insurers will not pay for:

1. Any bodily injury, property **damage**, personal and advertising injury loss, liability, **damage**, compensation, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with the actual, alleged, or threatened contaminative, pathogenic, toxic or other hazardous properties of PFAS
2. Any and all losses, costs and expenses resulting from any claim, litigation, dispute, arbitration, investigation or any other legal proceeding or dispute resolution in whole or in part directly or indirectly caused by, arising out of, resulting from, based upon or in any way related to, any of the following conducts, included but not limited to:
 - a) Actual, alleged or threatened inhalation of, ingestion of, consumption of, contact with, exposure to, existence of or presence of PFAS containing products or materials
 - b) Design, manufacturing, production, use, sale, installation, placing on the market, removal, distribution, handling, packaging, storage, marketing, processing of or any other similar business-related activity relating to PFAS containing products or materials
 - c) Testing for, monitoring, cleaning up, abating, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of or in any way responding to, or assessing the effect(s) of PFAS containing products or materials
 - d) Failure to report any PFAS containing products or materials to authorities
 - e) Failure to warn of potential consequences arising from, or the inadequacy of any warning, relating to any of the conduct described in a) through d) above.

For the purposes of this exclusion "PFAS" means Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) Any organic molecule, salt, free radical or ion, the composition of which includes at least one
 - i) Perfluorinated methyl group (-CF₃); or
 - ii) Perfluorinated methylene group (-CF₂-)
- b) Any breakdown of any organic molecule, salt, free radical or ion, the composition thereof
- c) Any good, product or material that has the same or similar chemical formula or structure as such Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances
- d) Its presence or use in any alloy, by-product, compound or other material or waste that includes or is derived from such compounds or substances.

Radioactive and Other Contamination

- a) **Damage** to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential loss; and/or
- b) legal liability of whatsoever nature; and/or
- c) any **Legal Costs** and expenses;

directly or indirectly caused by or contributed to by or arising from:

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

In respect of the Employers' Liability Section this exclusion shall only apply in respect of the liability of any **Principal** or liability assumed under the terms of an agreement which would not have attached in the absence of such agreement.

Sanction Limitation and Exclusion

any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Sonic Bang

Damage occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds or any **Legal Costs** or expenses arising therefrom or relating thereto.

Terrorism

- a) **Damage** to any Property whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss; and/or
- b) legal liability of whatsoever nature; and/or
- c) **Legal Costs** and expenses; caused by resulting from or in connection with:
 - i) any **Act of terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to this loss.
 - ii) any action taken in controlling, preventing, suppressing or in any way relating to the **Act of terrorism**.

If **We** allege that by reason of this exclusion any loss, **Personal Injury, Damage**, legal liability, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon **You**.

In the event that any part of this exclusion is found to be invalid or unenforceable the remainder shall remain in force and effect.

This exclusion does not apply to the Employers' Liability Section.

War and Similar Risks

- a) **Damage** to any Property whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss; and/or
- b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by; and/or
- c) **Legal Costs** and expenses; arising from any of the following regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, cost, expense or liability:
 - i) **War**, invasion, act(s) of foreign enemies, hostilities or warlike operators (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 or confiscation or nationalisation or requisition by or under the order of any government or public or local authority.
 - ii) any action taken in controlling preventing suppressing or in any way relating to i) above.

This exclusion does not apply to the Employers' Liability Section.

Legal Expenses



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Welcome to Jensten Underwriting (Commercial) Limited Legal Expenses

Welcome to **your** Legal Expenses policy administered by ARAG plc who is authorised under a binding authority agreement on behalf of the **insurer**.

Understanding your Policy

ARAG plc is registered in England number 02585818. Registered address:

9 Whiteladies Road,
Clifton,
Bristol BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the **insurer** HDI Global Specialty SE. Registered address:

Roderbruchstraße 26,
30655 Hannover,
Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority.

Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 659331).

Legal Expenses

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:

- Legal and tax advice helpline
- Business Legal Services website
- Claims procedure

If **you** are unsure about anything in this document, please contact whoever **you** purchased **your** policy from.

Obtain a claim form

To ask for a claim form call us on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays) or go online www.arag.co.uk/newclaims

Telephone helplines

24/7 legal advice on business matters within UK and EU law
0344 571 7978

UK tax advice 9am to 5pm weekdays (except bank holidays)
0344 571 7978

Crisis Communication
0344 571 7964

Confidential Counselling
0333 000 2082

Executive suite identity theft resolution
0333 000 2083

Business Legal Service

Register today at: www.araglegal.co.uk and enter voucher code X1232KC79BB5 to access the law guide and download legal documents to help with commercial legal matters.

Main benefits of Absolute Business Legal

Protection for legal costs arising from:

- employment disputes & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- claims involving **your** executives
- contract & debt recovery
- crisis communication.

Who is ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of “before-the-event” and “after-the-event” legal insurance products and assistance solutions to protect both businesses and individuals.

Important information

Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances.

However, if **our** advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

Legal and tax advice 0344 571 7978

If **you** have a legal or tax problem relating to **your** business, **we** recommend **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Crisis communication 0344 571 7964

If **you** are concerned about an event that may result in negative publicity which could affect **your business**, **you** can access professional public relations support from **our** Crisis Communication experts.

Where possible, initial advice for **you** to act upon will be provided over the phone, but if **your** circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to **you** paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage **your** business, **you** are **insured** against the costs of crisis communication services under Insured Event 12 when **you** use this helpline.

Counselling assistance 0333 000 2082

For an **employee** (including family members permanently living with them) needing confidential help and advice, **our** qualified counsellors are available to provide telephone support on any matter that is causing them upset.

Executive suite – identity theft resolution 0333 000 2083

This service is available to the principal, executive officers, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, **our** specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are **insured** under Insured Event 11 c) when **your** executives use this helpline.

Claims procedure

If an **insured** needs to make a claim, **they** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own solicitor or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
2. If an **insured** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this policy.
3. A claim form can be downloaded at www.arag.co.uk/newclaims or requested by telephoning **us** on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
4. The completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.

What happens next?

1. **We** will send the **insured** a written acknowledgment by the end of the next working day after receiving their claim form.
2. Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to the **insured** either:
 - a) confirming cover under the terms of this policy and advising the **insured** of the next steps to progress their claim; or
 - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
3. When a representative is appointed they will try to resolve the **insured's** dispute without delay, arranging mediation whenever appropriate.
4. **We** will check on the progress of the **insured's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Complaints Procedure

In respect of this section

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:

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

Email: customerrelations@arag.co.uk

Address:

ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol,
BS8 1NN

If **we** are not able to resolve the complaint to **your** satisfaction, then **you** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. They can be contacted at:

Phone: 0800 023 4567 or 0300 1239 123

Email: complaint.info@financial-ombudsman.org.uk

Address:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

What happens if the insurer cannot meet its liabilities?

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation of up to 90% of the cost of **your** claim, in the unlikely event that the **insurer** cannot meet its obligations.

Further information about compensation scheme arrangements is available at www.fscs.org.uk.

Absolute Business Legal

This policy is evidence of the contract between **you** and the **insurer**. The policy and schedule shall be read together as one document. Terms that appear in bold type have special meanings. Please read Meanings of Words & Terms for more information.

Privacy statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk The **insurer's** full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected.

Please refer to **our** full privacy statement for full details.

Keeping personal information

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

Your rights

Any person **insured** by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

Signed by
Managing Director of ARAG plc



Your policy cover

Following an Insured event, the **insurer** will pay **legal costs & expenses** including the cost of appeals (and compensation awards under Insured event 2 Employment compensation awards) up to the limit of indemnity and aggregate limit specified in the schedule to which this policy attaches for all claims related by time or originating cause subject to all the following requirements being met:

1. **You** have paid the insurance premium.
2. The **insured** keeps to the terms of this policy and cooperates fully with **us**.
3. The **insured** event arises in connection with the **business** shown in the schedule to which this policy attaches and occurs within the **territorial limit**.
4. The claim
 - a) always has **reasonable prospects of success** (except in relation to Insured event 1 Employment) and
 - b) is reported to **us**
 - i) during the **period of insurance** and
 - ii) as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
5. Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - a) which arises from Insured event 1 Employment and/or
 - b) before proceedings have been or need to be issued.
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **territorial limit**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

Insured events covered

1 Employment

A dispute between **you** and **your employee**, ex-**employee**, or a prospective **employee**, arising from a breach or an alleged breach of their

- a) contract of service with **you** and/or
- b) related legal rights.

A claim can be made under the policy provided that all internal procedures as set out in the

- i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
 - ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- have been or ought to have been concluded.

What is not covered under Insured event 1

Any claim arising from or relating to:

1. the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal;
2. redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where **you** have had equivalent cover in force up until the start of this policy;
3. costs **you** incur for preparation and representation at an internal disciplinary hearing, grievance or appeal;
4. a pension scheme where actions are brought by 10 or more **employees** or ex-**employees**.

2 Employment compensation awards

Following a claim, **we** have accepted under Insured event 1 Employment, the **insurer** will pay any:

- a) basic and compensatory award, or
- b) damages awarded by a court, or
- c) an amount agreed by **us** in settlement of a dispute.

Provided that compensation is:

- i) agreed through mediation or conciliation or under a settlement approved by **us** in advance, or
- ii) awarded by a tribunal judgment after full argument unless given by default.

What is not covered under Insured event 2

Compensation awards or settlements relating to:

1. the first £1,000 of every claim;
2. money due to an **employee** under a contract or a statutory provision relating thereto;
3. trade union membership, industrial or labour arbitration, or collective bargaining agreements.
4. civil claims or statutory rights relating to trustees of occupational pension schemes.
5. maternity and paternity related dismissals
6. health and safety related dismissals.

3 Employment restrictive covenants

- a) A dispute with **your employee** or ex- **employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i) is designed to protect **your** legitimate **business** interests, and
 - ii) is evidenced in writing and signed by **your employee** or ex-**employee**, and
 - iii) extends no further than is reasonably necessary to protect the **business** interests, and
 - iv) does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

4 Tax protection

- a) A formally notified enquiry into **your business** tax.
- b) A dispute about **your** compliance with HMRC regulations relating to **your employees**, workers or payments to contractors.
- c) A dispute with HMRC about Value Added Tax.

Provided that:

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

What is not covered under Insured event 4

Any claim arising from or relating to:

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

5 Property

A dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes physical damage to **your** material property;
- b) following a public or private nuisance or trespass;
- c) which **you** wish to recover or repossess from an **employee** or ex-**employee**
- d) with **your business** tenant that arises from a written lease agreement granted under the Landlord & Tenant Act 1954.

What is not covered under Insured event 5

Any claim relating to:

- 1. a contract between **you** and a third party except for a claim under 5 c) and 5 d) above provided that in respect of 5 d) **you** will not be **insured** for
 - a) negotiating a rent review or any dispute that arises from a disagreement with **your** tenant over the revision of rent and service charges that shall be payable.
 - b) renewal of **your** lease agreement or the granting of a new tenancy other than where:
 - i) **you** have a reasonable prospect of successfully opposing **your** tenant's right to a new or renewal tenancy under Section 30(1) of the Landlord and Tenant Act; and
 - ii) **you** can demonstrate that **you** have served the correct legal notice to terminate on the tenant in the prescribed form before **your** tenant has served **you** with a request for a new tenancy
- 2. goods lent or hired out
- 3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority.

6 Legal defence

- a) A criminal investigation and/or enquiry by:
 - i) the police or
 - ii) any other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **insured** being prosecuted.
- b) An offence or alleged offence which leads to the **insured** being prosecuted in a court of criminal jurisdiction.

What is not covered under Insured event 6

Any claim relating to a parking offence.

7 Compliance & regulation

- a) Receipt of a Statutory Notice that imposes terms against which **you** wish to appeal.
- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **you** for compensation under the Data Protection Act 2018 provided that:
 - i) **you** have paid the data protection fee to the Information Commissioner's Office;
 - ii) **you** are able to evidence that **you** have in place a process to
 - investigate complaints from data subjects regarding a breach of their privacy rights,
 - offer suitable redress where a breach has occurred and that **your** complaints process has been fully engaged.
- e) A civil action alleging that an **insured** has
 - i) committed an act of unlawful discrimination; or
 - ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your employees**.

What is not covered under Insured event 7

Any claim arising from or relating to:

- 1) the pursuit of an action by **you** other than an appeal
- 2) a routine inspection by a regulatory authority
- 3) an enquiry, investigation or enforcement action by HMRC
- 4) a claim brought against **your business** where unlawful discrimination has been alleged.

8 Statutory licence appeals

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration, required to run **your business**.

9 Loss of earnings

The **insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings

What is not covered under Insured event 9

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

10 Personal injury

An event that causes bodily injury to, or the death of, an **insured**.

What is not covered under Insured event 10

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

11 Executive suite

This Insured event applies only to the principal, executive officers, directors and partners of **your business**.

- a) An HMRC enquiry into the executive's personal tax affairs.
- b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **your business**.
- c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline.
- d) A dispute that arises from the terms of **your business** partnership agreement that is to be referred to mediation.
- e) Crisis communication as described in Insured event 12 below shall be available to the principal, executive officers, directors and partners of the **business** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

What is not covered under Insured event 11

- 1) Any claim arising from or relating to:
 - a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
 - b) an investigation by the Fraud Investigation Service of HMRC
 - c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
 - d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom
 - e) a parking offence
 - f) costs incurred in excess of £25,000 for a claim under 11 d) and 11 e).
- 2) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

12 Crisis communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will:

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release and/or;
 - b) prepare communication for **your** staff/customers/suppliers and/or a telephone or website script or social media messaging and/or;
 - c) arrange, support and represent an **insured** at an event which media will be reporting;
 - d) support the **insured** by taking phone calls/emails and managing interaction with media outlets;
 - e) support and prepare the **insured** for media interviews
- provided that **you** have sought and followed advice from **our** Crisis communication helpline.

What is not covered under Insured event 12

Any claim arising from or relating to:

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

13 Contract & debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf to buy, sell, hire or lease goods or services or to rent **your business** premises, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

What is not covered under Insured event 13

Any claim arising from or relating to:

1. an amount which is less than £200;
2. disputes with a tenant or lease where **you** are the landlord or lessor;
3. the sale or purchase of land or buildings;
4. loans, mortgages, endowments, pensions or any other financial product;
5. computer hardware, software, internet services or systems which:
 - a) have been supplied by **you**; or
 - b) have been tailored to **your** requirements.
6. a breach or alleged breach of a professional duty by an **insured**;
7. the settlement payable under an insurance policy;
8. a dispute relating to an **employee** or for ex-**employee**;
9. adjudication or arbitration.
10. The first £500 if the amount in dispute exceeds £5000 inclusive of VAT.

What is not covered by this policy

The **insured** is not covered for any claim arising from or relating to:

1. costs or compensation awards incurred without **our** consent;
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the **insured** knew or ought reasonably to have known could lead to a claim;
3. an allegation against the **insured** involving:
 - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration;
 - b) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities except in relation to Insured event 12 Crisis communication
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured event 1 Employment), or loss or damage to property owned by the **insured**;
5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants);
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners, except in relation to mediation under Insured event 11 d);
7. franchise or agency agreements;
8. a judicial review;
9. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6;
10.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed;
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**.
11. The payment of fines, penalties or compensation awarded against the **insured** (except as covered under Insured event 2 Employment compensation awards or costs awarded against the **insured** by a court of criminal jurisdiction.
12. National Minimum Wage and/or National Living Wage Regulations.

Policy conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens.

1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them;
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**;
- d) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interest
 the **insured** may choose a qualified **appointed advisor** except where the where a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, **we** shall always choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**our** panel solicitor firms are chosen with care and **we** agree terms with them including rates which may be lower than those available from other firms).
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- e) In respect of pursuing a claim under Insured event 13 Contract & debt recovery **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, or settle the claim without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

5. Barrister's opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6.

6. Arbitration

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described at the back of this policy and **we** will try to resolve the matter.

If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service, the **insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties.

The loser of the dispute shall be liable to pay the costs incurred.

If **we** and the **insured** fail to agree on a suitable person to arbitrate the matter, **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent claims and claims tainted by dishonesty

a) If the **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.

b) An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:

i) affected **our** assessment of **reasonable prospects of success**, and;/or

ii) prejudiced any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs & expenses**.

9. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This section will be governed by English Law.

Meaning of Words & Terms

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed advisor

- The
- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of the **insured**;
 - 2) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Employee

A worker who has or alleges they have entered into a contract of service with **you**, provided they have been declared to **us**.

Insured

1. **You, your** directors, partners, managers, officers and **employees** of **your business**.
2. A person declared to **us**, who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your employees** and who performs work under **your** supervision.

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Legal costs & expenses

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 4 Tax protection by the **appointed advisor** and agreed by **us** in advance.
4. **Your employee's** basic wages or salary under Insured event 9 Loss of earnings in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under Insured event 11e) Executive suite and 12 Crisis communication.
6. Health and safety executive fees for intervention.
7. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 11 c) where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.

Period of insurance

The period shown in the schedule to which this policy attaches.

Reasonable prospects of success

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

Where it has been determined that **reasonable prospects of success** as set out in 1, 2 and 3 above do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial limit

For Insured events 6 Legal defence, and 13 Contract & debt recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your

The **business** named in the schedule, including any subsidiary and/or associated companies declared to **us**.