

MGAM Limited

MGAM  
CONTRACTORS  
LIABILITY  
INSURANCE  
POLICY  
WORDING

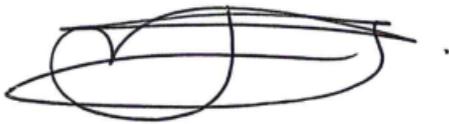
# CONTRACTORS LIABILITY INSURANCE

This is to certify that in accordance with the authorisation granted under Contracts (as identified in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer(s)** listed therein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability or **Sums Insured** expressed in the **Policy Schedule** or contained herein or such other Limits of Liability or **Sums Insured** as may be substituted by **Endorsement** and agreed by them or on their behalf.
- (2) this insurance provides cover only in respect such **Sections** of the **Policy Schedule** as are specified as being covered or have a Limit of Liability or **Sum Insured** shown against them.
- (3) this insurance is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This **Policy** has been issued and signed for and on behalf of the **Insurer** by



Jason Anthony  
Chief Executive Officer  
MGAM Limited  
Authorised signatory

# Contents

This part of the **Policy** provides key information and gives an overview of the **Policy**.

Page number

## **CUSTOMER INFORMATION STATEMENTS**

The Coverholder	5
Several Liability	6
What to do if You have a Complaint	6
Financial Ombudsman Service	7
Compensation Scheme	7
Your insurance and the information disclosed by You	7
Observance of insurance terms and suspension of cover	8
Your right to cancel	8
The law that governs the interpretation of this insurance	8
Claims notification - This part of the <b>Policy</b> details the procedure to be followed where <b>You</b> wish to notify a claim.	8
Privacy Notice	8

**DEFINITIONS** - This **Section** sets out the specific meaning given to certain words and terms used in this **Policy**. **10**

**SECTION A - EMPLOYERS' LIABILITY** - This **Section** sets out the Employers' Liability cover provided by the **Policy** and it includes specific terms applicable to this cover, including Exclusions, Conditions and Extensions. **13**

Insuring Clause	13
Limit of Liability	13
Exclusions	13
Conditions	13
Extensions	14

**SECTION B - PUBLIC LIABILITY** - This **Section** sets out the Public Liability cover provided by the **Policy** and it includes specific terms applicable to this cover, including Exclusions, Conditions and Extensions. **16**

Insuring Clause	16
Limit of Liability	16
Exclusions	16
Conditions	17
Extensions	18

**SECTION C - PRODUCTS LIABILITY** - This **Section** sets out the Products Liability cover provided by the **Policy** and it includes specific terms applicable to this cover, including Exclusions, Conditions and Extensions. **20**

Insuring Clause	20
Limit of Liability	20
Exclusions	20
Conditions	21
Extensions	22

**EXTENSIONS TO SECTIONS A, B and C** - This **Section** sets out Extensions which are specific to the Employers' Liability, Public Liability and Products Liability covers provided by **Sections A, B and C**. **23**

**SECTION D – TOOLS OF TRADE AND BUSINESS EQUIPMENT** - This **Section** sets out the Property insurance cover provided by the **Policy** and it includes specific terms applicable to this cover, including Exclusions, Conditions and Extensions. **27**

Definitions	27
Insuring Clause	27
Limit of Liability	27
Exclusions	27
Conditions	28
Special Extension	29

**SECTION E – COMMERCIAL LEGAL PROTECTION** - This **Section** sets out the Legal Costs & Expenses cover provided by the **Policy** and it includes specific terms applicable to this cover, including Exclusions and Conditions. **30**

Definitions	30
Insuring Clause	31
Insured Incidents	31
Exclusions	34
Conditions	35

**GENERAL EXCLUSIONS** - Exclusions explain when **You** are not covered. This part of the **Policy** contains Exclusions that apply to the entire **Policy**. There are also Exclusions that apply more specifically to each **Section** of the **Policy** and these are set out in the relevant **Sections** to which they apply. **39**

**GENERAL CONDITIONS** - This part of the **Policy** sets out the rights, obligations and conditions, relating both to **You** and **Us**, which are applicable to the entire **Policy**. There are also Conditions that apply more specifically to each **Section** of the **Policy** and these are set out in the relevant **Sections** to which they apply. **43**

# CUSTOMER INFORMATION STATEMENTS

This insurance contract is an important document that **You** should read and store carefully. It sets out what is and is not covered under the insurance cover **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This **Policy** consists of:

1. the **Schedule** (in a separate document),
2. these Customer Information Statements,
3. **Sections** A-E, which set out the covers provided by each **Section** and their specific terms,
4. the Extensions to **Sections** A, B and C,
5. the Definitions, General Exclusions and General Conditions; plus
6. any **Endorsements** (in a separate document if issued),

all of which are to be read as one contract (together the "**Policy**").

The insurance cover provided under each of **Sections** A-E of this **Policy** is subject to:

- (i) the **Section** being stated as included in the **Schedule**; plus
- (ii) any terms, Conditions, Extensions and Exclusions which are specific to the relevant **Section**; plus
- (iii) all the General Exclusions and General Conditions set out within this **Policy**.

Words and terms starting with an upper case letter which are printed in bold type have special meaning and are defined in the Definitions **Section**. Insofar as such words and terms have a special meaning in relation to specific **Sections**, they are defined in the relevant **Section** itself.

This document has been issued by the **Coverholder** as an agent of the **Insurer**.

Please read the **Schedule** carefully and if it is incorrect return it immediately to **Your** insurance broker or intermediary for alteration.

It is essential that:

- **You** check that each of the Insured **Sections** and the **Schedule** are correct.
- **You** comply with **Your** duties under each **Section** and under this insurance as a whole.

This document should be kept in a safe place as **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 certificates for at least 40 years.

**You** have a duty at inception and renewal of this insurance and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

**You** must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the **Policy** number specified in the **Schedule** should be quoted.

Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.

If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

The headings in this **Policy** are for reference only and shall not be considered when determining the meaning of this **Policy**.

**Your** insurance may be invalidated if **You** have failed to comply with any of the terms and conditions of this **Policy**.

## The Coverholder

The **Coverholder** shall mean the **Coverholder** specified in the **Schedule** (referred to herein as the **Coverholder**).

The **Coverholder** is authorised and regulated by the Financial Conduct Authority (the "FCA") – their FCA firm reference number is specified in the **Schedule**.

## Several Liability

This notice contains important information. **You** should read it carefully.

The liability of an insurer under this insurance is several and not joint with other insurers party to this insurance. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this insurance.

The proportion of liability under this insurance underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this insurance.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this insurance. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this notice to "this insurance" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

## What to do if You have a Complaint

Sections A to D inclusive:

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

In the first instance please contact **Your** insurance broker or intermediary who arranged this insurance for **You** or contact the **Coverholder** using the details specified in the **Schedule**.

If **Your** complaint is not resolved to **Your** satisfaction please contact MGAM Limited by email: [complaints@mgamutual.com](mailto:complaints@mgamutual.com)

Details of any internal complaint handling procedures are available on request.

If **You** remain dissatisfied after MGAM have considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS) using the details shown below.

Section E:

If **Your** complaint is about the way a policy was sold to **You**, please contact the insurance intermediary who sold the policy to **You**.

If **Your** complaint is about **Your** claim, **We** are committed to providing a high level of service, but if **You** believe that **We** have not delivered the service **You** expected from **Us**, please let **Us** know so that **We** can put things right. If **You** wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB  
Email: [info@Irwell.co.uk](mailto:info@Irwell.co.uk)  
Telephone: 0161 836 9247

**We** will contact **You** within 3 days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve **Your** complaint within 4 weeks. If it will take **Us** longer, **We** will explain why and let **You** know when **You** can expect **Our** final response.

If **You** are not happy with **Our** response to **Your** complaint, or **You** have not received a response within 8 weeks of the date **We** received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but **Your** complaint must be submitted to them within 6 months of receiving **Our** final response.

## Financial Ombudsman Service

Contact details for the FOS are:

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

Telephone: 0800 023 4567 (calls to this number are free from “fixed lines” in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

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 FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The FOS’s decision is binding upon **Us**, but **You** are free to reject it without affecting **Your** legal rights.

Accepting an award made by the FOS may affect **Your** rights to subsequently take legal action.

## Compensation Scheme

**We** contribute to the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the FSCS if **We** are unable to meet **Our** liabilities. For compulsory insurance **You** may be entitled to compensation up to 100% of the claim. For non-compulsory types of insurance **You** may be entitled to compensation of up to 90% of the claim.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU

Telephone: 0207 741 4100 or 0800 678 1100

or **You** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk)

## Your insurance and the information disclosed by You

In deciding to accept this insurance 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** insurance 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 and that it was not deliberate or reckless on **Your** part, it can still adversely affect **Your** insurance and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** an insurance but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under this insurance. **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 £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** will only pay 25% of any claim.

- (b) **We** may treat this insurance 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 or intermediary. **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.
- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend this insurance to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** insurance in accordance with its cancellation provisions.

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

- (i) intend to treat **Your** insurance as if it never existed; or

- (ii) amend the terms of **Your** insurance; or
- (iii) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes, **You** must inform **Us** without delay. **We** will be entitled to vary the premium and the terms for the rest of the **Period of Insurance** or, if the changes make the risk unacceptable to **Us**, **We** are under no obligation to make them and may no longer be able to provide **You** with insurance cover in which case **We** may cancel **Your** insurance cover in accordance with the cancellation provisions.

### **Observance of insurance terms and suspension of cover**

Every condition precedent that applies to this insurance (whether to one or more **Sections** or this insurance as a whole) shall apply and continue to be in force during the whole currency of this insurance. If **You** breach any such condition precedent cover will be suspended for the period from the date of the breach until the breach has been remedied.

**We** will have no liability under this insurance in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition precedent unless **You** can prove that the breach of the condition precedent could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Your right to cancel**

In the first year of this insurance **You** have the right to cancel this insurance within 14 days of receiving the contract documentation or from the day of the conclusion of the contract, whichever day is the later, and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purposes of this cancellation clause, it will be considered that **You** will have received the insurance documents upon the day following the date they were posted to **You** by first class post or were supplied to **You** electronically or **You** were supplied with the means by which **You** could access them electronically.

If **You** do cancel this insurance within the initial 14 day period, then no cover will have been in place from the date of inception, as specified in the **Schedule**, and no liability whatsoever shall attach to **Us** in respect of this insurance.

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.

To exercise **Your** right to cancel please contact the insurance broker or intermediary who arranged this cover for **You**.

### **The law that governs the interpretation of this insurance**

All disputes concerning the interpretation of this insurance are understood and agreed by both **You** and **Us** to be subject to English Law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court. In the event that, at the commencement of the **Period of Insurance**, **You** are resident in (or if **You** are a business, **Your** registered office or principal place of business is situated in) Scotland or Northern Ireland then the law of that country will apply.

### **Claims notification**

All claims under this insurance are to be notified to **Us** using the following method and quoting the **Policy** number:

Please notify **Our** appointed claims representatives using the contact details specified in the **Schedule**.

### **Privacy Notice**

by MGAM Limited (the intermediary acting on behalf of the **Insurers**)

as specified in the **Schedule**.

by Convex Insurance UK Limited (the **Insurer**) - **Sections** A to D inclusive

The **Insurer**, Convex Insurance UK Limited, collects and processes data, in order to deliver insurance services such as providing **You** with a quote, processing claims and administration purposes. The **Insurer** also processes data for recruitment purposes, relationship management and dealing with complaints.

The data that the **Insurer** collects from **You** and how the **Insurer** processes that data will depend on their relationship with **You**. Consequently, the **Insurer** will collect relevant data dependent on whether **You** are an applicant (policyholder),

beneficiary, a claimant, a witness, a broker, a potential **Employee** or a third party. The type of personal information the **Insurer** may collect will depend on the purpose for which it is collected.

The **Insurer** will process **Your** data for a number of purposes and these will be conducted under a 'lawful basis for processing' which means that they have a legitimate interest in processing **Your** data.

The **Insurer** will keep personal data confidential and will only share it where necessary.

Under data protection law **You** have a number of rights in relation to the personal data held. **You** can exercise those rights by contacting the **Insurer** at any time.

The **Insurer's** full Privacy Notice is available at [www.convexin.com](http://www.convexin.com). If **You** would like further information about any of the matters in this notice or have other questions about how the **Insurer** collects, stores or uses personal data, contact their Data Protection Officer at [dataprotectionofficer@convexin.com](mailto:dataprotectionofficer@convexin.com) or by writing to Data Protection Officer, Convex Insurance UK Limited, 52 Lime Street, London, EC3M 7AF.

by Irwell Insurance Company Limited (the **Insurer**) – Section E

**We** are committed to protecting **Your** privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that **We** may collect from **You**, as well as the ways in which **We** may process data relating to **You** and **Your** company. This notice should be read in conjunction with **Our** products terms and conditions. The specific company also acting as a data controller of your personal information will be listed in this policy documentation.

**We** may process personal data in order to arrange **Your** insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market **Our** products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, **We** may use it for the purposes more particularly described below.

Who is Irwell Insurance?

Irwell Insurance Company Limited is an insurance company based in the UK. **We** offer insurance to limited companies, sole traders, partnerships, and individuals for the purpose of insuring **You**.

What personal information do **We** collect and use?

For the provision of **Our** products in some circumstances, **We** may need to obtain and process more sensitive personal information about **You** and **Your** company, such as information relating to health, criminal convictions, or civil offence data. **We** may also process other sensitive personal information including details of **Your** race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning **Your** sex life or sexual orientation if relevant to **Your** policy or claim.

This information once gathered may form part of the underwriting of the policy or form part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in **Our** notice.

How long will we keep **Your** data for?

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of **Your** claim, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Will **Your** data leave the EEA?

**We** may store, process or transfer information **We** collect about **You** to destinations outside of the European Economic Area ("EEA"). Where this happens, **We** ensure that **Your** information is treated securely using appropriate safeguards. For example, **We** would protect any transfer of data to another party with standard contractual clauses (SCC's) built in as part of the contractual obligations in accordance with GDPR legislation.

## DEFINITIONS

This **Section** sets out the specific meaning given to certain words and terms used in this **Policy**.

These definitions apply to all of this insurance contract (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.

Each **Section** or Extension may include definitions unique to that **Section** or Extension.

**1) Asbestos** means:

asbestos fibres or particles or any derivatives of asbestos including any product or material containing asbestos, asbestos fibres or particles or any derivatives of asbestos.

**2) Bodily Injury** means:

physical or mental injury including death, illness, disease, mental anguish or shock but not defamation.

**3) Business** means:

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

**4) Contractual Liability** means:

liability attaching to **You** by virtue of a contract but which would not have attached in the absence of such contract.

**5) Conveyance** means:

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

**6) Damage** means:

physical loss or destruction or damage.

**7) Data** means:

information represented or stored electronically including but not limited to code or series of instructions, operating systems, software programs and firmware.

**8) 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 programs, software and other coded instructions for the processing and manipulation of **Data** or the direction and manipulation of such equipment.

**9) Employee(s)** means:

- (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 voluntary helper
- (g) any outworker or homeworker

under **Your** control and supervision while working for **You** in connection with **Your Business**.

This definition shall not include any bona fide sub-contractor.

**10) Endorsement(s)** means:

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

- 11) **Incident** means:  
an occurrence of **Damage to Property** used by **Your Business** carried on at the premises.
- 12) **Insured/You/Your** means:  
the person or corporate body or organisation detailed in the **Schedule**.
- 13) **Insurer/Our/Us/We** means:  
Insurer(s) whose identity is stated in the **Schedule**.
- 14) **Microchip** means:  
a unit of packaged computer circuitry manufactured in small scale and made for program logic including computer memory purposes and expressly including integrated circuits and microcontrollers.
- 15) **Offshore Activity** means:  
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**
- 16) **Offshore Installation** means:  
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.
- 17) **Period of Insurance** means:  
the period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.
- 18) **Pollution or Contamination** means:  
pollution or contamination of buildings or structures or of water or land or the atmosphere  
and  
all loss, **Damage to Property** or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination.
- 19) **Principal** means:  
any person, employer, firm, company, ministry or authority for whom **You** carry out a contract for the performance of work.
- 20) **Product Supplied** means:  
any product or thing (including containers, packaging or labelling) sold, supplied, erected, repaired, altered, treated, installed, processed, manufactured, tested, serviced, hired out, stored, transported or delivered by **You** in the course of **Your Business** from premises within the **Territorial Limits**.
- 21) **Property** means:  
material property.
- 22) **Proposal** means:  
any completed proposal form and/or information provided by **You** or on **Your** behalf in connection with this insurance including all declarations and/or statements of fact and/or instructions.
- 23) **Schedule** means:  
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**.
- 24) **Section(s)** means:  
the parts of this insurance that detail the cover provided by each individual Section of this insurance.
- 25) **Sum Insured** means:  
**Our** limit of liability in respect of **Damage to Property** as shown in the **Schedule**.

**26) System** means:

computers, other computing and electronic equipment linked to a computer, hardware, software programs, **Data** processing equipment, **Microchip** and anything which relies on a **Microchip** for any part of its operation and includes for the avoidance of doubt any computer installation.

**27) Territorial Limits** means:

Great Britain, Northern Ireland and the Isle of Man.

**28) 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.

**29) Virus** means:

programming code designed to achieve an unexpected, unauthorised and/or undesirable effect or operation when loaded onto a **System**, transmitted between **Systems** by transfer between computer **Systems** via networks, extranets, internet, electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self-replication or not.

## SECTION A - EMPLOYERS' LIABILITY

Cover under **Section A** is subject to the Conditions and Exclusions set out within this **Section A**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions **Sections** of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions **Section** of the **Policy**.

### Insuring Clause

**We** will cover **You** for **Your** legal liability for **Bodily 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**.

### Limit of Liability

**Our** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section** but, if the **Bodily Injury** arises from **Asbestos** or **Terrorism**, then **Our** limit of liability shall not exceed £5,000,000.

### Exclusions

**We** will not provide cover for liability:

- 1) 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.
- 2) caused by or arising from any **Offshore Activity**.
- 3) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 4) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

Cover under **Section A** is also subject to the General Exclusions set out in the General Exclusions **Section** of the **Policy**.

General Exclusions 3 (Communicable Disease), 5 (Date Recognition), 6 (Loss of Electronic Data), 11 (Terrorism) and 12 (War and Similar Risks) do not apply to this **Section A**. General Exclusion 9 (Radioactive and Other Contamination) applies to **Section A** only 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.

### Conditions

#### 1) Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

**You** will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

## 2) 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.

## 3) 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** will not be under any further liability in respect of such claim or claims.

## 4) 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.

## 5) Rights of Recovery

The cover provided under this **Section** is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to **Employees** within the **Territorial Limits** or **Offshore Installations** within the continental shelf around those countries may require but **You** shall repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Cover under **Section A** is also subject to the General Conditions set out in the General Conditions **Section** of the **Policy**.

## Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. These Extensions apply only to this **Section A** of the **Policy**.

### 1) Unsatisfied Court Judgments.

Where a judgment for damages has been obtained by any **Employee** or the legal personal representatives of any **Employee** in respect of **Bodily Injury** sustained by the **Employee** arising out of and in the course of employment by **You** in connection with **Your Business** and such judgment remains unsatisfied in whole or in part 6 months after the date of judgment then, at **Your** request, **We** will pay to the **Employee** or their legal personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

- (a) the judgment for damages has been obtained against a company, partnership or individual (but not against **You**) operating from or resident in premises within the **Territorial Limits** in any court situated in the **Territorial Limits**.
- (b) there is no appeal outstanding.
- (c) if any such payment is made by **Us**, the **Employee** or their legal personal representatives shall assign the judgment to **Us**.
- (d) this **Section** of **Your** insurance is operative at the time that such **Bodily Injury** is sustained and cover will only apply in respect of those damages that relate to **Bodily Injury** sustained during the **Period of Insurance**.
- (e) **Our** liability for damages, costs and expenses shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

### 2) Work Overseas.

The cover provided under this **Section** shall extend to cover **You** for **Your** legal liability for **Bodily Injury** sustained by any **Employee** whilst undertaking work on a temporary basis within any country outside of the **Territorial Limits** provided that:

- (a) any such **Employee** is ordinarily resident within the **Territorial Limits**.
- (b) **We** will not provide cover for any medical expenses or repatriation costs.
- (c) **We** will not provide cover in respect of any amount payable under Workers' Compensation, Social Security or Health Insurance legislation.

## SECTION B - PUBLIC LIABILITY

Cover under **Section B** is subject to the Conditions and Exclusions set out within this **Section B**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions **Sections** of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions **Section** of the **Policy**.

### Insuring Clause

**We** will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**
- 3) obstruction, trespass, nuisance or interference with any right of way, air, light or water or other easement
- 4) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution

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

### Limit of Liability

**Our** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

### Exclusions

**We** will not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) 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.
- 3) 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**.
- 4) 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.
  - (c) **Damage to Property** which comprises 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.
- 5) in respect of **Damage to Property**:
  - (a) belonging to **You**.
  - (b) in **Your** or any **Employee's** custody or control other than personal effects including vehicles and their contents of any of **Your** visitors, directors, partners and/or **Employees**.

- (c) being that part of any **Property** on which **You** or any of **Your Employees** or agents is or has been working where **Damage** arises out of such work.
- 6) 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**.
- 7) caused by or arising from advice, design or specification **You** provided for a fee.
- 8) (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
- (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 9) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 10) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 11) 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. This exclusion will not apply to claims in respect of **Damage** to premises including their fixtures and fittings leased, rented or hired to **You**.
- 12) out of the use away from **Your** premises of any oxy-acetylene or electric welding or power driven cutting or grinding equipment or other spark emitting equipment or any blow lamp or blow torch or other equipment producing a naked flame.

Cover under **Section B** is also subject to the General Exclusions set out in the General Exclusions **Section** of the **Policy**.

## Conditions

### 1) Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

**You** will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury**

and **Damage to Property**.

- (g) give immediate notice in writing to **Us** if **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

## 2) **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.

## 3) **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 of 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.

Cover under **Section B** is also subject to the General Conditions set out in the General Conditions **Section** of the **Policy**.

## **Extensions**

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. These Extensions apply only to this **Section B** of the **Policy**.

### 1) **Buildings Temporarily Occupied**

Exclusion (5) (b) 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.

### 2) **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.

### 3) **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.

### 4) **Leased or Rented Premises**

Exclusion (5) (b) to this **Section** shall not apply to liability for **Damage** to premises including their fixtures and fittings leased or rented to **You** provided that **We** will not provide cover for:

- (a) **Contractual Liability**.
- (b) the first £500 of each and every occurrence of **Damage** to premises caused other than by fire or explosion.

### 5) **Motor Contingent Liability**

Notwithstanding Exclusion (2) (c) to this **Section** **We** will cover **You** (and no other person for the purpose of this extension) for **Your** legal liability for **Bodily Injury** or **Damage to Property** caused by or arising from any motor vehicle or trailer attached thereto which do not belong to or are provided by **You** being used in the course of **Your Business** provided that **We** will not provide cover for liability:

- (a) in respect of **Damage** to any such vehicle or trailer or **Property** conveyed therein or thereon.

- (b) for which cover is provided by any other insurance.
- (c) caused or arising whilst such vehicle or trailer is:
  - (i) engaged in racing, pace-making, reliability trials or speed testing.
  - (ii) being driven by **You**.
  - (iii) being driven with **Your** general consent or the consent of **Your** representative by any person who to **Your** knowledge or the knowledge of **Your** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
  - (iv) used elsewhere other than within the **Territorial Limits**.

## 6) Motor Vehicles

Exclusion (2) (c) to this **Section** shall not apply to liability caused by or arising from:

- (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.

## 7) Overseas Personal Liability

**We** will cover **You** or at **Your** request:

- (a) any director, partner or **Employee** of **Your Business**
- (b) **Your** spouse or **Your** child or the spouse or child of any of the persons stated in (a) above who are accompanying **You** or such persons

for legal liability incurred by **You** or such persons in a personal capacity in a country outside of the **Territorial Limits** whilst on a temporary visit to such country in connection with **Your Business** provided that:

- (i) any person entitled to cover under this extension shall as though they were **You** be subject to the terms, Conditions and Exclusions of this insurance insofar as they can apply.
- (ii) 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.
- (iii) **We** will not provide cover for:
  - (A) **Contractual Liability**.
  - (B) liability for which cover is provided by any other insurance.
  - (C) liability in respect of **Damage to Property** belonging to or in the custody of or under the control of any person entitled to cover under this extension.
  - (D) liability in respect of **Bodily Injury** to any person entitled to cover under this extension.
  - (E) liability caused by or arising from:
    - (I) the ownership or occupation of land or buildings.
    - (II) the carrying on of any business, profession trade or employment.
    - (III) the ownership, possession or use of animals other than horses or domestic dogs or cats.

## 8) Work Overseas

The cover provided under this **Section** shall extend to apply in respect of **Your** legal liability caused by or arising from:

- (a) work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** which is a member of the European Union
- (b) non-manual work being undertaken on a temporary basis by **You** or **Your Employee(s)** within any country outside of the **Territorial Limits** and not a member of the European Union

provided **You** or **Your Employee(s)** are ordinarily resident within the **Territorial Limits**.

## SECTION C - PRODUCTS LIABILITY

Cover under **Section C** is subject to the Conditions and Exclusions set out within this **Section C**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions **Sections** of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined in the Definitions **Section** of the **Policy**.

### Insuring Clause

We will cover **You** for **Your** legal liability for accidental:

- 1) **Bodily Injury** to any person
- 2) **Damage to Property**

occurring during the **Period of Insurance** anywhere in the world and caused by or arising from any **Product Supplied**.

### Limit of Liability

**Our** limit of liability for damages and claimant's costs, fees and expenses payable in respect of any occurrence and in the aggregate in respect of all occurrences during any one **Period of Insurance** shall not exceed the amount stated in the **Schedule** as the Limit of Liability for this **Section**.

### Exclusions

We will not provide cover for liability:

- 1) in respect of **Bodily Injury** to any **Employee** arising out of and in the course of employment by **You** in connection with **Your Business**.
- 2) in respect of **Damage** to or the costs or expenses of recalling, repairing, replacing, altering, removing or making any refund in respect of any **Product Supplied** caused by or arising from:
  - (a) any defect in or the harmful nature of or the unsuitability for its intended purpose of such **Product Supplied**.
  - (b) an error or fault in connection with the sale, supply or presentation of such **Product Supplied**.
- 3) caused by or arising from any **Product Supplied** whilst in **Your** custody or under **Your** control or the control of any **Employee**.
- 4) caused by or arising from any **Product Supplied** which to **Your** knowledge is for:
  - (a) use in or on any aircraft or aerospace device.
  - (b) aviation or aerospace purposes.
  - (c) use in the safety or navigation of marine craft of any sort.
- 5) caused by or arising from any **Product Supplied** which to **Your** knowledge is for use in or supply to the United States of America or Canada.
- 6) arising from **Contractual Liability** other than liability arising out of a condition or warranty of goods implied by law but **We** will not in any event provide cover in respect of liquidated damages or liability under any penalty clause.
- 7) 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**

- 8) caused by or arising from advice, design or specification **You** provided for a fee.
- 9)
  - (a) in respect of mental injury, mental anguish or shock or fear of suffering death, **Bodily Injury**, illness or disease arising out of the actual, alleged or suspected presence or release of **Asbestos** or exposure to or inhalation of **Asbestos**.
  - (b) for the costs of management (including those of any persons under any statutory duty to manage), removal, mitigation, remediation, repair, alteration, recall, rectification, replacement or reinstatement of any **Property** or part thereof arising out of the presence of **Asbestos**.
- 10) for punitive, exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.
- 11) arising from any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada (or from any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).
- 12) 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.

Cover under **Section C** is also subject to the General Exclusions set out in the General Exclusions **Section** of the **Policy**.

### Conditions

#### 1) Claims notification

In the event of an occurrence which may give rise to a claim under this **Section**:

**You** will:

- (a) give written notice to **Us** as soon as reasonably practicable of any circumstance which may give rise to a claim under this **Section** with full particulars of such circumstance. All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.
- (b) provide all additional information **We** may require within the time stipulated by **Us**.
- (c) forward unanswered to **Us** immediately they are received, every claim form, summons or other originating process or any letter of claim or other written notification of claim and all documents relating thereto.
- (d) give immediate notice in writing to **Us** of any impending prosecution, inquest or fatal accident inquiry.
- (e) at all times and in addition to the obligations set out above forward such information to and cooperate with **Us** or **Our** appointed agents to allow **Us** to be able to comply with such relevant practice, directions and pre-action protocols as may be in force.
- (f) carry out and permit to be taken any action which may be reasonably practicable to prevent further **Bodily Injury** and **Damage to Property**.
- (g) give immediate notice in writing to **Us** if **You** become aware of any RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995) incident involving any person which may result in a claim hereunder.

#### 2) 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.

#### 3) 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.

Cover under **Section C** is also subject to the General Conditions set out in the General Conditions **Section** of the **Policy**.

## Extensions

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extension the Limit of Liability for this **Section** applies. This Extension applies only to this **Section C** of the **Policy**.

### 1) 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.

## EXTENSIONS TO SECTIONS A, B and C

The terms of **Sections A, B and C** and the General Conditions and General Exclusions of this insurance apply to these Extensions and where no limit or maximum liability is stated in the Extensions the **Section** Limit of Liability applies.

These extensions apply to the Employers' Liability, Public Liability and Products Liability **Sections** (where those **Sections** are specified in the **Schedule** as being included) to the extent specified below.

### 1) Additional Activities

**We** will provide cover in respect of **Your** legal liability caused by or arising from any of the activities stated below where these are undertaken as part of and are ancillary to **Your Business**:

- (a) the provision and management of catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services.
- (b) the ownership, repair, maintenance and decoration of **Your** premises.
- (c) private work carried out by any **Employee** with **Your** consent for any of **Your** directors or partners.
- (d) participation in exhibitions, trade fairs, conferences and the like.
- (e) sponsorship of events or organisations or entities or individuals.
- (f) repair, maintenance or servicing of **Your** own mechanically propelled vehicles.
- (g) provision of gifts and promotional material.

### 2) Consumer Protection Act 1987 and Consumer Rights Act 2015

**We** hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Consumer Protection Act 1987 and similar legislation under the Consumer Rights Act 2015 which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this insurance.

**We** will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

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 the **Section** under which the claim is made.

### 3) Costs of Court Attendance

If any of the under mentioned persons attend court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to cover under this insurance **We** will reimburse **You** at the following rates per day for each day on which attendance is required:

- (a) any of **Your** directors or partners                      £500.
- (b) any **Employee**    £250.

### 4) Cover for Other Persons

**We** will also provide cover as if a separate insurance had been issued:

- (a) to **Your** legal personal representatives or the legal personal representatives of any other person entitled to cover under this insurance but only in respect of liability incurred by **You** or such other person

- (b) to any **Principal** but only to the extent required by the contract for work and which arises solely out of the work performed for the **Principal** by **You** or on **Your** behalf but not any **Principal** who is located within the United States of America or Canada.
- (c) to any owner of plant hired to **You** but only to the extent required by the conditions of the contract of hire and not to any such owner who is located within the United States of America or Canada
- (d) at **Your** request to:
  - (i) any officer or member of **Your** catering or social or sports or educational or medical or dental or welfare organisations or nursery or crèche or child care facilities for the benefit of **Your Employees** and fire or security or first aid and ambulance services in their respective capacity as such but not any medical or dental practitioner in respect of medical or dental services provided
  - (ii) any of **Your** directors or partners or **Employees** while acting in connection with **Your Business** in respect of liability for which **You** would be entitled to cover under this insurance if the claim for which cover is being sought had been made against **You**

provided that:

- (i) any persons specified above shall as though they were **You** be subject to the terms Conditions and Exclusions of this insurance in so far as they can apply.
- (ii) 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 the **Section** under which the claim is made regardless of the number of persons claiming to be covered.

## 5) Defence Costs and Expenses

**We** shall provide cover in respect of all costs and fees and expenses incurred with **Our** prior written consent in the defence or settlement of any claim for which cover is provided by this insurance including legal expenses:

- (a) arising out of representation at any coroner's inquest or fatal accident enquiry
- (b) arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this insurance including the defence of any charge of manslaughter

provided that:

- (i) the proceedings relate to an offence alleged to have been committed during the **Period of Insurance** and in the course of the **Business**.
- (ii) **We** will not be liable for any fines or penalties imposed as a consequence of any such prosecution.

Any consent given by **Us** in relation to incurring defence costs shall cease if opinion is obtained from instructed solicitors or counsel stating that any of the following apply:

- (I) there is no reasonable prospect of a defence to a prosecution relating to (a) or (b) above.
- (II) the defence of any such prosecution ceases to be relevant to the defence of any claim for damages for which cover is provided by this insurance.
- (III) the prosecution relates to a deliberate act or omission that is intended to cause **Bodily Injury**.

Depending upon which **Section** the claim for damages is being made, defence costs as provided for above:

- (A) are included within the amount stated in the **Schedule** as the Limit of Liability for the Employers' Liability **Section**.
- (B) will be payable in addition to the amounts stated in the **Schedule** as the Limit of Liability for the Public Liability **Section** and the Products Liability **Section**.

In respect of the Public Liability and Products Liability **Sections**, if a payment exceeding the amount stated in the **Schedule** as the Limit of Liability for the **Section** under which the claim attaches has to be made by **You** to dispose of the claim **Our** liability to pay any defence costs in connection therewith shall be limited to such proportion of the defence costs as the Limit of Liability bears to the amount paid to dispose of the claim.

## 6) Food Safety Act 1990 and The Food Safety and Hygiene (England) Regulations 2013

**We** hereby agree to cover **You** under the Public Liability and Products Liability **Sections** for:

- (a) costs and expenses incurred with **Our** written consent.

- (b) costs and expenses awarded against **You**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence under Part II of the Food Safety Act 1990 and similar legislation under The Food Safety and Hygiene (England) Regulations 2013 which occurs during the **Period of Insurance** and where the circumstances of the alleged offence may be the subject of cover under this insurance.

**We** will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

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 the **Section** under which the claim is made.

## 7) **General Data Protection Regulation**

**We** will cover **You** for any compensation claim in respect of material or non-material damage where such damage occurs during the **Period of Insurance** and happens in connection with the **Business**.

Provided that **You**:

- (a) have complied in all respects with **Your** obligations under the Data Protection (Charges and Information) Regulations 2018.
- (b) are not in business as a computer bureau.
- (c) are acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

**We** will not provide cover for:

- (a) any claim in respect of material or non-material damage caused by any deliberate act or omission of **Yours**, where such material or non-material damage could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission.
- (b) any claim in respect of material or non-material damage caused by any act of fraud or dishonesty.
- (c) the costs and expenses of rectifying, rewriting or erasing data (including personal data).
- (d) liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person.
- (e) any regulatory fines or penalties imposed on **You**.
- (f) any material or non-material damage caused by:
  - (i) any deliberate, reckless or negligent act of any **Employee**.
  - (ii) any failure by an **Employee** to act in accordance with **Your** internal policies, procedures and guidelines.

**Our** liability for all damages, costs fees and expenses under this extension shall not exceed £500,000 in the aggregate in any one **Period of Insurance**. This sum will form part of and not be in addition to the applicable Limit of Liability stated in the **Schedule**.

For the purposes of this extension:

- (a) "GDPR" means the General Data Protection Regulation (EU) 2016/679.
- (b) "compensation claim" means any sums which **You** become legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- (c) "controller" shall have the meaning given to it in Article 4 of the GDPR.
- (d) "material or non-material damage" shall be interpreted in accordance with Article 82 of the GDPR.

**8) Health and Safety at Work etc Act 1974**

**We** hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent.
- (b) costs and expenses awarded against **You** or **Your** director(s) or **Employee(s)**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance** under sections 2-8 of the Health and Safety at Work Act 1974 or the Construction (Design & Management) Regulations 2015 or equivalent safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

**We** will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

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 the **Section** under which the claim is made.

**9) Manslaughter and Culpable Homicide**

**We** hereby agree to cover **You** for:

- (a) costs and expenses incurred with **Our** written consent
- (b) costs and expenses awarded against **You** or **Your** director(s) or **Employee(s)**

in connection with a prosecution including (where Counsel advises such an appeal would have reasonable prospects of success) any appeal against a conviction resulting from a prosecution as a result of an alleged offence occurring during the **Period of Insurance**:

- (a) of manslaughter or culpable homicide or
- (b) of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 and where the circumstances of the alleged offence may be the subject of cover under this insurance.

**We** will not provide cover:

- (a) for any fines or penalties imposed on **You**.
- (b) for the amount stated in the **Schedule** as being the Excess for the applicable **Section**.
- (c) where the prosecution results from a deliberate management decision, act or omission and which would knowingly or could reasonably have been expected by **You** to result in a liability or the committing of an offence under the Act.

**Our** liability for all damages, costs fees and expenses under this extension shall not exceed £1,000,000 in the aggregate in any one **Period of Insurance**. This sum will form part of and not be in addition to the applicable Limit of Liability stated in the **Schedule**.

## SECTION D – TOOLS OF TRADE AND BUSINESS EQUIPMENT

Cover under **Section D** is subject to the Conditions, Extensions and Exclusions set out within this **Section D**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions **Sections** of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined below, insofar as they apply specifically to **Section D**, and in the Definitions **Section** of the **Policy**.

### Definition

In this **Section**:

**1) Property Insured** means:

Tools of trade and business equipment being portable hand tools and ladders (including power driven portable hand tools) business and office equipment, computer equipment and software.

(this definition of **Property Insured** applies to this **Section** wherever the words appear starting with an upper case letter and printed in bold except where otherwise stated)

### Insuring Clause

In the event that the **Property Insured** is accidentally **Damaged** by any cause not specifically excluded herein, **We** will cover **You** for such **Damage** and will, at **Our** option, replace or repair or pay for any item or any part thereof that has been so **Damaged** (whether wholly or in part) in accordance with the provisions of the Basis of Settlement condition and provided that the said **Damage** occurs during the **Period of Insurance** and while the **Property Insured** is within the **Territorial Limits**.

### Limit of Liability

The most **We** will pay under this **Section** shall not exceed the **Sum Insured** for each item stated in the **Schedule** for this **Section** and any limit specified in any extension to this **Section**.

### Exclusions

**We** will not cover **You** for:

- 1) Damage to Property Insured** directly or indirectly arising from or caused or contributed to by:
  - (a) wear and tear, moths, vermin, deterioration, rust or any other gradually operating cause, fire or explosion, depreciation, delay or the carriage of explosives, breakdown or failure.
  - (b) mechanical or electrical derangement.
  - (c) **Pollution or Contamination** except (unless otherwise excluded) **Damage** to the **Property Insured** caused by:
    - (i) **Pollution or Contamination** which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes, sprinkler leakage or impact by any road vehicle or animal.
    - (ii) any of the perils listed in (i) above which itself results from **Pollution or Contamination**.
  - (d) contamination of the **Property Insured** by **Asbestos**.
  - (e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  - (f) faulty or defective design, materials or workmanship.
  - (g) operational error or any wilful act or wilful neglect committed by **You** or by **Your Employee(s)**.
  - (h) fraud or dishonesty by any of **Your** directors, partners or **Employees** unless notice has been given to **Us** within seven days of the discovery thereof as provided for in Condition 3.
- 2) Damage** to any part of any machine by its own ignition, electrical breakdown or burn out.
- 3) cleaning, repairing or restoration.**
- 4) unexplained disappearance or inventory shortage.**
- 5) Damage to the Property Insured** occurring whilst in use.

- 6) depreciation, contamination or consequential loss of any description.
- 7) **Damage** to money, documents or title deeds, bonds, bills of exchange, promissory notes, precious stones, bullion, gold or silver articles and jewellery.
- 8) **Damage** to glass other than arising from the explosion of or theft of or accident to a conveying vehicle.
- 9) any costs of replacing or reinstating data or rewriting documents.
- 10) theft from unattended vehicles.

For the purpose of this exclusion, "unattended" means that the carrying vehicle is out of sight of the driver and/or more than one minute's walking distance from the driver.

- 11) **Damage to Property Insured** 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 to Property Insured** by fire or explosion), strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.
- 12) the amount stated in the **Schedule** as being the Excess for this **Section** which **We** will deduct from each and every claim after the application of any applicable condition of Average.

Cover under **Section D** is also subject to the General Exclusions set out in the General Exclusions **Section** of the **Policy**.

General Exclusion 2 (Bona Fide sub-contractors) does not apply to **Section D**.

### Conditions

#### 1) Average

This **Section** is subject to the Condition of Average, that is to say, if the **Property Insured** shall at the time of any loss be of greater value than the **Sum Insured** hereby, **You** shall only be entitled to recover hereunder such proportion of the said loss as the **Sum Insured** by this insurance bears to the total value of the said **Property Insured**.

#### 2) Basis of Settlement

In the event of **Damage** to the **Property Insured** **We** will at **Our** option repair or replace the **Damaged** item(s) or pay **You** the actual value of the **Damaged** items at the time of the **Damage**.

#### 3) Claims

On the happening of any occurrence which may give rise to a claim under this **Section**, **You** must:

- (a) give all information and assistance **We** may require.
- (b) take all practicable steps to recover **Property** lost and otherwise minimise the claim.
- (c) within thirty days or such further time as **We** may allow in writing, deliver to **Us** a written claim providing at **Your** own expense all details, proofs and information regarding the cause and amount of **Damage** as **We** may reasonably require together with details of any other insurances on any **Property** covered by this insurance and (if demanded) a statutory declaration of the truth of the claim and/or any related matters.
- (d) give **Us** notice in writing within seven days of **Damage to Property Insured** caused by riot or within seven days of discovery in the event of fraud or dishonesty by any of **Your** directors, partners or **Employees**.
- (e) in respect of **Damage to Property Insured** caused by theft or malicious persons give immediate notice to the police authority, and take all practical steps to discover any guilty person or persons and recover the **Property**.

All claims should be notified to **Us** using one of the methods described in the Customer Information Statements section near the beginning of this document.

#### 4) Minimum Security Requirements

The following devices are to be put into full and effective operation at night and whenever **Your** premises are unattended unless varied in writing by **Us**:

- (a) all external doors at the premises together with internal doors which give access to any part of the building not occupied by **You** shall be fitted and secured with one of the following:
  - (i) a mortice deadlock with boxed metal striking plate or a rim lock either of which conforms to BS3621 Specification for Thief Resistant Locks.

- (ii) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturer's instructions.
- (iii) all aluminium framed doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate.
- (iv) all UPVC doors to be fitted with an integral cylinder operated swing bolt mortice lock with high security cylinder rose and armoured striking plate or a multi-point locking system with a minimum of three locking points of which at least the central one must contain a horizontal dead lock or hook bolt with a minimum engagement in keep of 10 mm. The profile cylinder for use with the lock must have a minimum of 5 pins and anti-drill inserts.
- (v) two key operated locking mechanisms or one key operated locking mechanism with:
  - (A) 300mm tower bolts fitted top and bottom.
  - (B) steel or timber cross bars fitted internally.
- (b) all outward opening external doors and internal doors which give access to any part of the building not occupied by **You** to be fitted and secured with hinge bolts top and bottom.
- (c) steel or aluminium roller shutters to be secured by at least two of the following:
  - (i) integral locking mechanism fitted to bottom rail of shutter.
  - (ii) proprietary guide mounted locking system (pinlocks).
  - (iii) a five or more lever close shackle padlock and matching locking bar fitted in accordance with the manufacturer's instructions.
- (d) all accessible opening windows, fanlights and skylights including those accessible from decks, roofs, fire escapes or downpipes to be fitted with key operated locks or solid steel or iron bars or security grilles.

Note: This condition shall not apply to any door or window officially designated a fire exit by the fire authority.

## 5) Tools Security

It is a condition precedent to cover hereunder that, when tools (as provided for below) are left unattended overnight or during the day if contract works are being performed at night or on non-working days, such tools (comprising machine attachments, power tools, hand tools, manually powered implements and other unpowered tools) are retained:

- (i) within a locked building built mainly of brick, stone, concrete or other non-combustible materials, or
- (ii) within a locked metal container or receptacle which is within a locked compound or yard, or
- (iii) within a locked and alarmed vehicle which is situated on the driveway of **Your** home or within an attended or locked garage, compound or yard.

Cover under **Section D** is also subject to the General Conditions set out in the General Conditions **Section** of the **Policy**.

### Special Extension

The Special Extension applies only if specified as "Included" in the **Schedule**.

The terms of this **Section** and General Conditions and General Exclusions of this insurance apply to this Extension. This Extension applies only to this **Section D** of the **Policy**.

#### 1) Theft from unattended vehicles

**We** agree that Exclusion 10 to this **Section** does not apply and that the cover provided by this **Section** includes theft of the **Property Insured** from unattended vehicles providing:

- (a) the vehicle is alarmed and/or immobilized or is in a locked and secure compound or garage.
- (b) all doors, windows and other openings are left closed, securely locked and properly fastened.
- (c) all keys have been removed from the vehicle.
- (d) entry or access to the vehicle has been effected by forcible and violent means.
- (e) the **Property Insured** is out of the view from the exterior of the vehicle.

For the purpose of this extension, "unattended" means that the carrying vehicle is out of sight of the driver and/or more than one minute's walking distance from the driver.

## SECTION E – COMMERCIAL LEGAL PROTECTION

Cover under **Section E** is subject to the Conditions and Exclusions set out within this **Section E**, plus all the General Conditions and General Exclusions set out in the General Conditions and General Exclusions **Sections** of the **Policy**.

Words and phrases starting with an upper case letter and printed in bold are defined below, insofar as they apply specifically to **Section E**, and in the Definitions **Section** of the **Policy**.

### Definitions

These definition(s) apply to this **Section** wherever these words or phrases appear starting with an upper case letter and printed in bold except where stated otherwise.

**1) Adviser's Costs and Expenses** means:

- (a) reasonable and necessary costs, fees, and disbursements chargeable by the **Appointed Adviser** which have been agreed by **Us** in accordance with **Our Standard Adviser's Terms of Appointment**.
- (b) costs and disbursements incurred by the other party in civil cases if an **Insured Person** is ordered to pay them or pays them with **Our** agreement.

**2) Appointed Adviser** means:

the law firm, accountant or other suitably qualified person appointed by **Us** to act on **Your** behalf, under the terms and conditions of this insurance and in accordance with **Our Standard Adviser's Terms of Appointment**.

**3) Business Activity** means:

the activities carried out by **You**, as shown in **Your Schedule**.

**4) Employee** means:

any individual contracted to work for **You** under a permanent full or permanent part time contract of employment or apprenticeship.

**5) Insured Incident** means:

an incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where **We** have agreed to provide cover under the terms and conditions of this insurance.

**6) Insured Person** means:

**You**, and, at **Your** request, **Your** directors, partners, managers, and **Employees**.

**7) Limit of Indemnity** means:

the most **We** will pay (including any subsequent appeal agreed by **Us**) is:

£100,000 for any one **Insured Incident** and £1,000,000 in aggregate for any one **Period of Insurance**.

**8) Reasonable Prospects of Success** means:

for each action following an **Insured Incident** there must always be more than a 50% chance that **You** will:

- (a) recover any losses or damages;
- (b) successfully defend a claim or prosecution;
- (c) succeed in reducing a sentence, penalty or a fine if **You** plead guilty in a criminal prosecution;
- (d) succeed in enforcing a judgment or obtain a legal remedy which **We** have agreed to; or
- (e) make a successful appeal or defence of an appeal.

In all cases **We** or a suitably qualified expert acting on **Our** behalf will assess whether **Reasonable Prospects of Success** exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

9) **Standard Adviser's Terms of Appointment** means:

a separate agreement, available on request, that **We** require an **Appointed Adviser** to enter into with **Us**. This agreement sets out the **Appointed Adviser's** responsibilities and the amounts **We** will pay the **Appointed Adviser** in respect of an **Insured Incident**.

10) **Territorial Limit** means:

the United Kingdom of Great Britain and Northern Ireland and the Isle of Man.

11) **You or Your** means:

the business, partnership or individual who has purchased this insurance and is named in the **Schedule** which is registered and located in the United Kingdom of Great Britain and Northern Ireland or the Isle of Man.

### Insuring Clause

Following an **Insured Incident**, as provided for herein:

- 1) that happens within the **Territorial Limit**; and
- 2) the action following the **Insured Incident** always has **Reasonable Prospects of Success** which must be present throughout the duration of the action

**We** will pay the **Adviser's Costs and Expenses** and such other sums as are specified in the **Insured Incidents** detailed below to the extent provided for therein.

### Insured Incidents

1) **Breach of Restrictive Covenant**

**Adviser's Costs and Expenses** to pursue **Your** legal rights in a dispute with a current or former **Employee** following their breach of a restrictive covenant expressly incorporated into their contract of employment with **You** which places restrictions on that current or former **Employee**:

- working for a direct competitor of **Yours** in a similar role or setting up as a direct competitor to **You**;
- contacting **Your** current customers or suppliers with the intention of taking their business from **You**;
- contacting **Your** current **Employees** with the intention of hiring them to work for a direct competitor of **Yours**.

*Please note that the restrictive covenant must have been designed to reasonably and fairly protect **Your** legitimate business interests and must not contain any restrictions for periods longer than 12 months.*

2) **Defence of Legal Rights**

**Part 1 - defending an Insured Person:**

**Adviser's Costs and Expenses** to defend an **Insured Person's** legal rights (only upon **Your** request) following an event arising from **Your Business Activity** which leads to:

- (a) Pre-charge
  - an **Insured Person** being interviewed by the police or other authority with the powers to prosecute where the **Insured Person** is suspected of committing a criminal offence;
- (b) Criminal prosecutions
  - an **Insured Person** being prosecuted in a criminal court;
- (c) Professional or regulatory body disciplinary hearings
  - a formal investigation or disciplinary hearing brought against an **Insured Person** by a regulatory or professional body;
- (d) Data Protection breaches
  - Civil action taken against an **Insured Person** for compensation following a breach of Section 13 of the Data Protection Act 1998, including a compensation award the **Insured Person** is ordered to pay under Section 13 of the Data Protection Act 1998 for the holding, loss, or unauthorised disclosure of data;

*Please note that **You** must have registered **Your** organisation as a data controller with the Information Commissioner Office before the breach or alleged breach occurred.*

**We** will not cover any claim relating to:

- (i) an **Insured Person** using or driving a motor vehicle;
- (ii) any investigation conducted by or on behalf of HMRC (this exclusion applies to **Insured Incident 4(a) – Pre-charge only**).

#### **Part 2 - defending You:**

**Adviser's Costs and Expenses** to defend **Your** legal rights following an event arising from **Your Business Activity** which leads to:

- (e) Wrongful Arrest  
civil action taken against **You** for wrongful arrest following an allegation of theft from **Your** business premises;
- (f) Appealing against a Statutory Notice  
an appeal against the imposition of terms of a Statutory Notice served on **You** by the relevant authority;
- (g) Information Commission Officer (ICO) Appeals  
an appeal against the refusal of the ICO to register **Your** application for registration.

#### **Part 3 - defending an Employee:**

**Adviser's Costs and Expenses** to defend an **Employee's** legal rights (only upon **Your** request) following an event arising from **Your Business Activity** which leads to:

- (h) Unlawful discrimination  
civil action taken against an **Employee** under legislation for unlawful discrimination on the grounds of age, gender, gender reassignment, sexual orientation, disability, race or religion or any other subsequent protected characteristic defined by Acts of Parliament;
- (i) Pension trustee defence  
civil action taken against an **Employee** in their role as a trustee of a pension fund set up for the benefit of **Your Employees**.

### **3) Protecting Your Property**

- (a) Nuisance and Trespass

**Adviser's Costs and Expenses** to pursue or defend **Your** legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use or right over land and/or buildings owned or occupied by **You** or for which **You** are legally responsible.

*Please note that where the claim relates to a dispute over the boundary of **Your** land and/or buildings, **You** must be able to supply **Us** with proof of where that boundary lies.*

- (b) Damage to Property

**Adviser's Costs and Expenses** to pursue **Your** legal rights following an event which causes physical damage to:

- land and/or buildings owned or occupied by **You** or for which **You** are legally responsible; and/or
- material property owned by **You** for which **You** are legally responsible.

- (c) Service Occupancy Licences

**Adviser's Costs and Expenses** to pursue **Your** legal rights to recover possession of premises, owned by **You** or for which **You** are legally responsible, from a current or former **Employee**.

**We** will not cover any claim relating to:

- (i) a contract **You** have entered into (other than a service occupancy licence in respect of **Insured Incident 3(c)**);
- (ii) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on **Your** land and/or buildings by any government, public or local authority;
- (iii) any work carried out by, or under the order of, government, public or local authorities or their contractors (unless the claim is for accidental physical damage to **Your** land and/or buildings and/or material property);
- (iv) motor vehicles owned or used by or hired or leased to an **Insured Person** (other than damage to motor vehicles where **Your Business Activity** is the selling of motor vehicles);

- (v) goods in transit or goods lent or hired out;
- (vi) subsidence, heave, quarrying or mining activities.

#### 4) Personal Injury

**Adviser's Costs and Expenses** to pursue an **Insured Person's** (and family members who permanently live with them) legal rights following a sudden and specific event which causes death or bodily injury to the **Insured Person** (or family members who permanently live with them).

*Please note that:*

- (i) **We will only provide cover for an Insured Person (and members of their family who permanently live with them) at Your request; and**
- ii) *Claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an Insured Person (or to members of their family who permanently live with them).*

**We will not cover any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.**

#### 5) Jury Service and Witness Expenses

**We will pay an Insured Person's** lost salary or wages, up to a maximum of £1,000, from time taken off work to:

- (a) perform jury service;
- (b) attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an **Appointed Adviser** in respect of an **Insured Incident** under this **policy**.

*Please note that:*

- (i) **We will only pay sums which cannot be recovered from the relevant court, tribunal or any other party, or sums which are not payable by You; and**
- (ii) **We will only provide this cover for an Insured Person if You request that We do so.**

**We will not cover any claim where an Insured Person cannot provide evidence of the extent of their lost salary or wages.**

#### 6) Statutory Licence Appeal

**Adviser's Costs and Expenses** in an appeal to the relevant statutory or regulatory authority, court, or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to **You** under statute or statutory instrument or by Government or Local Authority and which is required for **You** to carry out **Your Business Activity**.

*Please note that:*

**We will only provide cover for appeals and will not help with an application for an original or renewal of a licence or certificate of registration.**

**We will not cover any claim relating to the ownership, driving or use of a motor vehicle.**

#### 7) Contract Disputes

**Adviser's Costs and Expenses** to pursue or defend **You** legal rights in a dispute arising from a breach or alleged breach of a contract entered into by **You** for the purchase, sale, hire, hire purchase, lease, or provision of goods or of services.

*Please note that:*

- (i) *the amount in dispute must exceed £200 (including VAT);*
- (ii) *if money is owed to You, all normal credit control procedures must be exhausted before You notify Us of a claim;*
- (iii) *if the other party has not contested liability, Your claim will instead be considered under Insured Incident 8 - Recovery of Undisputed Debts (if that cover is in force).*

**We will not cover any claim relating to:**

- (i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings (other than a dispute with a professional adviser in connection with such matters);

- (ii) disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement **You** have with a bank, building society or supplier of credit;
- iii) motor vehicles owned or used by or hired or leased to **You** (other than contract disputes for the sale of motor vehicles where **Your Business Activity** is the selling of motor vehicles);
- (iv) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;
- (v) disputes with a current or former **Employee** arising from an actual or alleged contract of employment;
- (vi) computer hardware, software, systems, or services which have either been supplied by **You**, or have been custom-made by a supplier to **Your** specific requirements;
- vii) a breach or alleged breach of professional duty by an **Insured Person** or any error or omission in any advice given by an **Insured Person**.

## 8) Recovery of Undisputed Debts

**Adviser's Costs and Expenses** to pursue **Your** legal rights to recover money and interest due to **You** arising from a breach or alleged breach of a contract entered into by **You** for the sale, hiring or leasing out or provision of goods or of services.

*Please note that:*

- (i) *the debt must exceed £200 (including VAT);*
- (ii) *all normal credit control procedures must be exhausted before **You** notify **Us** of a claim;*
- (iii) ***We** must be satisfied that the other party has the financial means to pay the debt before **We** agree to take further action to recover that debt;*
- (iv) *if the other party contests liability, **Your** claim will instead be considered under **Insured Incident 7 - Contract Disputes** (if that cover is in force).*

**We** will not cover any claim relating to:

- (i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings;
- (ii) pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement **You** have with a bank, building society or supplier of credit;
- (iii) motor vehicles owned or used by or hired or leased to **You** (other than contracts for the sale of motor vehicles where **Your Business Activity** is the selling of motor vehicles);
- (iv) the amount of money or compensation payable in respect of a claim under any insurance policy;
- (v) sums owed by a current or former **Employee** arising from an actual or alleged contract of employment;
- (vi) computer hardware, software, systems, or services which have been supplied by **You**.

## Exclusions

This **Section** does not cover:

### 1) Claims arising before this insurance started

any event or dispute which an **Insured Person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

### 2) Costs incurred and legal actions **We** have not authorised

any **Adviser's Costs and Expenses** or other costs incurred:

- (a) before **We** have accepted a claim; and/or
- (b) which we have not authorised in advance.
- (c) any action taken by an **Insured Person** which **We** or the **Appointed Adviser** have not agreed to.

### 3) Fines and court awards

- (a) fines, compensation (other than amounts **We** agree to pay under **Insured Incident 2(d) – Data Protection Breaches**), damages or penalties awarded against an **Insured Person**;
- (b) any costs an **Insured Person** is ordered to pay by a court of criminal jurisdiction.

**4) Wilful acts**

any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

**5) Judicial Review and challenges to legislation**

- (a) judicial reviews (reviewing the way a decision has been made by a government authority, local authority, or other public body), coroner's inquests or fatal accident inquiries.
- (b) any challenges to current or proposed legislation.

**6) Disputes with Us or the Appointed Adviser**

any claim made against **Us** or the **Appointed Representative** (please also refer to Condition 9 of this **Section**).

**7) Intra-business disputes**

- (a) any claim relating to disputes between **You** (acting in **Your** capacity as the business, partnership or individual named in the **Schedule** who has purchased this insurance) and any of **Your** subsidiary, associated or parent companies.
- (b) any dispute between shareholders, directors, or partners in **Your** business.

**8) Franchise or agency rights**

any claim relating to disputes over franchise rights or agency rights.

**9) Intellectual Property**

any claim relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy, and confidential information (other than claims **We** have agreed to cover under **Insured Incident 1 – Breach of Restrictive Covenant**).

**10) Libel and slander**

any claim relating to something said or written:

- (a) about an **Insured Person** which may damage the **Insured Person's** reputation;
- (b) by an **Insured Person** which may damage another person's reputation.

**11) Liquidation and insolvency**

any claim where either at the commencement of or during that claim, **You** have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

**12) Pressure waves**

any claim resulting directly or indirectly from or in connection with pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

Cover under **Section E** is also subject to the General Exclusions set out in the General Exclusions **Section** of the **Policy**.

**Conditions**

An **Insured Person** must keep to these conditions as failure to do so may lead to **Us** refusing a claim, withdrawing funding from a claim, or cancelling this insurance (please refer to Condition 11 of this **Section**).

**1) An Insured Person's Obligations**

An **Insured Person** must:

- (a) keep to the terms and conditions of this **Policy**;
- (b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this **Policy** and to avoid incurring any unnecessary costs; and
- (c) supply **Us** with honest and accurate information when asked to do so.

**2) Appointment of an Appointed Adviser**

- (a) If **We** accept an **Insured Person's** claim, **We** will appoint an **Appointed Adviser** who may be able to negotiate settlement before or without the need for court action.

- (b) If an **Insured Person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **Our** chosen **Appointed Adviser** cannot act for the **Insured Person** as to do so would breach their professional code of conduct), the **Insured Person** is free to nominate a law firm or suitably qualified representative to act as the **Appointed Adviser**.
- (c) **We** will always choose the **Appointed Adviser** to act on the **Insured Person's** behalf in any claim where **We** are liable to pay a compensation award (this means **We** will always choose the **Appointed Adviser** for any claim arising under **Insured Incident 2(d) – Data Protection Breaches**).
- (d) Any law firm or suitably qualified representative nominated by an **Insured Person** must agree to represent the **Insured Person** in accordance with **Our Standard Adviser's Terms of Appointment** (which are available on request) and the most **We** will pay is no more than the amount **We** would have paid to **Our** own choice of **Appointed Adviser**.

### 3) Conduct of the claim

An **Insured Person** must:

- (a) co-operate fully with **Us** and the **Appointed Adviser** and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- (b) keep **Us** and the **Appointed Adviser** fully informed of any developments and instruct the **Appointed Adviser** to provide **Us** with any information **We** ask for.

An **Insured Person** must not:

- (c) act in a way which obstructs **Us** or the **Appointed Adviser** or hinders the progress of a claim; and incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent.

**We** can:

- (d) contact the **Appointed Adviser** at any time and have access to all documents, information, and evidence regarding an **Insured Person's** claim;
- (e) withdraw funding for a claim and pursue an **Insured Person** to recover **Adviser's Costs and Expenses** or other costs or amounts already paid, if the **Insured Person** pursues or withdraws from that claim without **Our** consent or fails to pass on any instructions to the **Appointed Adviser**;
- (f) withdraw funding for a claim if an **Insured Person** dismisses the **Appointed Adviser** without **Our** consent and there is no valid cause to do so, or if the **Appointed Adviser** refuses to continue acting for an **Insured Person** with **Our** consent and there is valid cause to do so; and
- (g) withdraw funding for a claim if at any time **We** believe **Reasonable Prospects of Success** are no longer present. **We** will still pay any **Adviser's Costs and Expenses** or other costs or amounts **We** have agreed to, prior to **Reasonable Prospects of Success** no longer being present.

### 4) Claims Settlement

- (a) An **Insured Person** must tell **Us** immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without **Our** prior consent.
- (b) If an **Insured Person** refuses a fair and reasonable offer to settle a claim, **We** will be entitled to withdraw funding for that claim and **We** will pay no further **Adviser's Costs and Expenses** or other costs or amounts.
- (c) **We** may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending, or continuing with any action in court. In such cases **We** may decide to pursue the other party for the amount **We** have paid to an **Insured Person** and the **Insured Person** must allow **Us** to take over and continue the claim in their name and provide **Us** with any information in support of this action.

### 5) Costs Recovery and Assessment of Costs

An **Insured Person** must:

- (a) take all reasonable steps to recover **Adviser's Costs and Expenses** or other costs or amounts and pay such sums recovered to **Us**;
- (b) tell the **Appointed Adviser** to have **Adviser's Costs and Expenses** taxed, assessed, and audited if **We** ask for this. If it is established that **Adviser's Costs and Expenses** or any other costs have been billed which have not been agreed by **Us**, **We** reserve the right to refuse to pay these unauthorised costs.

## 6) **Appealing the outcome of a claim**

- (a) Appeals regarding the outcome of an **Insured Incident**, either made by or against an **Insured Person**, must be notified to **Us** as soon as possible and, in any event, at least 10 days before the deadline of any appeal.
- (b) **Reasonable Prospects of Success** must still be present in order for an appeal to be considered.

## 7) **Other insurance and apportionment of costs**

If any **Adviser's Costs and Expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy or would have been covered if this insurance did not exist, **We** will only pay **Our** share of these costs.

## 8) **Obtaining a legal opinion**

- (a) **We** may require an **Insured Person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between the **Insured Person** and **Us** over a claim's merits, financial value, and **Reasonable Prospects of Success**.
- (b) If the opinion supports the **Insured Person** and there are clear merits in proceedings with that claim, the costs incurred by the **Insured Person** in seeking that opinion will be reimbursed.

## 9) **Disputes with Us**

- (a) If there is a dispute between an **Insured Person** and **Us** over this **Policy**, which cannot be resolved through **Our** internal complaints handling process, the **Insured Person** is entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.
- (b) Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require the **Insured Person** or **Us** to pay the costs.
- (c) The arbitrator will be chosen jointly by the **Insured Person** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with the **Insured Person**, the President of the Chartered Institute of Arbitrators will decide.
- (d) Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.

## 10) **Your Cancellation Rights**

Cooling-off period:

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **Your** policy documents, whichever is later.

If **You** wish to exercise this right, **You** must notify the person who sold **You** this insurance. **You** will be entitled to a full refund of premium paid as long as an **Insured Person** has not made a claim under this insurance.

Outside the cooling-off period:

**You** can cancel this insurance at any other time, subject to providing the person who sold **You** this insurance with 7 days' notice. **You** will be entitled to a pro-rata refund of premium as long as an **Insured Person** has not made a claim under this insurance during the current **Period of Insurance**.

In the event of cancellation, the person who sold **You** this insurance may apply an administration charge.

## 11) **Our Cancellation Rights**

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (a) an **Insured Person** has failed to co-operate with **Us** or the **Appointed Adviser** and this failure has significantly hindered **Our** ability to deal with a claim or administer this insurance; and/or
- (b) a premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to an **Insured Person**.

## 12) **Fraudulent or dishonest claims**

If **We** have evidence that an **Insured Person** has made a fraudulent, dishonest, or exaggerated claim, or has deliberately misled **Us** or the **Appointed Adviser** when presenting relevant information in support of a claim, **We** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the **Insured Person** any

**Adviser's Costs and Expenses** or other costs or amounts already paid in respect of that claim which **We** otherwise would not have paid. **We** will also not refund any premium paid by **You**.

### 13) Fraud and fraud prevention agencies

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

### 14) How to make a claim

If **You** are involved in a legal dispute which cannot be resolved by using **Our** Helpline Service and needs to be reported as a claim under this insurance, please phone **Our** dedicated claims reporting line on 0344 892 0162 which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **Your** policy number or the name of the organisation who sold **You** this insurance.

Please note the following important information:

- (a) An **Insured Person** must report their claim to us on 0344 892 0162 as soon as the **Insured Person** becomes aware of any circumstances which could give rise to a claim under this insurance. **You** will need to provide confirmation that any other **Insured Person** has **Your** authority to claim.
- (b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **Insured Person** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- (c) This is a claims made insurance which means that claims must be notified to **Us** during **Your Period of Insurance**. If **Your** policy expires and an **Insured Person's** claim is reported more than 14 days after the expiry date, **We** will not be able to assist with the claim.
- (d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to Exclusion 1 of this **Section**).
- (e) Under no circumstances should an **Insured Person** instruct their own lawyer, accountant or legal representative or incur any costs before **We** have accepted the claim as **We** will not pay any costs incurred without **Our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **Our** chosen **Appointed Adviser** cannot act for an **Insured Person** as to do so would breach their professional code of conduct), **We** will appoint **Our** own **Appointed Adviser** to act on the **Insured Person's** behalf if **We** accept **Your** claim.
- (f) **We** will always choose the **Appointed Adviser** in any claim where **We** are liable to pay a compensation award (this means **We** will always choose the **Appointed Representative** for any claim arising under **Insured Incidents 2(d) – Data Protection Breaches**).
- (g) Once all relevant information has been received, an assessment of an **Insured Person's** claim will be conducted, and **We** will let the **Insured Person** know if **We** can help. Please note that **Reasonable Prospects of Success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **Reasonable Prospects of Success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- (h) If **We** are unable to cover an **Insured Person's claim**, then **We** will explain the reasons why and discuss any other available methods (which may be at the **Insured Person's** expense) to help achieve a successful outcome.

If **You** need to write to **Us**, **You** can write to **Us** at the following address:

Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Please ensure to include **Your** policy number on all correspondence.

Cover under **Section E** is also subject to the General Conditions set out in the General Conditions **Section** of the **Policy**.

General Conditions 2 (Arbitration), 4 (cancellation), 5 (Claims (contribution)) and 7 (Fraud) do not apply to **Section E**.

## 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:

### 1) Avian influenza

for 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**.

### 2) Bona Fide sub-contractors

for liability directly or indirectly arising from or in connection with duties undertaken by bona fide subcontractors working on **Your** behalf unless all of the following measures are adhered to:

- (a) **You** have established, maintain and record an administrative procedure for obtaining evidence that bona fide subcontractors effect Employers', Public and Products Liability insurance and that such insurance;
  - (i) provides an indemnity for all duties undertaken by the bona fide subcontractor
  - (ii) contains a provision granting indemnity to any **Principal**
  - (iii) contains Limits of Liability which are not less than those provided by this insurance
- (b) **You** have established, maintain and record an administrative procedure for checking that the insurance of the bona fide subcontractor remains in force for the duration of the contract.

This exclusion does not apply to the Tools of Trade and Business Equipment **Section**.

### 3) Communicable disease

any loss, **Bodily Injury, Damage**, legal liability, cost or expense of whatsoever nature directly or indirectly arising out of, contributed to by or resulting from any Communicable Disease (as hereinafter defined), or any fear or threat (whether actual or perceived) of any Communicable Disease, or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of any Communicable Disease.

For the purposes of this exclusion, Communicable Disease means any disease capable of being transmitted from an infected person or species to a susceptible host, either directly or indirectly.

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

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

### 4) Cyber

for losses of any kind directly or indirectly caused by, arising from or consisting of (in whole or in part):

- (i) the use or misuse of the internet or similar facility.
- (ii) any electronic transmission of data or other information.
- (iii) any computer virus or similar problem.
- (iv) use or misuse of any internet address, website or similar facility.
- (v) any data or other information posted on a website or similar facility.
- (vi) any loss of data or **Damage** to any computer system including but not limited to hardware or software (unless such **Damage** is caused by earthquake, fire, flood or storm).

- (vii) the functioning or malfunctioning of the internet or similar facility or of any internet address, website or similar facility (unless such malfunctioning is caused by earthquake, fire, flood or storm).
- (viii) any infringement whether intentional or unintentional of any intellectual property rights (including but not limited to trademark, copyright or patent).

#### 5) **Date recognition**

in respect of any **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or consisting of or arising from the failure of any:

- (a) computer **Data** processing equipment or media **Microchip** integrated circuit or similar device or
- (b) other equipment or **System** for processing, storing or retrieving **Data** or
- (c) computer software

whether **Your Property** or not to:

- (i) recognise correctly any date as its true calendar date
- (ii) capture, save, retain or correctly manipulate, interpret or process any **Data**, information, command or instruction as a result of treating any date otherwise than as its true calendar date
- (iii) capture, save, retain or correctly process any **Data** as a result of the operation of any programmed command which causes the loss of **Data** or the inability to capture, save, retain or correctly process such **Data** on or after any date

but cover shall apply under all **Sections** except the Public Liability and Products Liability **Sections** in respect of subsequent **Damage to Property Insured** which itself results from a peril listed below, as covered by this insurance (but no other for the purposes of this exclusion) and which is not otherwise excluded

Listed Perils: Fire and/or Lightning, Explosion, Aircraft or other aerial devices or articles dropped therefrom, Impact by road vehicles or animals, Riot or civil commotion, Strikers, locked-out workers, or persons taking part in labour disturbances, Malicious persons, Earthquake, Storm, Flood, Escape of water from any tank apparatus or pipe, Theft.

If specific perils are defined in this insurance the perils listed above shall be deemed to be amended to follow this insurance but in no event shall it include accidental damage or the equivalent coverage provided by this Insurance. If any of the above listed perils are specifically excluded by this insurance they shall be deemed to be deleted from the above list.

Provided that nothing 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**.

#### 6) **Loss of electronic data**

under this insurance in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising from any **Damage**, destruction, distortion, erasure, corruption or alteration of **Electronic Data** arising from any cause whatsoever (including but not limited to **Virus**) or any loss of use, reduction in functionality, cost or expense of whatsoever nature relating thereto or resulting therefrom regardless of any other cause or event contributing concurrently or in any sequence to the **Damage**, destruction, distortion, erasure, corruption, alteration, reduction, cost or expense.

Provided that this exclusion shall not apply to the cover provided under the:

- (i) Public Liability and Products Liability **Sections** for **Your** legal liability in respect of accidental:
  - (A) **Bodily Injury** to any person.
  - (B) wrongful arrest, wrongful detention, false imprisonment or malicious prosecution.

- (ii) the Tools of Trade and Business Equipment **Section** in respect of **Damage** to the **Property Insured** directly caused by fire, lightning or explosion resulting from any of the matters described above but only where such **Damage** would otherwise be the subject of cover thereunder.

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

## 7) Mould

for 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 insured 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.

## 8) Northern Ireland

for **Damage** or consequential loss for 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.

## 9) Radioactive and other contamination

for **Damage** to any **Property** whatsoever or any loss cost or expense whatsoever resulting or arising therefrom or any consequential loss, legal liability of whatsoever nature, any legal costs and expenses directly or indirectly caused by or contributed to by or arising from:

- (a) ionising radiations from 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 or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- (c) any weapon or device employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
- (d) 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.
- (e) 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.

## 10) Sanction limitation and exclusion

and shall not be liable to pay 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.

## 11) Terrorism

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature

(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 **Damage** 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**.

## 12) War and similar risks

in respect of any:

- (a) **Damage** to any **Property** whatsoever or any loss, cost or expense whatsoever resulting or arising therefrom or any consequential or inevitable loss
- (b) legal liability of whatsoever nature directly or indirectly caused by or contributed to by 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 operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power 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**.

# GENERAL CONDITIONS

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

## 1) Alteration of Risk

The cover under this insurance will cease if after the commencement of this insurance:

- (a) **Your** interest ceases other than by will or operation of the law
  - (b) **Your Business** is wound up carried on by a liquidator or receiver or permanently discontinued
- unless **We** agree in writing to continue this insurance.

## 2) Arbitration

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be binding upon **You** and **Us**.

This condition does not apply to the Commercial Legal Protection **Section**.

## 3) Assignment

**You** shall not assign any of the rights or benefits under this insurance and/or any **Section** of this insurance without **Our** prior written consent.

**We** will not be bound to accept or be affected by any notice of trust charge, lien or purported assignment or other dealing with or relating to this insurance and/or any **Section** of this insurance.

## 4) Cancellation

**We** may cancel this insurance at any time if there is a valid reason by providing **You** with 14 days notice of cancellation by recorded delivery letter to **Your** last known **Business** address and by providing a copy of such notice to **Your** broker or intermediary.

Valid reasons may include but are not limited to:

- (a) **You** failing to co-operate with **Us** or failing to send **Us** information or documentation as required by the terms of this insurance where this significantly affects **Our** ability to process **Your** claim or deal with **Your** insurance.
- (b) **You** fail to provide **Us** with correct information and fail to correct this when **We** ask **You** to.
- (c) **Your** circumstances change which means **You** no longer meet **Our** criteria for providing insurance cover.
- (d) **You** use threatening or abusive behaviour or language with **Our** staff or suppliers.

If this insurance is cancelled as provided for above and during the current **Period of Insurance** there have been no:

- (a) claims made under this insurance for which **We** have made a payment
- (b) claims made under this insurance which are still under consideration
- (c) occurrences likely to give rise to a claim but yet to be reported to **Us**

**You** shall be entitled to the return of a proportionate part of the premium in respect of the unexpired **Period of Insurance** or if the premium has been based wholly or partly upon estimates the premium will be adjusted in accordance with the Premium Adjustment Condition.

If a claim has been submitted or there has been any occurrence(s) likely to give rise to a claim during the current **Period of Insurance** no refund of premium for the unexpired **Period of Insurance** will be given and any unpaid instalments of the full premium will become due for payment.

If **We** cancel **Your** insurance on the grounds of fraud **We** may not return any premium **You** have paid.

If this insurance is cancelled **You** must return to **Us** any current certificate of insurance that has been issued to **You** as a statutory requirement to provide evidence of cover.

This condition does not apply to the Commercial Legal Protection **Section**.

#### 5) **Claims (Contribution)**

In respect of the Employers' Liability, Public Liability and Products Liability **Sections**, if at the time of any occurrence to which those **Sections** apply there is or but for the existence of this insurance there would be any other insurance covering the same liability **We** will not be liable under this insurance except in respect of any excess beyond the amount which would be payable under such other insurance had this insurance not been effected.

In respect of the Tools of Trade and Business Equipment **Section** if at the time of any **Damage to Property Insured** arising under this insurance there shall be any other insurance covering such **Damage** or any part thereof **We** will not be liable for more than **Our** proportional share thereof.

This condition does not apply to the Commercial Legal Protection **Section**.

#### 6) **Claims (Subrogation)**

**You** and any claimant under this insurance shall at **Our** request and expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by **Us** for the purpose of enforcing any rights and remedies or of obtaining relief or recourse from other parties to which **We** shall be or would become entitled or subrogated upon **Our** making a payment under this insurance whether such acts and things shall be or become necessary or required before or after **We** make such payment.

#### 7) **Fraud**

If **You** make a fraudulent claim under this insurance **We** will not be liable to pay **You** any sums in respect of the fraudulent claim. **We** may recover from **You** any sums that **We** have already paid to **You** in respect of the fraudulent claim. **We** may by notice to **You** treat this insurance as terminated with effect from the date of **Your** fraudulent act.

This condition does not apply to the Commercial Legal Protection **Section**.

#### 8) **Our rights**

(a) **We** may enter any premises where **Damage** has occurred and take possession of or require to be delivered to **Us** any **Damaged Insured Property** and deal with such **Property** in any reasonable manner.

(b) If **We** elect to replace reinstate or repair any **Property We** shall only do so as far as circumstances permit and in a reasonably sufficient manner. In any case **We** will not pay more than the relevant **Sum Insured**.

#### 9) **Premium Adjustment**

If the premium for any **Section** or any part thereof is based on estimates **You** will keep an accurate record containing all particulars relative thereto.

**You** will allow **Us** to inspect such record on request and will supply such particulars as **We** may require within one month from the expiry of each **Period of Insurance**. The premium shall thereupon be adjusted by **Us** subject to any Minimum Premium as stated in the **Schedule** being retained by **Us**.

At **Our** request **You** will supply an auditors certificate in support of such particulars.

If **You** fail to supply such particulars within the period stated by **Us We** will be entitled to make a reasonable estimate of such particulars and adjust the premium accordingly.

#### 10) **Reasonable Precautions**

It is a condition of this insurance that **You** shall take all reasonable care:

- (a) to prevent any occurrence which may give rise to a claim under this insurance.
- (b) to maintain **Your** premises, plant and everything used in **Your Business** in proper repair.
- (c) in the selection and supervision of **Employees**.
- (d) to comply with all statutory and other obligations and regulations imposed by any authority.
- (e) to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

## **11) Rights of Third Parties**

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