

Policy Wording

# Essential Tradesmen

Per Capita Liability Insurance



# **Arch Insurance (UK) Limited. Essential Tradesman Policy**

## **Per Capita Liability Insurance**

### **Useful Information**

Should you require a hard copy of the policy schedule or policy wording please contact your broker

### **How to make a claim**

If You need to make a claim, please contact Your insurance broker. If You need to make a claim outside of office hours please telephone Our claims line on 0344 892 0967

Please have Your policy number to hand when calling

# Contents

This policy booklet consists of individual sections. It should be read in conjunction with the Schedule which indicates both the sections you are insured under and gives precise details of the extent of your insurance protection.

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# Policy Information

## (Not forming part of Your policy)

This Policy is underwritten by Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

This is your Essential Tradesman policy, setting out your insurance protection in detail

Please read it carefully to make sure that it meets your requirements and that the details on the policy Schedule and statement of fact are correct.

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

If after reading your policy, Schedule or statement of fact you have any questions, please contact your insurance adviser.

## Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor Plantation Place South, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

### How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

# Policy Information

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

## Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

## When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

## How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

## Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting the Information Commissioner's Office website at <https://ico.org.uk/>.

# Policy Introduction

Your policy is a contract between Us, the insurers, and You, the Policyholder.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingencies arising during the Period of Insurance, subject to the terms conditions and exceptions contained in the policy.



**Steve Bashford**  
**Chief Executive of Arch UK Regional Division**  
**A division of Arch Insurance (UK) Limited**

## Important

This policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and alteration of the policy.

The Schedule, Your policy, statement of fact and any endorsements shall be considered as one legal document. It is important that You read all Your documents carefully and let Your insurance broker or adviser know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

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

## Your Obligations under the Policy

The policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Policy Condition or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Policy Condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Policy Condition or Conditions Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Steps to be taken if You cannot comply

If You are unable to comply with any Policy Condition or Conditions Precedent You should contact Us as soon as reasonably possible through Your insurance broker or adviser. We will decide whether We might be prepared to agree a variation in the policy. **All Policy Condition or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance broker or adviser.**

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance broker or adviser, at inception, renewal or making alteration to this policy.

## Law Applicable

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

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

# Policy Definitions

## Not applicable to Section 5 - Legal Expenses

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless an alternative definition is stated to apply, under the specific sections of this policy. A defined word or phrase will start with a capital letter each time it appears in the policy.

Each section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

### Act of Terrorism

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

### Bodily Injury

Bodily injury including death illness disease or nervous shock.

### Condition Precedent

Any term expressed as Condition Precedent is extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that Condition Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### Consequential Loss

Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which You are insured).

This includes but is not limited to:

1. loss of revenue
2. loss of earnings
3. additional travel costs
4. loss assessor fees
5. the cost of preparing a claim
6. compensation for stress or inconvenience

### Damage

Physical

1. loss
2. destruction
3. damage

### Data

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

### Event

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

### Employee

Any person who is

1. under a contract of service or apprenticeship with You
  2. borrowed by or hired to You
  3. self-employed labour only sub-contractor labour master or supplied by any of them
  4. seconded to acquire work experience under a scheme or otherwise
  5. a voluntary worker
- whilst working for You in the course of The Business

### Excess or Excesses

The amount or amounts shown in the Schedule which We will deduct from the total agreed amount of each and every claim other than claims relating to Bodily Injury.

### Hazardous Locations

1.
  - a. railways, docks, harbours, piers, wharves, breakwaters, hovercraft, watercraft or seawalls
  - b. offshore gas or oil installations
  - c. refineries, bulk storage or production premises in the oil, gas or chemical industries
  - d. bulk oil, petrol, gas or chemical storage tanks or chambers
  - e. airports, airfields, aircraft or any aerial device, or aerospace systems
  - f. collieries, mines or quarries
  - g. power stations, nuclear installations or establishments
  - h. mainframe computer or server suites
  - i. towers, steeples, chimney shafts or blast furnaces
  - j. dams, canals, viaducts, bridges, tunnels, subways or motorways.
  - k. railway tracks or signalling equipment
  - l. pylons
2. work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea.

### Hazardous Materials

- a. silica or materials containing silica
- b. hazardous chemicals, solvents or acids
- c. explosives
- d. toxic, noxious, poisonous or polluting liquids, waste or other pollutants.

# Policy Definitions

## Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any one Event.

In respect of Products Supplied the Limit of Indemnity will apply to the total of all Events happening in any one Period of Insurance.

In respect of Pollution or Contamination the Limit of Indemnity will apply to the total of all Events happening in any one Period of Insurance.

## Money

1. coins bank and currency notes
  2. bankers drafts postal and money orders cheques Giro cheques
  3. bills of exchange crossed warrants travellers cheques
  4. unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards
  5. National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines
  6. VAT purchases invoices
- belonging to You or for which You are responsible and pertaining to The Business.

## Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

## Period of Insurance

From the effective date until the expiry date (shown in the Schedule) or any subsequent period for which We accept payment for renewal of this policy.

## Polluting or Contaminating or Seeping Substances

Any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed and used by You for The Business stated in the Schedule.

## Premises

Buildings being commercial buildings or private dwelling house or private flat including all outbuildings and garages and land occupied in full or in part by You for The Business situated as stated in the Schedule.

## Schedule

The document which specifies details of the Premises, property insured and any excesses, endorsements or Conditions applying to the policy.

## Territorial Limits

1. England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
2. any other member country of the European Union
3. elsewhere in the world (excluding USA and Canada) in respect of Bodily Injury or Damage caused by or arising from non-manual activities of any director partner or Employee normally resident within the territories specified in 1. of this Definition and occurring during any temporary visit made in connection with The Business

## The Business

1. The business specified in the Schedule
2. The provision and management for the benefit of You or Your Employees of canteen social sports educational or welfare facilities and first aid but excluding any first aid provided by any qualified medical practitioner or nurse, fire security and ambulance services
3. The ownership and routine maintenance and repair of the Premises from which The Business is conducted
4. Private work undertaken by Your Employees at Your request for You or for any director, partner or Employee of Yours.
5. The routine maintenance and repair of vehicles and plant which are owned and used by You.
6. Your participation at exhibitions.

## Tools of Trade

Portable hand tools (including power driven portable hand tools), ladders, electronic diaries, mobile telephones, laptops, hand held computers, vehicular satellite navigation equipment, photographic equipment and hand held survey equipment including parts, equipment and accessories, used in connection with The Business the property of You or any director, partner or Employee or hired in by You for which You or any director, partner or Employee are responsible under a written contract of hire.

## We/Us/Our

- (1) **In respect of all Sections other than Legal Expenses Insurance Section**

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority  
Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

# Policy Definitions

## 2. In respect of Legal Expenses Insurance Section

DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number 202106

DAS Head and Registered Office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

Das Law limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales, number 5417859

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority.

## You/Your

The person or persons or corporate body named in the Schedule as the policyholder including

1. the legal personal representatives in the event of Your death in respect of liability incurred by You
2. at Your request any director partner or Employee.

# Section 1 – Public and Products Liability

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet)

The following definitions apply to this section and shall keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

### Additional Persons Insured

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

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this section so far as they apply.

The total amount which We will pay will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

## Asbestos

Asbestos, 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.

## Compensation

Damages, including interest.

## Costs and Expenses

1. Fees for Your legal representation at
  - a. any coroner's inquest or fatal accident inquiry
  - b. proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty

2. Costs and expenses incurred with Our written consent

3. Any claimant's legal costs for which You are legally liable

in connection with any Event which is or may be the subject of indemnity under this Section.

## Financial Loss

A pecuniary loss suffered by any customer or user of any Products Supplied by You and not caused by Personal Injury or Damage to Property.

## Personal Injury

1. Bodily Injury
2. Wrongful
  - a. Arrest, detention or imprisonment
  - b. Eviction
  - c. Accusation of shoplifting

## Pollution or Contamination

1. Pollution or contamination of buildings or other structures or of water or land or the atmosphere
2. all loss, Damage to Property and Bodily Injury directly or indirectly caused by such pollution or contamination arising from Polluting or Contaminating or Seeping Substances.

## Products Supplied

Any goods or other material property manufactured sold supplied delivered installed erected altered treated tested or repaired by You or on Your behalf in the course of The Business and which is no longer in Your custody or control.

## Property

Material property, excluding Data or intellectual property.

## The Works

All works completed or to be completed by You or on Your behalf including

1. materials incorporated or to be incorporated
2. plant tools equipment and temporary buildings used or to be used for the period during which You are responsible under contract conditions.

## Cover

We will indemnify You against

1. legal liability to pay Compensation and
2. Costs and Expenses in respect of accidental
  - a. Personal Injury
  - b. Damage to Property
  - c. Obstruction trespass nuisance wrongful arrest or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses.

However, in respect of any claim brought in

1. the United States of America or any territory within its jurisdiction
2. Canada

The maximum We will pay, inclusive of Costs and Expenses is the Limit of Indemnity.

# Section 1 – Public and Products Liability

## Extensions

The following extensions apply to this section

### Buildings Temporarily Occupied

We will indemnify You in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by You for the purposes of carrying out The Business.

We will not provide indemnity in respect of Damage to

1. premises and their contents which You own or are loaned leased hired or rented to
  - a. You
  - b. any other party who is carrying out work on Your behalf
2. The Works.

### Contractual Liability

We will indemnify You in respect of liability in accordance with the cover provided by this section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in Us.

We will not be liable for

1. liquidated damages fines or penalties
2. Damage to Property against which You or any of the Additional Persons Insured is required to effect insurance under the terms of clause 6.5.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 6.5.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
3. Damage to Property brought on to any site of contract or place of work for the purpose of such contract or work
4. liability arising from Products Supplied under a contract of sale.

### Cross Liabilities

We will indemnify any person, firm, company or organisation named in the Schedule who is entitled to the cover provided by this section, as if a separate policy had been issued to each provided that the total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Data Protection Legislation

We will indemnify You in respect of

1. legal fees and defence costs
2. legal liability for Compensation to an individual
  - a. the subject of personal data You holdand
  - b. who suffers damage or distress caused by
    - i. inaccuracy of the data
    - ii. loss of the data
    - iii. unauthorised destruction or disclosure of the data

- iv. unauthorised access to the data arising from proceedings brought against You under Section 13 of the Data Protection Act 1998 or any subsequent legislation or any equivalent or subsequent legislation in the Channel Islands or the Isle of Man.

We will not provide indemnity in respect of

1.
  - a. Personal Injury other than as provided by this extension
  - b. Damage to Property
  - c. fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract, injurious falsehood or breach of confidence
  - d. libel, slander or defamation
2. any Consequential Loss
3. Liability
  - a. as a result of You having authorised the destruction or disclosure of the data
  - b. which could reasonably have been expected to arise as a result of any other deliberate act or omission by You
4. any fine or statutory payment
5. liability which arises solely by reason of the terms of any agreement
6. liability in respect of liquidated damages or under any penalty clause
7. legal costs or expenses or Financial Losses in respect of any order
  - a. for rectification or erasure of data
  - b. requiring the data to be supplemented by any other statements
8. proceedings relating to the Compensation for any
  - a. Employee if Section 2 - Employers' Liability Section of this policy is not in force
  - b. third party if Section 1 - Public and Products Liability of this policy is not in force.

### Defective Premises

We will indemnify You in respect of legal liability for accidental Bodily Injury or Damage to Property arising under

1. the Defective Premises Act 1972 or any subsequent legislation or any equivalent or subsequent legislation in the Channel Islands or the Isle of Man.
2. the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord Liability) Act (Northern Ireland) 2001 or any subsequent legislation.

in connection with any premises which You previously owned or occupied for the purposes of The Business

We will not provide indemnity

1. in respect of the cost of rectifying any defect or alleged defect in such premises
2. if You are entitled to indemnity from any other source

# Section 1 – Public and Products Liability

## Employees' and Visitors' Personal Belongings

We will indemnify You in respect of legal liability for accidental Damage to Employees' and visitors' vehicles and personal belongings, which are in Your custody or control.

We will not provide indemnity where this Property is

1. loaned leased hired or rented to You
2. stored for a fee or other consideration by You
3. in Your custody or control for the purpose of being worked upon.

## Hired or Rented Premises

We will indemnify You in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within the Territorial Limits which are hired rented leased or loaned to You in connection with The Business.

We will not provide indemnity in respect of

1. The first £100 of any claim caused other than by fire or explosion
2. liability imposed on You solely by reason of the terms of any tenancy hiring leasing renting or loaning agreement
3. Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by You.
4. Damage to temporary site hut buildings.

## Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify You in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. costs of prosecution awarded against You

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or any subsequent legislation or any equivalent or subsequent legislation in the Channel Islands or the Isle of Man.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Territorial Limits and in connection with The Business
2. in respect of proceedings which result from any deliberate act or omission by You
3. where indemnity is provided by another insurance policy
4. In respect of the cost of any fine or penalty.

## Legal Expenses arising from Health and Safety Legislation

We will indemnify You in respect of

1. legal fees and expenses incurred with our written consent for defending proceedings, including appeals
2. cost of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 or any subsequent legislation or any equivalent or subsequent legislation in the Channel Islands or the Isle of Man.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act omission or incident committed during the Period of Insurance within the Territorial Limits and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by You
  - b. relate to the health and safety of any Employee
3. where indemnity is provided by any other insurance
4. in respect of the cost of any fine or penalty.

## Legal Costs Arising from Corporate Manslaughter

We will indemnify You in respect of

1. legal costs and expenses incurred by You or any person entitled to indemnity with Our written consent in
  - a. the course of an investigation leading to the offence of
  - b. defending You against criminal proceedings in connection with a charge of
  - c. an appeal against any conviction resulting from a prosecution for manslaughter corporate manslaughter corporate homicide or culpable homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent legislation or any equivalent or subsequent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of The Business.
2. prosecution costs awarded against You or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

1. The maximum amount payable under this extension shall not exceed £1,000,000 in any one Period of Insurance or the Limit of Indemnity stated in the Schedule whichever is the lesser
2. We shall not be liable to make any payment under this extension in respect of
  - a. the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by Us
  - b. fines or penalties or the cost of implementing any remedial order or publicity order
  - c. an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
  - d. an appeal against any fine penalty remedial order or publicity order
  - e. costs incurred as a result of the failure to comply with any remedial order or publicity order
  - f. costs and expenses insured by any other policy
  - g. any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man

# Section 1 – Public and Products Liability

## Mechanical Plant as Tool of Trade

We will indemnify You in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the Territorial Limits but not in respect of any liability

1. in connection with any watercraft hovercraft or aircraft
2. if indemnity is provided under any other insurance or security
3. which is required to be insured under any road traffic legislation or is the subject of other security.

## Motor Contingent Liability

We will indemnify You against legal liability arising out of the use by any Employee for the purposes of The Business of any motor vehicle not belonging to or provided by You.

We will not be liable under this extension in respect of

1. indemnifying any party other than You
2. loss of or damage to such motor vehicle or to property conveyed therein or thereon.
3. Bodily Injury or Damage arising while such vehicle is being driven by You
4. legal liability where indemnity is provided under any other insurance or security
5. Bodily Injury to any Employee
6. Bodily Injury or Damage occurring outside any country within the European Union.

## Overseas Personal Liability

We will indemnify You and any director partner or Employee or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

1. Bodily Injury to any person
2. physical loss of or physical damage to material property

occurring during the Period of Insurance within the territories stated in paragraphs 2. and 3. of the Territorial Limits (Policy Definitions) during temporary visits in connection with The Business.

Provided that

1. the conduct and control of all claims is vested in Us
2. any person entitled to indemnity under this extension complies with and is subject to the terms and Exclusions of this policy in so far as they can apply
3. Our liability will not exceed the Limit of Indemnity stated in the Schedule

We will not be liable

1. for liability arising from
  - a. any business profession or trade
  - b. ownership or occupation of land or buildings
  - c. ownership possession or use of
    - i. firearms (other than sporting guns)
    - ii. mechanically propelled vehicles and anything attached to them

- iii. craft intended to travel through air or space
  - iv. hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
  - v. animals (other than pet domestic animals)
- d. property held in trust
  - e. Bodily Injury to You or such director partner or Employee or accompanying family member
2. for liability more specifically insured
  3. for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement.

## Payment for Court Attendance

We will compensate You if, at Our request, You or any director partner or employee of Yours is attending court as a witness in connection with a claim for which You are entitled to indemnity.

The maximum We will pay for

1. You, each director or partner is £500 per day
2. each employee is £250 per day

## Temporary Employees

We will indemnify You in respect of Bodily Injury to any Temporary Employees provided that:

1. A maximum of 50 Days in total in any one Period of Insurance is worked by all temporary employees and
2. You continue to declare the total number of persons working as required by Policy Condition - Alteration of the Business or Number of Persons Working.
3. Section 2 - Employers Liability is shown as insured on the Schedule

For the purposes of this extension:

1. Temporary Employee means any person engaged by You on a non-permanent basis where Your intention is to engage them for a limited period of time only during the Period of Insurance
2. Day means any date on which a person undertakes work for You regardless of the number of hours worked by them on that date

The Limit of Indemnity shall not exceed the limit stated in the Schedule for Section 2 Employers Liability.

## Exclusions

The following exclusions apply to this section.

(Also refer to the Policy Exclusions at the back of this policy booklet).

We will not provide indemnity in respect of

## Aircraft or Watercraft

the carrying out of any work on any aircraft or other aerial device, hovercraft or waterborne craft

# Section 1 – Public and Products Liability

## Alarm and Security Installations

liability arising out of or in consequence of

1. the failure or partial failure of  
or
2. advice relating to or the design plan or specification of any form of
  - a. alarm system equipment or installation
  - b. fire control or extinguishment system or installation
  - c. electronically operated shutters or cameras or any other form of electronically controlled security equipment
  - d. lock or security device.

## Asbestos

any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of Asbestos or products made of Asbestos.

This exclusion shall not apply if in respect of such removal or disposal of Asbestos or products made of Asbestos:

1. such activity does not form part of Your usual activity or Business
2. the discovery of Asbestos by You is unintentional and accidental and that upon discovery of Asbestos or products made of Asbestos all work immediately stops and
3. an HSE licensed Asbestos contractor is employed as soon as practicable to make safe the area in which the discovery is made and who has Public and Employers' Liability Insurance in force for limits no less than those stated on Your own policies and that such work is not excluded by the contractor's own Public and Employers' liability policies.

## Data

any costs incurred in recreating or reinstating Data.

## Electronic Risks

any Damage, Bodily Injury or liability directly or indirectly caused by, contributed to, by or arising from:

1. Damage to any system or item which processes, stores, transmits or retrieves Data whether owned by You or not and whether tangible or intangible (including any Data or information or programs or software) where such Damage is caused by programming or operating error by any person, acts of malicious persons, virus, hacking, denial of service attack or failure of any external network
2. the erasure, loss, distortion or corruption of Data or unauthorised access to or modification of Data or information on systems or other records, programs or software
3. any misinterpretation, use or misuse of Data or information on systems or other records or software
4. unauthorised transmission of Data to any third party, or transmission of any virus
5. Damage to any other Property directly or indirectly caused by or arising from Damage described in 1, 2, 3. or 4. of this exclusion

## Defective Goods

damage to or the cost incurred by anyone in repairing removing replacing reapplying rectifying or reinstating

1. Products Supplied (other than Products Supplied previously under a separate contract)
2. The Works

## Defective work

the costs of making good, replacement or reinstatement of defective work carried out by or on behalf of You.

## Demolition

liability arising out of any demolition work unless such work forms part of a contract for erection, reconstruction, alteration or repair by You.

## Design and Advice

liability arising out of advice design formula plan or specification given separately for a fee or other consideration by or on Your behalf.

## Excesses

the Excesses shown in the Schedule.

## Hazardous Locations

liability arising out of any work carried out by You or on Your behalf in or on Hazardous Locations

## Hazardous Materials

liability arising out of the use, handling, storage, removal or disposal of Hazardous Materials.

## Injury to Employees

Bodily Injury to any Employee arising out of and in the course of employment by You in The Business

## Liability Under an Agreement

liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in the Contractual Liability extension

## Mould

liability arising out of mould or toxic mould.

## Offshore

liability arising out of work undertaken or visits Offshore

## Pollution

Pollution or Contamination including the cost of removing nullifying or cleaning up Polluting or Contaminating or Seeping Substances or remediation including remediation under the Environment Act 1995 unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance provided that

# Section 1 – Public and Products Liability

1. all Pollution or Contamination which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place
2. Our liability for all damages and claimants costs and expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule

but in no event shall We provide indemnity in respect of Pollution or Contamination including the cost of removing nullifying or cleaning up Polluting or Contaminating or Seeping Substances or remediation in the United States of America or Canada.

## Products Supplied

any liability arising out of any Products Supplied

1. for use in
  - a. aircraft, aerospace devices, aerial devices, motor vehicles, railway locomotives or carriages, hovercraft or waterborne craft
  - b. pharmaceutical, medical cosmetics or blood products
  - c. any substance of an explosive, toxic or noxious nature, asbestos products, firearms or munitions
  - d. drilling platforms or rigs, railways, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines
2. which You knew, know or could be expected to know would be used within the United States of America or Canada or any territory within their jurisdiction
3. not installed by You

## Property in Your Control

Damage to Property

1. which You own or is loaned, leased, hired or rented to You
2. being worked on by or on Your behalf if loss or damage is as a direct result of such work
3. which is held in trust or in the custody or control of
  - a. You
  - b. Any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired Leased or Rented Premises extension or the Employees' and Visitors' Personal Belongings extension or the Buildings Temporarily Occupied extension.

## Recall or Refunds

recalling or making refunds in respect of

1. Products Supplied
2. The Works

## Tree Felling Lopping or Topping

liability caused by or arising out of

1. lopping topping or felling of trees
2. any pruning of trees shrubs or bushes above 4 metres in height
3. any use of explosives
4. crop spraying

## Vehicles and Craft

the ownership possession or use by or on Your behalf of any

1. aircraft aerial device watercraft (but not hand propelled or sailing craft which are less than 8 metres in length and barges used solely on inland or territorial waters) or hovercraft
2. motor vehicle trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
  - a. where described in the Motor Contingent Liability extension
  - b. the loading or unloading of any such vehicle trailer or plant where indemnity is not provided by another insurance policy

## Conditions

The following Condition Precedent apply to this section.

(Also refer to the Policy Conditions at the back of this policy booklet).

## Bitumastic Products Precautions

It is a Condition Precedent to liability that

1. bitumastic products are not heated in or on any building
2. the vessels used
  - a. must be designed for heating bitumastic products
  - b. are placed on a non-combustible surface and
  - c. are continuously attended whilst heating is taking place.

## Bona Fide Subcontractors

It is a Condition Precedent to liability that

1. You have in place a system of check that any bona fide subcontractor engaged by or on Your behalf maintains in force for the period of the relevant contract Public Liability insurance appropriate to the work carried out and with indemnity limit which is at least equivalent to the Limit of Indemnity under this section and which must include an indemnity to You and the Additional Persons Insured as principal
2. You keep a written record of the bona fide subcontractors' Public Liability insurance including the name of the insurer and the policy number which must be provided to Us in the event of a claim
3. payments to bona fide subcontractors shall not exceed 25% of Your annual turnover

For the purposes of this Condition bona fide subcontractors shall mean contractors who work without direction from You and provide their own contract materials, plant, equipment and tools.

## Flammable Solvent Precautions

It is a Condition Precedent to liability that the following precautions must be observed on each occasion there is use away from the Premises of solvents or glues with a flashpoint below 23 degrees Centigrade

1. smoking must not take place
2. no item for the application or supply of heat must be used
3. prior to commencement of work the site of work must be checked by You and all naked flames in pilot lights and appliances extinguished
4. adequate ventilation must be maintained at the site of work.

# Section 1 – Public and Products Liability

## Heat Equipment Precautions

It is a Condition Precedent to liability that the following precautions must be observed on each occasion there is use away from the Premises of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

1. equipment will be lit as short a time as possible before use and extinguished immediately after use
2. equipment which is lit or switched on must not be left unattended
3. at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
4. the site must be cleared of movable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping screens or sheets of flame proof material
5. a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases.

## Underground Services

It is a Condition Precedent to liability that prior to the commencement of any digging or excavation work You must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures.

## Optional Extensions

The following Optional Extensions apply only if stated as operative in the Schedule.

## Professional Treatment Extension.

We will indemnify You, subject otherwise to the terms of the policy and section, in respect of Your legal liability as a result of the following treatments whilst being carried out by a Fully Qualified Employee having a minimum of three years experience in personally performing the treatment or under the direct supervision of such Fully Qualified Employee.

We will not provide indemnity in respect of legal liability arising from the treatment of any person who knows he or she suffers from skin allergies unless they produce, before treatment begins, a medical certificate stating they may undergo treatment.

For the purposes of this extension a Fully Qualified Employee is one aged over 18 years who holds the relevant certificates or qualifications applicable to the treatments provided.

### Barber

1. Hair washing, drying, cutting and styling.
2. Tinting, dyeing, bleaching, permanent waving, hair extensions or special treatment of hair

### Beautician

1. the application of cosmetics including cosmetic camouflage excluding micro-pigmentation
2. colour analysis
3. hair removal using proprietary hair removal products, waxing, sugaring, threading, plucking or other external body treatment preparations
4. facial masks including ionisation and steaming treatments excluding facial peels
5. body massage excluding manual manipulation
6. Indian head massage
7. eyebrow shaping
8. application of temporary false eyelashes and eyelash extensions
9. tinting including treatment of the eyebrows or eyelashes
10. bleaching excluding treatment of the eyebrows or eyelashes
11. manicures, including nail building, application and sculpting and pedicures.

### Ear Piercing

Ear piercing by the gun and stud method provided that consent is obtained from parents or guardians prior to the treatment of minors.

We will not provide indemnity in respect of liability arising from piercing to any part of the face or body other than the ear lobes.

### Hairdresser

1. Hair washing, cutting, drying and styling
2. Tinting, dyeing, bleaching, permanent waving, hair extensions or special treatment of hair

### Additional Treatments

Any additional treatments and activities declared to Us and accepted by Us.

## Conditions

The following Conditions Precedent will apply to Professional Treatment Extension whenever the extension is shown as operative in the Schedule.

### Skin or Scalp testing

It is a Condition Precedent to Our liability under Professional Treatment Extension of Section 1 - Public and Products Liability in respect of any treatment involving hair colouring, tinting, bleaching or perming, the application of hair extensions by bonding, tracking or gluing, eyebrow or eyelash tinting or hair removal, that a skin or scalp patch test is undertaken at least 24 hours prior to commencement of treatment and in accordance with the manufacturer's instructions which reveals no adverse reaction.

You must retain a written record of all tests undertaken and the results of such tests.

### Sterilisation

It is a Condition Precedent to Our liability to make any payment under Extension Professional Treatment Extension of Section 1 - Public and Products Liability in respect of Bodily Injury caused by the provision or administering of any treatment or treatment facility that

## Section 1 – Public and Products Liability

1. razor and clipper blades
  2. steel combs
  3. needles
  4. any other item which could pierce skin while in use
- are thoroughly sterilised before use unless being used for the first time.

### Exclusions

The following exclusions will apply to Professional Treatment Extension whenever the extension is shown as operative in the Schedule.

We will not be liable for any liability caused by or arising from

1. any treatment involving the application of any chemical or material unless the chemical or material is tested and applied in accordance with procedures and directions recommended by the manufacturer or other authorised supplier of the chemical or material
2. the use of laser treatment Intense Pulse Light Treatment (IPL) or Light Heat Energy or anything in the nature of a surgical operation or puncturing or cutting of the skin.
3. any preparation or other goods manufactured or made up to the formula of You or the Additional Persons Insured.
4. treatment of the eyes (other than as described in Professional Treatment Extension – Beautician 7, 8, 9 & 10 above).
5. work carried out at premises owned or occupied by You.
6. instruction advice or information.

The treatment of any person who knows he or she suffers from skin allergies unless they produce, before treatment begins, a medical certificate stating they may undergo treatment.

## Section 2 – Employers Liability

**Applicable only if stated in the Schedule**

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this section and shall keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

#### Additional Persons Insured

1. The personal representative of any deceased person indemnified by this section but only in respect of liability incurred by the deceased person.
2. Your personal representatives in respect of legal liability You incur
3. At Your request
  - a. any director, partner or Employee of Yours
  - b. the officers, committees and members of Your
    - i. canteen, social, sports, educational and welfare organisations
    - ii. first aid, fire, security and ambulance services in their respective capacities as such
  - c. any principal for whom You are carrying out a contract, to the extent required by the contract conditions
  - d. those who hire plant to You to the extent required by the hiring conditions or the personal representatives of any of these persons

in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this section so far as they apply.

The total amount which We will pay will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### Compensation

Damages, including interest.

#### Costs and Expenses

1. Fees for Your legal representation at
  - a. Any coroner's inquest or fatal accident inquiry
  - b. Proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
2. Costs and expenses incurred with Our written consent
3. Any claimant's legal costs for which You are legally liable

in connection with any Event which is or may be the subject of indemnity under this Section.

### Cover

We will indemnify You or any Additional Persons Insured against

1. the legal liability to pay Compensation and
2. Costs and Expenses

in respect of Bodily Injury caused during the Period of Insurance to any Employee arising out of and in the course of employment by You in The Business within the Territorial Limits.

The maximum We will pay is the Limit of Indemnity.

### Extensions

The following extensions apply to this section.

#### Contractual Liability

We will indemnify You in respect of liability of Bodily Injury imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

#### Cross Liabilities

We will indemnify any person, firm, company or organisation named in the schedule who is entitled to the cover provided by this section, as if a separate policy had been issued to each provided that the total amount payable will not exceed the Limit of Indemnity regardless of the number of parties claiming to be indemnified.

#### Injury to Working Partners or Proprietors

We will regard as an Employee any working partner or proprietor of The Business who suffers Injury

Provided that

1. such injury is sustained by the working partner or proprietor whilst working in connection with The Business during the Period of Insurance and within the Territorial Limits
2. such Injury is caused by the negligence of another working partner, proprietor or Employee

#### Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify You in respect of

1. legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
2. costs of prosecution awarded against You which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990 or any subsequent legislation.

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within the Territorial Limits and in connection with The Business
2. in respect of proceedings which result from any deliberate act or omission by You
3. where indemnity is provided by another insurance policy.

## Section 2 – Employers Liability

### Legal Expenses arising from Health and Safety Legislation

We will indemnify You in respect of

1. legal fees and expenses incurred with our written consent for defending proceedings, including appeals
2. cost of prosecution awarded against You

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 the Health and Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 or any equivalent legislation

We will not provide indemnity

1. unless the proceedings relate to an actual or alleged act omission or incident committed during the Period of Insurance within the Territorial Limits and in connection with The Business.
2. in respect of proceedings which
  - a. result from any deliberate act or omission by You
  - b. relate to the health and safety of any person other than an Employee
3. where indemnity is provided by any other insurance
4. in respect of the cost of any fine or penalty.

### Legal Costs Arising from Corporate Manslaughter

We will indemnify You in respect of

1. legal costs and expenses incurred by You or any person entitled to indemnity with Our written consent in
  - a. the course of an investigation leading to the offence of
  - b. defending You against criminal proceedings in connection with a charge of
  - c. an appeal against any conviction resulting from a prosecution for

manslaughter corporate manslaughter corporate homicide or culpable homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any subsequent legislation or any equivalent or subsequent legislation in the Channel Islands or the Isle of Man committed or alleged to have been committed during the Period of Insurance in the course of The Business

2. prosecution costs awarded against You or any person entitled to indemnity as a result of any conviction for such an offence

Provided always that

1. The maximum amount payable under this extension shall not exceed £1,000,000 in any one Period of Insurance or the Limit of Indemnity stated in the Schedule whichever is the lesser
2. We shall not be liable to make any payment under this extension in respect of
  - a. the fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by Us
  - b. fines or penalties or the cost of implementing any remedial order or publicity order

- c. an appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
- d. an appeal against any fine penalty remedial order or publicity order
- e. costs incurred as a result of the failure to comply with any remedial order or publicity order
- f. costs and expenses insured by any other policy
- g. any investigation or prosecution brought other than under the laws of Great Britain Northern Ireland the Channel Islands or the Isle of Man

### Our Right of Recovery

The indemnity granted by this section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to employees in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

However, You will repay to Us all sums We would not have been liable to pay but for the provisions of such law.

### Payment for Court Attendance

We will compensate You if, at Our request, You or any director partner or employee of Yours is attending court as a witness in connection with a claim for which You or any of the Additional Persons Insured is entitled to indemnity.

The maximum We will pay for

1. You, each director or partner is £500 per day
2. each employee is £250 per day

### Temporary Employees

We will indemnify You in respect of Bodily Injury to any Temporary Employees provided that:

1. a maximum of 50 Days in total in any one Period of Insurance is worked by all temporary employees and
2. You continue to declare the total number of persons working as required by Policy condition – Alteration of the Business or Number of Persons Working.
3. Section 2 - Employers Liability is shown as insured on the Schedule

For the purposes of this extension:

1. Temporary Employee means any person engaged by You on a non-permanent basis where Your intention is to engage them for a limited period of time only during the Period of Insurance
2. Day means any date on which a person undertakes work for You regardless of the number of hours worked by them on that date

The Limit of Indemnity shall not exceed the limit stated in the Schedule for this section.

### Unsatisfied Court Judgments

If a judgment for damages or costs in respect of Bodily Injury sustained by an Employee arising out of and in the course of employment or engagement by You in connection with The Business and arising from an accident occurring within the Territorial Limits during the Period of Insurance

## Section 2 – Employers Liability

1. is obtained by such Employee in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than You domiciled or operating from premises within those territories and
2. remains wholly or partially unsatisfied six months after the date of such judgment

at Your request We will pay to such Employee the amount of damages and costs remaining unsatisfied

Provided that

1. there is no appeal outstanding
2. the Employee or their personal representative has assigned judgment to Us.

### Exclusions

We will not provide indemnity in respect of

#### Asbestos

any liability of whatsoever nature arising out of mining, processing, manufacturing, removing, disposing of, distributing or storing of Asbestos or products made of Asbestos.

This exclusion shall not apply if in respect of such removal or disposal of Asbestos or products made of Asbestos:

1. such activity does not form part of Your usual activity or Business
2. the discovery of Asbestos by You is unintentional and accidental and that upon discovery of Asbestos or products made of Asbestos all work immediately stops and
3. an HSE licenced Asbestos contractor is employed as soon as practicable to make safe the area in which the discovery is made and who has Public and Employers' Liability Insurance in force for limits no less than those stated on Your own policies and that such work is not excluded by the contractor's own Public and Employers' liability policies.

#### Hazardous Locations

liability arising out of any work carried out in or on Hazardous Locations.

#### Hazardous Materials

liability arising out of the use, handling, storage, removal or disposal of Hazardous Materials.

#### Offshore

liability arising out of work undertaken or visits Offshore.

#### Passenger Liability

Bodily Injury sustained by any director or Employee while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation.

## Section 3 – Tools and Transit

Applicable only if stated in the Schedule

### Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this section and shall keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

#### Contract

Any contract or agreement entered into by You to carry out work in the course of The Business.

### Cover

We will indemnify You against Damage occurring within the Territorial Limits, including transit other than by sea or air, during the Period of Insurance to

1. Tools of Trade provided that We shall not be liable for
  - a. more than the Tools of Trade Sum Insured shown in the Schedule for each individual person in respect of any one occurrence or series of occurrences attributable to one original cause or source
  - b. more than £1,500 in respect of any one item insured under this Section.
2. materials and other goods for incorporation in the Contract the property of You or held by You in trust or on commission being carried by Your motor vehicle(s) for an amount not exceeding the Sum Insured shown in the Schedule in respect of any one occurrence or series of occurrences attributable to one original cause or source.

### Exclusions

We will not provide indemnity in respect of

#### Deterioration

Damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or the carriage of explosives mechanical or electrical breakdown or failure.

#### Documents

any Consequential Loss or any costs of replacing or reinstating Data or rewriting documents.

#### Excess

the Excesses shown in the Schedule.

#### Glass

Damage to glass other than arising from the explosion or theft or accident to the conveying vehicle.

#### Livestock

loss of or injury to livestock

#### Money

Damage to Money documents or title deeds bonds promissory notes precious stones bullion gold or silver articles and jewellery.

#### Theft from Open Sided/Backed Vehicles

theft from open sided or open backed vehicles or trailers, unless the vehicle or trailer is stolen at the same time.

#### Theft from Soft Sided/Topped/Backed Vehicles

theft from soft sided soft topped or soft backed vehicles or trailers unless the vehicle or trailer is stolen as well.

#### Theft from Unattended Vehicles

theft from any Unattended motor vehicle or trailer between the hours of 20:00 and 07:00 unless the vehicle or trailer

1. is contained within a locked and secure building yard or compound or
2. has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer. Such alarm must comply with Thatcham Category 1 specification and be powered by its own battery and cover the front, rear and side doors of the motor vehicle.

#### Theft of Tools of Trade

theft of Tools of Trade from an Unattended motor vehicle or trailer unless

1. such property is secured in a locked boot or locked glove box within the vehicle and
2. such theft results from forcible and violent entry into a securely locked motor vehicle.

For the purposes of Exclusions Theft of Tools of Trade and Theft from Unattended Vehicle Unattended shall mean all times when the driver does not have the vehicle under direct observation and is not close enough and fit and able to have a reasonable prospect of deterring or attempting to prevent any interference with or theft of or from the vehicle.

#### Unexplained Losses

any unexplained disappearance or inventory shortage.

### Conditions

The following Conditions Precedent apply to this Section.

(Also refer to the Policy Conditions at the back of this policy booklet).

#### Indemnity

We shall be entitled to indemnify You by

1. payment of the amount of the loss or
2. a replacement or repair of the property or any part thereof insofar as it is practicable to do so and You shall at no cost to Us produce such plans documents books and information as We may reasonably require.

## Section 3 – Tools and Transit

### **Police Report**

You will report all losses involving theft or disappearance to the police immediately and You will take all practical steps to discover the guilty person and recover the property.

You will provide us with the police crime reference number for each loss reported.

### **Possession and Salvage**

We shall be entitled on the happening of any Damage to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to Us.

# Section 4 – Contract Works and Plant

Applicable only if stated in the Schedule

## Definitions

(Also refer to the Policy Definitions at the front of this policy booklet).

The following definitions apply to this section and shall keep the same meaning wherever they appear in the section, unless an alternative definition is stated to apply.

### Average

Whenever the Sum Insured is declared subject to Average if the Sum Insured at the time of Damage is less than 85% of the total value of the property insured then You shall be Your own insurer for the difference and shall bear a proportional part of the loss accordingly.

### Contract

Any contract or agreement entered into by You to carry out work in the course of The Business.

### Contract Site

A site within the Territorial Limits at which You are carrying out work under a Contract

### Hired in Plant

Contractor's plant, machinery and equipment including site huts or other temporary site buildings and contents therein (excluding Tools of Trade or Own Plant) hired-in by You for use in connection with the Contract to the extent that You are responsible under the hire agreement. Hired-in plant and equipment is deemed to exclude plant and equipment that is the subject of a leasing or hire purchase agreement between You and a lessor or hire purchase company

### Maintenance Period

The period indicated in the conditions of the Contract, but not exceeding 12 months, during which You are responsible for rectifying defects.

### Own Plant

Contractor's plant, machinery and equipment including site huts or other temporary site buildings and contents therein (excluding Tools of Trade or Hired in Plant) owned by You and for use in connection with the Contract. Own plant is deemed to include plant and equipment that is the subject of a leasing or hire purchase agreement between You and a lessor or hire purchase company

### Territorial Limits

England Scotland Wales Northern Ireland the Channel Islands or the Isle of Man

### The Works

1. Temporary or permanent works completed or to be completed as part of any Contract
2. Materials for incorporation whilst
  - a. on the Contract Site
  - b. in transit to or from the Contract Site by road rail or inland waterway
  - c. temporarily stored elsewhere than on any Contract Site

## Cover

We will indemnify You by payment or at Our option by reinstatement or repair for Damage occurring within the Territorial Limits to

1. The Works
2. Own Plant other than Tools of Trade whilst
  - a. on a Contract Site
  - b. in transit to or from a Contract Site by road rail or inland waterway
  - c. at the Premises in a securely locked compound garage or building
  - d. elsewhere in respect of construction plant equipment and machinery which is undergoing maintenance or repair
3. Hired in Plant whilst
  - a. on a Contract Site
  - b. in transit to or from a Contract Site by road rail or inland waterway
  - c. at the Premises in a securely locked compound garage or building
  - d. elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair

Provided that

1. such property is property belonging to You or for which You are responsible
2. the property is stated as insured in the Schedule
3. Our liability for all Damage arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Sum Insured in respect of each item of property insured stated in the Schedule
4. the Sum Insured for
  - a. The Works plus any additional amount shown in The Works Sum Insured Increase extension.
  - b. Own Plant
  - c. Hired in Plantmeans the aggregate total value at risk at all Contract Sites at any one time
5. the Sums Insured for The Works Own Plant and Hired in Plant are each separately subject to Average.

## Extensions

The following extensions apply to this section.

### Additional Interests

We will, to the extent required by the conditions of the Contract include the interest as joint insured of any employer or contractor provided that such employer or contractor shall observe fulfil and be subject to the terms Conditions and Exclusions of this policy.

## Section 4 – Contract Works and Plant

### Automatic reinstatement of the sum insured

In the event of any claim the Sum Insured will be automatically reinstated from the date of the loss, unless there is written notice by Us or You stating otherwise.

You will have to pay an additional premium for this.

### Consecutive Damage

Damage to Property Insured at any one Contract Site during a period of 72 hours caused by

1. earthquake
2. storm, flood or other water damage
3. subsidence or collapse

will be considered for the purpose of applying any Excess as one occurrence of Damage.

### Continuing Hire Charges

We will indemnify You in respect of Your legal liability to pay Continuing Hire Charges as a result of Damage to any item of Hired in Plant for which a claim has been accepted under this policy by Us for a maximum period of 60 days following Damage and We shall not be liable for the first 48 hours that the plant is out of commission.

The maximum We will pay in respect of any one claim is £25,000.

The maximum We will pay in any one period of insurance is £50,000.

### Debris Removal

We will indemnify You in respect of the costs and expenses that you incur, with Our consent, for

1. removing debris
2. dismantling or demolishing
3. shoring up or propping

of any damaged property forming the basis of a claim under this Section of the policy.

### European Union and Public Authorities

Following Damage to Works, We will pay the additional cost of reinstating the Property Insured necessary to comply with any

1. European Union Legislation.
2. Act of Parliament.
3. Bye-Laws of any public authority.

We will not indemnify You in respect of

1. costs incurred,
  - a. in respect of Damage not insured by this Section,
  - b. where notice was served on You before the Damage occurred,
  - c. where an existing requirement must be completed within a stipulated period,
  - d. in respect of property or parts of the property, other than foundations

(unless foundations are specifically excluded) which have not suffered Damage.

2. any charge or assessment arising from capital appreciation following compliance with this legislation.

The reinstatement, repair or replacement

- a. must begin and be carried out as quickly as possible
- b. may be carried out on another site if necessary provided this does not increase Our liability.

If Our liability under this Section is reduced by the application of any terms of this policy, Our liability under this extension will be similarly reduced.

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

### Expedition Expenses

We will indemnify You in respect of the extra costs incurred to expedite reinstatement, replacement or repair of The Works following Damage insured by this section. Subject to Our consent the costs shall include the additional costs of overtime, weekend and shift working and constructional plant hire charges.

The maximum We will pay in respect of any one claim is £25,000.

### Free Issue Materials

The Works will include all materials supplied free of charge for inclusion in the Contracts insured by this section provided that the value of such materials is included in the Sum Insured shown in the Schedule.

### Hired in Plant Legal Costs and Expenses

We will indemnify You in respect of payment of legal costs and expenses incurred with Our written consent in respect of any claim relating to Damage to Hired in Plant which may be the subject of indemnity under this policy.

### Immobilised Plant

We will indemnify You in respect of any costs incurred by You in the recovery or withdrawal of Own Plant or Hired in Plant which is unintentionally immobilised whilst being used in connection with the Contract provided that such recovery or withdrawal is not necessitated solely by reason of mechanical or electrical breakdown or derangement, and only to the extent for which You are responsible under the terms of a hire agreement (not being a leasing or hire purchase agreement).

### Indemnity to Sub-Contractors

We will, to the extent required by contract conditions, provide indemnity to nominated or domestic subcontractors in respect of Damage to the Property Insured.

### Negligent Breakdown

We will indemnify You in respect of accidental Damage to Hired in Plant arising from any breakdown due to the negligence misuse or misdirection of the property by You or Your Employees.

Provided that:

1. You shall be responsible for the first £250 of each and every claim
2. Our liability under this extension shall not exceed £5,000 in respect of any one item and £25,000 in respect of any one claim

## Section 4 – Contract Works and Plant

3. You are responsible for such Hired in Plant equipment and machinery under the terms of a hire agreement excluding a lease or hire purchase agreement.

### Off-site Storage

We will indemnify You in respect of Damage to site materials for use in connection with the Contract whilst temporarily stored anywhere within the Territorial Limits provided You are responsible for them under the terms of the Contract. Our liability under this extension shall not exceed 25% of the Sum Insured or £125,000 whichever is lower.

### Professional Fees

We will indemnify You in respect of payment of architects surveyors consultants and other professional fees necessarily incurred by You in the reinstatement of the property insured consequent upon its Damage but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale or schedule of charges of the appropriate body or institute nor 10% of the Sum Insured stated in the Schedule in respect of The Works.

### Redrawing Plans or Documents

We will indemnify You in respect of Damage to deeds plans drawings specification and files provided that Our liability shall be restricted to the value of materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to You of the information contained therein.

### Speculative Building

We will indemnify You for Damage to any private dwelling being built by You other than under any Contract. This indemnity will cease:

1. From the date that such private dwelling is sold, leased or let by You
  2. 90 days after completion
  3. from expiry or non-renewal of this policy or section
- whichever is the earlier

Our liability under this extension shall not exceed the Sum Insured shown in the Schedule for The Works.

### Taken Into Use

We will indemnify You in respect of Damage to any part of the permanent Works taken into use as private dwellings or offices.

This indemnity will cease when

1. a certificate of completion has been issued
- or
2. the permanent Works have been completed and handed over to Your employer.

### The Works Sum Insured Increase

In the event of an increase in the value of any Contract the Sum Insured will be automatically increased in respect of The Works. Provided that the amount of the increase shall not exceed 20% of the Sum Insured.

## Exclusions

We will not provide indemnity in respect of

### Breakdown and Wilful Acts

Damage to Own Plant or Hired in Plant arising from or caused by

1. mechanical or electrical breakdown or derangement other than the indemnity provided under the Negligent Breakdown Extension
2. any wilful act or wilful neglect

### Completed Works

Damage to any part of the permanent Works

1. for which a certificate of completion has been issued
- or
2. which has been completed and handed over to Your employer
- or
3. taken into use unless indemnity is provided under the Taken Into Use or Speculative Buildings Extensions

unless the Damage occurs

1. during the Maintenance Period but caused before the beginning of the Maintenance Period or
2. while You are carrying out Your obligations under the Maintenance Period or
3. within 14 days of the issue of a certificate of completion but only to the extent You are responsible under the conditions of the Contract

### Consequential Loss

Consequential Loss including penalties losses due to delay lack of performance or loss of contract but this Exclusion shall not apply in respect of liability for the payment of Continuing Hire Charges provided that such liability has been insured.

### Defective Workmanship or Materials

Damage due to defective workmanship or materials provided that this Exclusion shall be limited to the structure or work immediately affected and shall not be deemed to exclude Damage to other parts of The Works or other insured property by an accident resulting from such defect.

### Design

Damage due to fault defect error or omission in design plan or specification.

### Deterioration

Damage due to wear and tear rust or other deterioration insects or vermin.

### Excess

The Excesses shown in the Schedule.

### Existing Structure

Damage to any existing property including any existing property being altered or repaired.

## Section 4 – Contract Works and Plant

### Governing Authorities

Damage arising from or caused by confiscation commandeering nationalisation requisition or destruction by order of any government or any public or local authority.

### Hazardous Locations

Any work carried out by You or on Your behalf in or on Hazardous Locations.

### Hazardous Materials

liability arising out of the use, handling, storage, removal or disposal of Hazardous Materials.

### Inventory Losses

Damage

1. by disappearance or shortage discovered only when an inventory is taken or
2. which is not traceable to an event.

### Money

Damage to cash bank notes cheques postal orders money orders stamps or securities.

### Plant in Transit and Tower Cranes

Damage to any

1. plant which is in transit other than by road rail or inland waterway
2. tower cranes

### Plant Security

Theft of self-propelled items of constructional plant equipment or machinery when left Unattended overnight or at weekends unless they are:

1. locked at all points of access with all ignition and other keys removed and all security alarms and immobilisers fitted to such plant being set and operational or
2. contained within a locked and secure building yard or compound

### Relief of Responsibility

Damage for which You are relieved of responsibility by the conditions of the Contract.

### Theft from Unattended Vehicle

Theft from any vehicle left Unattended unless:

1. the vehicle is protected by an intruder alarm system which is in full and efficient working order and which will operate in the event of interference with the vehicle or contained within a locked and secure building yard or compound if left Unattended between the hours of 20:00 and 07:00 and
2. the doors of the vehicle are locked and all its windows and other openings fully closed and properly fastened; and
3. the property was concealed from view in a locked boot where such facilities are available or concealed from view and secured by physically restraining security devices which We have approved.

### Tyres

Damage to tyres unless the vehicle or plant is damaged at the same time.

### Use by the Employer

Damage due to the use or occupation by Your employer of any portion of The Works which has been handed over to Your employer.

### Watercraft and Vehicles

Damage to any

1. watercraft aircraft or hovercraft
2. mechanically propelled vehicle or plant (including anything attached to such vehicle or plant)
  - a. used in circumstances where compulsory insurance or security is required by any road traffic legislation
  - b. where indemnity is provided by any other policy or security.

For the purposes of Exclusions Plant Security and Theft from Unattended Vehicle, Unattended shall mean all times when You or Your Employee does not have the vehicle under direct observation and is not in a position to have a reasonable prospect of preventing or deterring any interference with or theft of or from the vehicle.

## Conditions

The following Conditions Precedent apply to this section.

(Also refer to the Policy Conditions at the back of this policy booklet).

### Cessation of Works

If, for whatever reason, construction work at the Contract Site is suspended or stopped, You must notify Us within 90 days of the suspension or stoppage.

We may at Our option,

1. modify Your premium,
2. amend the terms and conditions of this Section,
3. require You to make alterations to the Contract Site or the Works,
4. exercise Our right to cancel Your policy under Policy Condition – Cancellation

### Diminution of Damage

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

### Police Report

You will report all losses involving theft or disappearance to the Police as soon as reasonably practical and You will take all practical steps to discover the guilty person and recover the property.

You will provide us with the Police crime reference number for each loss reported.

# Section 5 – Legal Expenses Insurance

## Legal Expenses Insurance Section

This section of cover is underwritten by DAS Legal Expenses Insurance Company Limited, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk)

DAS Law Limited Head and Registered Office:

DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL.

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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

## This is your Commercial Legal Protection Section

### DAS agreement

This section of the policy, the policy schedule and any endorsement shall be considered as one document.

**We** agree to provide the insurance described in this section of the policy for the **insured person** in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of the policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. the insured incident happens within the **countries covered**.

### What we will pay

**We** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **we** have agreed to, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £500,000.
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**. The amount **we** will pay a law firm (where acting as an **appointed representative**), is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist

4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award
6. in respect of **Legal defence 6. Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount the court pays.

### What we will not pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **us**.
2. The total of the employment compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

## Definitions applicable to this section

### appointed representative

The **preferred law firm**, **tax consultancy**, representative accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

### business

As shown in the policy schedule.

### business premises

As shown in the policy schedule.

### costs and expenses

- (a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- (b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

### countries covered

- (a) For insured incidents **Legal defence** (excluding **5. Statutory notice appeals**), and **Personal injury**  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- (b) For all other insured incidents  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

### DAS Standard Terms of Appointment

The terms and conditions (including the of Appointment amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

## Section 5 – Legal Expenses Insurance

### date of occurrence

- (a) For civil cases (other than under insured incident **Tax protection**), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** or an **insured person** first became aware of it.)
- (b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- (c) For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies **you** of its intention to carry out an enquiry. For **VAT** or **employer compliance disputes**, the date the dispute arises during the **period of insurance**.
- (d) For insured incident **Legal defence 5. Statutory notice appeals**, the date when the **insured person** is issued with the relevant notice and has the right to appeal.

### employer compliance dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

### insured person

**You** and the directors, partners, managers and employees.

### period of insurance

The period for which **we** have agreed to cover the **insured person**.

### preferred law firm or tax consultancy

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

### reasonable prospects

- (a) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

### tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (a) includes a request to examine any aspect of your books and records; or
- (b) advises of a check of your whole tax return.

### VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

### we, us, our, DAS

DAS Legal Expenses Insurance Company Limited.

### you, your

The **business** that has taken out this section of this policy (shown as the policyholder in the policy schedule).

## Insured Incidents

## Employment disputes and compensation awards

### 1. Employment disputes

#### What is covered

**Costs and expenses** to defend **your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an employee; or
  - (ii) where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure; or
- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
  - (i) a contract of employment with **you**; or
  - (ii) an alleged breach of the statutory rights of an employee, ex-employee or prospective employee under employment legislation.

#### What is not covered

A claim relating to the following:

1. a dispute where the cause of action arises within the first 90 days of the start of this section of the policy
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this section of the policy if the date of occurrence was within 180 days of the start of this section of the policy
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this section of the policy
4. damages for Personal injury or loss of or damage to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

# Section 5 – Legal Expenses Insurance

## 2. Compensation awards

### What is covered

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under insured incident 1.

Provided that:

- (a) in cases relating to performance and/ or conduct, **you** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **our** legal advice service (Telephone **0330 100 9616**)
- (b) for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (Telephone **0330 100 9616**)
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0330 100 9616**)
- (d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**.

### What is not covered

1. Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights, paternity, parental or adoption rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.

4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure

## 3. Employee civil legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **your** employees.

Please note that **we** will only provide cover for an **insured person** (other than **you**) at **your** request.

## 4. Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

### What is not covered

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

## Legal defence

### What is covered

**Costs and expenses** to defend the **insured person's** legal rights:

#### 1. Criminal pre-proceedings cover

Prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence

#### 2. Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

Please note **we** will only cover criminal investigations and/ or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule.

#### 3. Data protection

If civil action is taken against the **insured person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/ or a data processor by:

- a) An individual. **We** will also pay any compensation award in respect of such a claim.
- b) A data controller and/ or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/ or data processor.

## Section 5 – Legal Expenses Insurance

Please note **we** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of 3(a) any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **us**.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section Exceptions 3 on page 30

### 4. Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

### 5. Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

### 6. Jury service and court attendance

An **insured person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (b) **you** request **us** to provide cover for the **insured person**.

#### What is not covered

A claim related to the following:

1. prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle
2. an appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence, mandatory registration or British Standard Certificate of Registration
3. a Statutory Notice issued by an **insured person's** regulatory or governing body.
4.
  - a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
  - b) a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.

Please note this exclusion applies to section 3 of the Legal Defence cover

## Property Protection

### What is covered

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

1. any event which causes physical damage to such material property; or
2. a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
3. a trespass.

Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.

### What is not covered

A claim relating to the following:

1. a contract **you** have entered into
2. goods in transit or goods lent or hired out
3. goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**
4. mining subsidence
5. defending **your** legal rights but **we** will cover defending a counter claim
6. a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the **business** of selling motor vehicles)
7. the enforcement of a covenant by or against **you**.

## Personal injury

### What is covered

At **your** request, **we** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

### What is not covered

A claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

# Section 5 – Legal Expenses Insurance

## Tax protection

### What is covered

1. A **tax enquiry**
2. An **employer compliance dispute**
3. A **VAT dispute**

Provided that:

- (a) **you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule.

### What is not covered

1. Any claim relating to a tax avoidance scheme.
2. Any failure to register for Value Added Tax or Pay As You Earn.
3. Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. Any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Exceptions

**We** will not pay for the following:

### 1. Late reported claims

Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.

### 2. Costs we have not agreed

**Costs and expenses** incurred before **our** written acceptance of a claim.

### 3. Court awards and fines

Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.

### 4. Legal action we have not agreed

Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.

### 5. Intellectual property rights

Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

### 6. Deliberate acts

Any insured incident deliberately or intentionally caused by an **insured person**.

### 7. Franchise or agency agreements

Any claim relating to rights under a franchise or agency agreement entered into by **you**.

### 8. A dispute with DAS

A dispute with **us** not otherwise dealt with under policy condition 8.

### 9. Shareholding or partnership disputes

Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.

### 10. Judicial review

**Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

### 11. Nuclear, war and terrorism risks

Any claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

### 12. Bankruptcy

Any claim where either at the start of, or during the course of a claim, **you**:

- (a) are declared bankrupt
- (b) have filed a bankruptcy petition
- (c) have filed a winding-up petition
- (d) have made an arrangement with **your** creditors
- (e) have entered into a deed of arrangement
- (f) are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

### 13. Group or Class Actions

Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.

### 14. Defamation

Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

## Section 5 – Legal Expenses Insurance

### 15. Calendar date devices

Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

### 16. Litigant in person

Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

## Conditions

Applicable to this section of the policy

### 1. Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm, tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** will give **you** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**), is currently £100 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

### 2. Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask **you** to.

### 3. Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.

- (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
- (c) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action.

In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

- (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.

### 4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

### 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

### 6. Withdrawing cover

If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any **costs and expenses** **we** have paid.

### 7. Expert opinion

**We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**.

Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

### 8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small **business**, **you** can contact the Financial Ombudsman Service for help. Details available from [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of **business**).

## Section 5 – Legal Expenses Insurance

The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

### 9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this section of the policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

### 10. Cancelling this section of the policy

**We** can cancel this section of the policy at any time as long as **we** tell **you** at least 14 days beforehand. **You** can cancel this section of the policy at any time as long as **we** are told at least 14 days beforehand.

### 11. Fraudulent claims

**We** will, at **our** discretion, void this section of the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at our discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

### 12. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this section of the policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section of the policy in relation to any third-party rights or interest.

### 13. Other insurances

If any claim covered under this section of the policy is also covered by another policy, or would have been covered if this section of the policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

### 14. Law that applies

This section of the policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

## Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please telephone **us** on **0330 100 9616** as soon as **you** become aware of the problem. **We** will ask **you** about **your** legal issue and if necessary call back to give **you** legal advice.

## Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this section of the policy, telephone **us** on **0330 100 9616** quoting scheme number TS5/5037194 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not, but **we** will pass the information **you** have given **us** to **our** claims handling teams and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

## Data protection

To comply with data protection regulations **we** are committed to processing the **insured person's** personal information fairly and transparently. This section is designed to provide a brief understanding of how **we** collect and use this information.

**We** may collect personal details, including the **insured person's** name, address, date of birth, email address and, on occasion, dependent on the type of cover the **insured person** has, sensitive information such as medical records. This is for the purpose of managing the **insured person's** products and services, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain the **insured person's** personal information either directly from them, the third party dealing with the **insured person's** claim or from the authorised partner who sold them the policy.

### WHO WE ARE

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the **insured person's** personal data by **us** and members of the DAS UK Group are covered by **our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### HOW WE WILL USE YOUR INFORMATION

**We** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the **insured person** to ask for their feedback, or members of the DAS UK Group. If the **insured person's** policy includes legal advice **we** may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the **insured person** has, their information may also be sent outside the EEA so the service provider can administer their claim.

## Section 5 – Legal Expenses Insurance

We will take all steps reasonably necessary to ensure that the **insured person's** data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose the **insured person's** personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via our website.

### WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for us to use the **insured person's** personal information to perform our obligations in accordance with any contract that we may have with the **insured person**. It is also in our legitimate interest to use the **insured person's** personal information for the provision of services in relation to any contract that we may have with you.

### HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain the **insured person's** personal data for 7 years. We will only retain and use their personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use the **insured person's** personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### WHAT ARE YOUR RIGHTS?

The **insured person** has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### HOW TO MAKE A COMPLAINT IN RELATION TO DATA PROTECTION

If the **insured person** is unhappy with the way in which their personal data has been processed, the **insured person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **insured person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision.

The Information Commissioner can be contacted at:-

Information Commissioner's Office Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## How to make a complaint

We always aim to give you a high quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Or you can phone us on **0344 893 9013** or email us at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

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

If you are still not satisfied and are a small **business you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR.

You can also contact them on: **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones), or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).  
Website: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ.

You can also contact them by telephone on **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using these services does not affect your right to take legal action.

## Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.das.co.uk](http://www.das.co.uk) and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact us at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) with your email address, quoting your policy number and we will contact you by email to inform you of future updates to the information.

## Section 5 – Legal Expenses Insurance

### DAS businesslaw

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) you can create ready- to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

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

To access DASbusinesslaw, **you** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using **your** DAS policy number TSS/5037194 and the voucher code DAS472301.

If **you** experience any problems accessing the service, please email details of **your** problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with **your** policy number **TSS/5037194** in the subject box.

### Helpline services

**You** can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** the policy number and the name of the insurance provider who sold **you** the policy.

### Legal advice service

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

**Our** legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this

jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

**Specialist advice is provided 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back. Contact us on 0330 100 9616.**

### Tax advice service

**We** offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

**Tax advice is provided by tax advisors 9am–5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back. Contact us on 0330 100 9616**

### Counselling service

**We** will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

**The counselling service helpline is open 24 hours a day, seven days a week. We will not accept responsibility if the helpline services are unavailable for reasons we cannot control. Contact us on 0344 893 9012**

# Policy Conditions

Each section of the policy contains Conditions. They must be read in conjunction with the following Policy Conditions which apply to all sections unless otherwise stated.

## Alteration of Risk or Number of Persons Working

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

- (a) In or to The Business,
- (b) Due to The Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- (c) Due to its disposal or removal
- (d) In respect of which Your interest ceases except by operation of law,
- (e) in respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining The Premises
- (f) to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception, renewal or alteration of the policy,
- (g) in the number of workers, which exceeds the number specified in the Schedule,

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

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

- discuss it with Your insurance broker or adviser; or
- disclose it to Us.

Upon being notified of any such alteration, We may, at Our absolute discretion

- (i) continue to provide cover under the appropriate Section on the same terms
- (ii) restrict the cover provided by the Section
- (iii) impose additional terms
- (iv) alter the premium
- (v) cancel the Section and, or the policy

If You fail to notify Us of any such alteration, We may, at Our absolute discretion;

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

## Arbitration

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

## Cancellation

- (a) You may cancel Your policy
  - (i) within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the policy does not meet Your requirements. We will return part of the premium proportionate to the unexpired Period of Insurance
  - (ii) at any other time.

In such event We will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to a minimum premium of £25 plus Insurance Premium Tax being retained by Us

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
--	--

within 1 month	80%
within 2 months	70%
within 3 months	60%
within 4 months	50%
within 5 months	40%
within 6 months	30%
within 7 months	20%
within 8 months	10%
more than 8 months	0%

provided that no claims have been paid or are outstanding during the current Period of Insurance.

- (b) Other than when Policy Condition - Fraud applies, We may cancel Your policy
  - (i) by sending You 14 days written notice to Your last known address.

We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that

- no claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance.
  - We have not identified a breach of any Policy Condition.
- (ii) immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement.

If this policy or the Employers' Liability Section is cancelled any certificates of Employers' Liability Insurance are cancelled from the same date. Any copied should not be displayed at Your Premises.

## Claims – Cooperation

It is a Condition Precedent to liability that You will provide all help assistance and cooperation required by Us in connection with any claim.

## Claims – Our Rights

Having been advised of a claim or of an occurrence which might give rise to a claim under this policy, We will be entitled

# Policy Conditions

1. to undertake in Your name the defence control or settlement of any claim and for Our own benefit take proceedings in Your name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
2. to pay You in settlement of Our liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - a. the Limit of Indemnity or Sum Insured of the appropriate section or
  - b. such lesser amount for which the claim or claims may be settled

We will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid

Paragraph 2. b. does not apply to Section 1 Public and Products Liability and Section 2 Employers Liability

3. at Our sole option indemnify You by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof. We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and Our indemnity shall not exceed the Sum Insured shown in the Schedule.

## Claims – Repayment of Excess

You will repay to Us the amount of the Excess for which We have made payment.

## Claims – Your Actions

It is a Condition Precedent to liability that whenever anything occurs which might give rise to a claim under this policy You will

1. Immediately notify Us but no later than
  - a. 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers
  - b. 7 days after the date of loss for any claim in respect of Hired in Plant
  - c. 30 days after the date of loss for any other loss

and provide such written information or details as required

2. immediately notify the Police of any loss of Money or Damage by theft or malicious persons
3. do and permit to be done all things reasonably practicable to minimise the Damage or to minimise or check any interruption of or interference to The Business or to avoid or diminish the loss
4. send to Us immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
5. not admit liability to any party
6. at Your own expense provide Us such books of account and other documents proofs information explanation and other evidence as may reasonably be required by Us for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith.

## Contracts (Rights of Third Parties) Act 1999

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

## Fair Presentation of the Risk

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

- (1) You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy.  
Should You be in any doubt as to whether information should be presented to Us, You must
  - discuss it with Your insurance broker or adviser, or
  - disclose it to Us.
- (2) We may, at Our absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
  - (a) deliberate or reckless; or
  - (b) of such other nature that, if You had made a fair presentation, We would not have issued the policy.

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

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

For the purposes of this Condition references to:

- (i) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- (ii) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- (iii) issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires,
- (iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this Condition (where there is more than one contract of insurance).

# Policy Conditions

## Fraud

If You or anyone acting on Your behalf:

- (a) makes any false or fraudulent claim,
- (b) makes any exaggerated claim,
- (c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- (d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

- (i) refuse to pay the whole of the claim; and
- (ii) recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in (a) – (d) above. In that event, You will:

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

## Identification

The policy and the Schedule will be read as one contract.

## Language

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

## Observance of Policy Terms

It is a Condition Precedent to liability that the answers and statements in the application form or declaration made by You are true and complete and that You observe and fulfil the terms Conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by You.

## Other Insurances

If at the time of any loss damage or destruction or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency We will not be liable for more than Our rateable proportion thereof and You will declare to Us the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance.

## Reasonable Precautions

It is a Condition Precedent to liability that You will take all reasonable precautions to prevent Bodily Injury or Damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations.

## Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

1. enforce a right or remedy

or

2. obtain relief or indemnity

from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury. We may require You to carry out such actions before or after We make any admission of or payment of a claim.

# Policy Exclusions

Each Section of this policy contains Exclusions. They must be read in conjunction with the following Policy Exclusions which apply to all sections unless otherwise stated.

We will not provide indemnity in respect of

## Act of Terrorism

Any liability death injury loss damage or destruction or any cost or expense of whatsoever nature or wheresoever arising (including Consequential Loss and damage) directly or indirectly caused by resulting from or in connection with

1. an Act of Terrorism
2. any action taken in controlling preventing suppressing or in any way relating to an Act of Terrorism

except as stated in **Special Provision – Act of Terrorism below**

In any action suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with exclusion 1 and 2 above regardless of any other contributory cause or event is not covered under this policy (or is covered only up to a specified limit of liability) the burden of proving that any such consequence is covered (or is covered beyond that limit of liability) under this policy shall be upon You.

## Special Provision – Act of Terrorism

Subject otherwise to the terms of the policy

Exclusion 1 and 2 above shall not apply to Section 1 – Public and Products Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Act of Terrorism is limited to £5,000,000 or any other amount specified in the policy for Public and Products Liability whichever is the lower.

When Section 2 – Employers' Liability is insured by this policy exclusion 1 and 2 above shall not apply to Section 2 Employers' Liability but the Limit of Indemnity for the purpose of this Special Provision – Act of Terrorism is limited to £5,000,000 including Costs and Expenses.

## Consequential Loss

Consequential Loss of any kind or description except where specifically included.

## Fines or Penalties

The cost of fines or penalties punitive exemplary aggravated liquidated and multiple damages.

## Fraud

1. loss damage or destruction by fraud forgery or deception
2. theft or any attempted theft in which any director partner Employee or any member of Your family is concerned as principal or accessory.

## Money and Other Items

1. Money
2. securities and bonds
3. jewellery or precious stones
4. precious metals or bullion
5. furs or curios
6. rare books or works of art
7. goods held in trust or on commission
8. documents and manuscripts

9. business books or computer systems records
10. explosives
11. property in transit unless specifically mentioned.

This exclusion does not apply to the following Sections when insured by this policy

1. Section 1 Public and Products Liability
2. Section 2 Employers' Liability.

## Northern Ireland

Damage to any property in Northern Ireland or loss resulting therefrom or any Consequential Loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons.

## Other Insurances

Damage to property or liability or contingencies more specifically insured by other policy or security.

## Pressure Waves

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

## Radiation and Nuclear

Personal Injury or Damage to any Property, and loss or expense whatsoever, any Consequential Loss or any legal liability arising from

1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof.

However in relation to Section 2 Employers Liability exclusion 1 only applies when You under contract or agreement have undertaken to

1. indemnify another party
2. assume the liability of another party.

## War Commotion Governing Authorities

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or Event

1. war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power
2. nationalisation confiscation requisition seizure or destruction by any government or any public authority
3. any action taken in controlling, preventing, suppressing or in any way relating to 1 and 2 above.

However

1. Exclusions 1, 2 and 3 do not apply to Section 2 Employers' Liability when insured by this policy
2. Exclusion 2 does not apply to Section 1 Public and Products Liability when insured by this policy.

# Complaints and Compensation

## Complaints

(not applicable to the Legal Expenses Insurance Section)

Our objective is to provide a high standard of service to You at all times. However, We recognise that things can sometimes go wrong. When this occurs, We are committed to resolving matters promptly.

### What happens if You complain

- a) If We are unable to deal with Your complaint immediately, We will write to You within 5 working days of receipt and inform You who is dealing with the complaint and when You can next expect a response.
- b) We aim to conclude Our investigations promptly. However, in some circumstances, Our investigations may take some time, and We will keep You fully informed. This means that We will write to You as soon as We have concluded Our investigation or, if We have not been able to inform You of Our decision within 4 weeks of receipt, We will write to You to let You know. If We are not able to reach a decision within 8 weeks, We will write to You again, either; concluding Our investigation, or;  
advising You of when We expect to be able to conclude Our investigation, or;  
advising You of Your right to take Your complaint to the Financial Ombudsman Service
- c) When We conclude Your complaint We will write to You, giving You Our "Final Response". This will tell You if We have upheld or rejected Your complaint (in whole or in part), and if appropriate We will make an offer of redress.

### What You should do if You would like to complain

If You are disappointed with any aspect of the handling of Your insurance, please contact the Complaints Manager at:

Arch Insurance (UK) Limited  
5th Floor  
Plantation Place South  
60 Great Tower Street  
London  
EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

If Your complaint requires investigation by another party, We will pass details onto them to deal with in accordance with their complaints procedure. In this event, We will provide You with details of who We have passed your complaint to.

## Refer Your complaint to the Financial Ombudsman Service

If, after making a complaint to Arch Insurance (UK) Limited or DAS, you feel that the matter has not been resolved to your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling us) You may be able to refer Your complaint to the Financial Ombudsman at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: 0800 023 4567 (free for mobile phones and landlines)  
0300 123 9123 (calls cost no more than 01 and 02 numbers)

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

Website: [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)



**Arch UK Regional Division**

Arch Insurance (UK) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.