

Policy Wording

**Max 10/10**

Liability and Construction



# 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 Max 10/10 Liability and Construction policy setting out Your insurance protection in detail.

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

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

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

## 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 0345 258 3881 or email us at [archonlineclaims@archinsurance.co.uk](mailto:archonlineclaims@archinsurance.co.uk)

Please have Your policy number to hand when calling.

# 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.

Your Statement of Fact, the Schedule, Your policy 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 Conditions 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.

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

## 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.

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 our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-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 4 – 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. 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.

## 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

1. pre agreed damages or penalties payable under contract
2. pure economic or financial or consequential loss not specifically provided for herein; or
3. liability specifically assumed under contract for loss consequent upon Damage, which would not have attached in the absence of such contract.

## Data

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

## Employee

Any person who is:

1. under a contract of service or apprenticeship with You
2. borrowed by or hired to You
3. a labour master or supplied by a labour master
4. employed by labour only sub-contractors while working under Your control
5. self employed while working under Your control
6. under a work experience or training scheme
7. a voluntary helper while working under Your control in connection with The Business
8. an outworker or home worker when engaged in work on Your behalf

in connection with Your Business

## Failure of a System

The complete or partial failure or inability whether in terms of availability functionality and/or performance or otherwise of a System whether or not owned by You to operate at any time as desired as specified or as required in the circumstances of Your business activities.

## Microchip

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers.

## Money

Current:

1. coin, bank and currency notes
2. postal and money orders, bankers drafts, cheques and giro cheques
3. crossed warrants, bills of exchanges and securities for money
4. postage, revenue, national insurance and holiday with pay stamps
5. national insurance and holiday pay with cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
6. credit company sales vouchers, luncheon vouchers and trading stamps
7. VAT invoices

## 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 (both shown in The Schedule) or any subsequent period for which We accept payment for renewal of this policy.

## System

Computers other computing and electronic equipment linked to a computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

## 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.

## The Business

Activities directly connected with The Business specified in The Schedule.

### **The Excess**

The amount or amounts specified in The Schedule which You agree to pay as Your contribution.

### **The Premises**

The premises specified in The Schedule.

### **The Schedule**

The document which specifies details of The Policyholder, the premises, Property Insured and any excesses, endorsements and conditions applying to the policy.

### **Virus**

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

### **We / Us / Our**

#### **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.

#### **Legal Expenses Section**

DAS Legal Expenses Insurance Company Limited registered in England and Wales number 103274

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority  
Financial Services Register number 202106

Registered Office DAS House Quay Side Temple Back Bristol BS1 6NH.

### **You / Your / The Policyholder**

The persons, companies, partnerships or unincorporated associations named in The Schedule as the policyholder.



# Section 1 – Employers' 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.

### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

### Compensation

Damages, including interest.

### Costs and Expenses

- (1) Fees for The Insured's 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 The Insured is legally liable in connection with any Event which is or may be the subject of indemnity under this Section.

### Event

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

### The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or Offshore installations within the Continental Shelf around such territories.

### The Insured

- (1) You.
  - (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 organizations
      - (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 representative 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 number of parties claiming to be indemnified.

### The Limit of Indemnity

The maximum amount, stated in The Schedule, including Costs and Expenses, which We will pay in respect of any one Event.

### The Territorial Limits

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

## Cover

We will indemnify The 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.

## Clauses

The following clauses apply to this Section.

### Additional Activities

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) upkeep of vehicles and plant that are owned and used by You.
- (3) canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation in exhibitions.
- (6) private work by any Employee, with Your prior consent, for You or for any director, partner or Employee of Yours.

## Contractual Liability

We will indemnify The Insured in respect of liability for 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 each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

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

## Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

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 Defined Territories 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 another insurance policy.
- (4) In respect of fines or penalties of any kind.

## Manslaughter Costs

We will indemnify You in respect of

- a) legal costs and expenses incurred by You or any person entitled to indemnity with Our written consent in
  - i) the course of an investigation leading to the offence of
  - ii) defending You against criminal proceedings in connection with a charge of
  - iii) 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 equivalent 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

- b) 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
- 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, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The 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 provide indemnity in respect of liability arising out of the employment of temporary Employees provided that the total number of days during which all such temporary Employees are employed does not exceed 50 days during any one Period of Insurance.

For the purpose of this Clause the total number of days employed shall mean the combined total of days employed for all temporary Employees.

This extension only applies if an Employers' Liability premium has been paid and where the Employers' Liability Section is shown as operative in the Schedule for Employers' Liability.

## Unsatisfied Court Judgments

We will, at Your request, pay any Employee or his or her personal representative, the amount of damages and costs awarded to such person as a result of a judgment which has been obtained for Bodily Injury against any company registered in or any individual domiciled in The Defined Territories and which remain unpaid six months after the date of such judgment.

Payment will only be made where

- (1) the Bodily Injury was caused during any Period of Insurance to the Employee arising out of and in the course of employment by You in The Business.
- (2) the judgment was obtained in a court within The Defined Territories.
- (3) there is no appeal outstanding to the judgment.
- (4) the Employee, or his or her personal representative, assigns the judgment debt to Us.

## Exceptions

The following exceptions apply to this Section.

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

We will not provide indemnity in respect of

- (1) work Offshore.
- (2) Bodily Injury for which The Insured is required to arrange motor insurance or security in accordance with road traffic legislation.
- (3) any consequence whatsoever resulting from or in connection with any of the following regardless of any other contributory cause or Event
  - (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above except as stated in **Special Provision – Terrorism** below

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting from or in connection with (3) (a) or (3) (b) above regardless of any other contributory cause or Event is not covered under this Section (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 Section shall be upon You.

### Special Provision – Terrorism

Subject otherwise to the terms of the policy

When the Employers' Liability Section is insured by this policy neither of the exclusions in (3) (a) and (3) (b) above shall apply to the Employers' Liability Section but the Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 including Costs and Expenses.

- (4) liability arising in connection with manual work carried out by or on behalf of The Insured in the United States of America or Canada or any territory within their jurisdiction.

## Conditions

The following conditions apply to this Section.

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

### Suspension of Cover

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

## Additional Endorsements

This Section extends to include the following Additional Endorsements, only if stated as applying in The Schedule.

### D Erection of Buildings

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding fifteen metres in height and including any

- (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes, drains and sewers

forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

### E General Builders

We will indemnify The Insured in respect of

- (1)
  - (a) partial or total demolition
  - (b) road and footpath construction
  - (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives.
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

## **F Civil Engineering Contractors including Road and Sewer Contractors**

We will indemnify The Insured in respect of

- (1) partial or total demolition
  - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, of maintenance or repair.
  - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (3) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (4) water diversion or the use of explosives.
- (5) the construction of
  - (a) towers, steeples, chimney shafts, blast furnaces.
  - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon.
  - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (6) digging below the Depth Limit shown in The Schedule.

## **G Height Limit**

We will not provide indemnity for any work carried out above the height limit shown in The Schedule.

## Section 2 – 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.

#### Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

#### Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

#### Compensation

damages, including interest.

#### Costs and Expenses

- (1) Fees for The Insured's 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 The Insured is legally liable in connection with any event which is or may be the subject of indemnity under this Section.

#### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage

but not including loss of Data

#### Event

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

#### Financial Loss

A pecuniary loss suffered by any

- (1) customer of
- (2) user of any Products Supplied by

The Insured 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  
and
- (2) all loss, Damage to Property and Bodily Injury caused by such pollution or contamination.

#### Products Supplied

Anything which is

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

by You or on Your behalf and which is no longer in Your custody or control.

#### Property

Material property but shall not include Data

#### The Defined Territories

Great Britain, Northern Ireland, The Isle of Man, the Channel Islands or offshore installations within the continental shelf around such territories.

#### The Employer

The party named as the employer in the contract or agreement.

#### The Insured

- (1) You
- (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 has 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 pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

### **The Limit of Indemnity**

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

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.

### **The Period of Temporary Cover**

Up to 28 days from the date on which The Insured enters into the contract or starts the work, whichever is the earlier.

### **The Territorial Limits**

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

### **The Works**

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

- (1) all materials incorporated or to be incorporated
- (2) plants, 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 The Insured 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 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.

## **Clauses**

The following clauses apply to this Section.

### **Additional Activities**

The Business includes

- (1) ownership, use and upkeep of Your premises.
- (2) Upkeep of vehicles and plant which are owned and used by You.
- (3) Your canteen, social, sports, educational and welfare organisations for the benefit of any Employee.
- (4) Your first aid, fire, security and ambulance services.
- (5) Your participation at exhibitions.
- (6) Private work by any Employee, with Your prior consent, for You or for any director, partner or Employee.

### **Building Contracts Liability and Damage**

Where You are required to take out insurance to comply with

- (1) Clause 6.5.1 of the joint contracts tribunal standard form of building contract 2005 edition or any subsequent amendment or replacement  
or
- (2) the equivalent clause in other contract conditions.

We will indemnify You and The Employer in respect of any expense, liability, loss, claim or proceedings which The Employer may incur or sustain as a result of injury or Damage to any Property occurring within The Territorial Limits during The Period of Temporary Cover and caused by

- (a) collapse
- (b) subsidence
- (c) heave
- (d) vibration
- (e) weakening of or removal of support
- (f) lowering of ground water arising out of and in the course of or due to the carrying out of The Works.

The maximum amount We will pay in respect of any or all claims arising out of any one contract is The Limit of Indemnity stated in the Policy Schedule as applied to this Section of The Policy

You must ensure that

- (1) You tell Us about each contract to which this indemnity is to apply no later than seven days of
  - (a) entering into the contact
  - or
  - (b) starting the workwhichever is the earlier
- (2) You agree the terms and pay the premium as We require in respect of this indemnity and for the continuation of this indemnity.

We will not provide indemnity in respect of

- (1) the first £500 of each and every claim
- (2) any expense, liability, loss, claim or proceedings
  - (a) as a result of the negligence, omission or default of
    - (i) You, Your agents or any Employee.
    - (ii) any sub-contractor, his employees or agents.
  - (b) as a result of errors or omissions in the planning or designing of The Works.
  - (c) which could be reasonably foreseen to be inevitable in view of the nature of the work to be executed or the manner of its execution.
  - (d) which is at the sole risk of The Employer under the terms of the contract.
- (3) liability assumed by The Employer by agreement and which would not have attached in the absence of any agreement.
- (4) Damage to Property which comprises The Works.
- (5) Damage directly caused by pressure waves from aircraft or other aerial devices.

### **Buildings Temporarily Occupied**

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (and their contents) temporarily occupied by The Insured 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) The Insured.
  - (b) any other party who is carrying out work on Your behalf.
- (2) The Works.

### **Contractual Liability**

We will indemnify The Insured in respect of accidental Bodily Injury or Damage to Property 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.

We will not provide indemnity in respect of any agreement for or including the performance of work or Product Supplied unless liability would have attached in the absence of the agreement.

### **Cross Liabilities**

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy has been issued to each.

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 The Insured in respect of

- (1) legal fees and defence costs.
- (2) legal liability for Compensation to an individual
  - (a) the subject of personal data The Insured holds and
  - (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 The Insured under Section 13 of the Data Protection Act 1998 or any subsequent overriding legislation.

We will not provide indemnity in respect of

- (1)
  - (a) Personal Injury other than as provided by this Clause
  - (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) Consequential Losses.
- (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 pre agreed 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 Compensation for any
  - (a) Employee if the Employers' Liability Section of this policy is not in force
  - (b) third party if the Public and Products Liability Section of this policy is not in force.

### Defective Premises

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

- (1) the Defective Premises Act 1972
- (2) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord Liability) Act (Northern Ireland) 2001

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

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

### Employees' and Visitors' Personal Belongings

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

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured
- (2) stored for a fee or other consideration by The Insured
- (3) in the custody or control of The Insured for the purpose of being worked upon

### Financial Loss – Products Liability

We will indemnify The Insured in respect of legal liability for Financial Loss as a direct result of Products Supplied.

The maximum We will pay, including Costs and Expenses, in respect of all claims made against The Insured in any one Period of Insurance is £25,000.

This indemnity only applies to claims made against The Insured during the currency of this Clause or within 30 days of its expiry.

We will not provide indemnity

- (1) in respect of Financial Loss as a result of
  - (a) circumstances which, at inception of this Public and Products Liability Section, The Insured knew or ought to have known about and which were likely to give rise to a claim.
  - (b) non or late delivery of Products Supplied.
  - (c) fraud, dishonesty, insolvency, financial default, conspiracy, conversion, deceit, intimidation, inducement of breach of contract or injurious falsehood.

- (d) Passing off or infringement of any trademark, trade name, merchandise mark, registered design, copyright or patent right.
- (e) liability under the Data Protection Act 1998 or any subsequent amending legislation.
- (f) any diminution in value of any Property or Products Supplied.
- (g) liability imposed on The Insured solely by reason of the terms of any contract conditions or agreement.
- (h) Any consequence whatsoever caused by or contributed to or arising from
  - (i) the presence of
  - (ii) the release of Asbestos including any product containing Asbestos.
- (i)
  - (i) the transmission or impact of any Virus
  - (ii) any unauthorised access to a System
  - (iii) interruption or interference with electronic means of communication used in the conduct of the Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) Failure of a System
  - (v) damage to Data but not limited to any
    - (1) loss or destruction or corruption of Data whether in whole or in part
    - (2) unauthorised appropriation use access to or modification of Data
    - (3) unauthorised transmission of Data to any third party
    - (4) misinterpretation use or misuse of Data
    - (5) operator error

### Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which are hired, rented or loaned to The Insured in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation, Costs and Expenses in respect of such Damage caused other than by fire or explosion
- (2) liability imposed on The Insured solely by reason of the terms of any hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which any hiring or renting agreement specifies that insurance is taken out by The Insured.



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

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (2) costs of prosecution awarded against The Insured

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.

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 Defined Territories 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.

### **Legal Expenses arising from Health and Safety Legislation**

We will indemnify The Insured in respect of

- (1) legal fees and expenses incurred with our written consent for defending proceedings, including appeals.
- (2) cost of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

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 Defined Territories 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 another insurance policy.

### **Manslaughter Costs**

We will indemnify You in respect of

- a) legal costs and expenses incurred by You or any person entitled to indemnity with Our written consent in
  - i) the course of an investigation leading to the offence of
  - ii) defending You against criminal proceedings in connection with a charge of
  - iii) 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 equivalent 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

- b) 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
- 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

### **Motor Contingent Liability**

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and Damage to Property which arises from any vehicle or trailer attached thereto which is

- (1)
  - (a) not owned by
  - (b) not loaned, leased, hired or rented to

You nor provided by You

and

- (2) being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.

- (2) while the vehicle is being driven by
  - (a) You
  - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

### Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability for accidental Bodily Injury or Damage to Property incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
  - (a) any agreement unless liability would have existed otherwise
  - (b) ownership or occupation of land or buildings
  - (c) the carrying on of any trade or profession
  - (d) ownership, possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles, aircraft or watercraft.
- (2) where indemnity is provided by another insurance policy.

### Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours, is attending court as a witness in connection with a claim for which The 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 provide indemnity in respect of liability arising out of the employment of temporary Employees provided that the total number of days during which all such temporary Employees are employed does not exceed 50 days during any one Period of Insurance.

For the purpose of this Clause the total number of days employed shall mean the combined total of all days employed for all temporary Employees.

## Exceptions

The following exceptions apply to this Section.

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

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
  - (a) aircraft, aerial device, watercraft or hovercraft
  - (b) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
    - (i) where described in the Motor Contingent Liability Clause
    - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy
    - (iii) hand propelled or sailing craft which are less than 8 metres in length and barges used solely on inland or territorial waters.
- (3) Damage to Property
  - (a) which You own or is loaned, leased, hired or rented to The Insured.
  - (b) which is held in trust or in the custody or control of
    - (i) The Insured
    - (ii) any other party who is carrying out work on Your behalf

other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause or the Buildings Temporarily Occupied Clause.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, reapplying, rectifying or reinstating
  - (a) Products Supplied (other than Products Supplied previously under a separate contract)
  - (b) The Works.
- (5) recalling or making refunds in respect of
  - (a) Products Supplied
  - (b) The Works.
- (6) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.

- (7) any work undertaken by You or on Your behalf or any Products Supplied or any Products Supplied for incorporation within any
- (a) aircraft, aerospace system or other aerial device,
  - (b) hovercraft or waterborne craft
  - (c) pharmaceutical, medical cosmetics or blood products
  - (d) substance of an explosive, toxic or noxious nature
  - (e) firearms or munitions of any type
  - (f) Asbestos product
  - (g) railway track or signalling equipment
- (8) Pollution or Contamination
- (a) occurring in the United States of America or Canada
  - (b) other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance
- All Pollution or Contamination which arises out of one incident will be deemed to have happened at the time such incident takes place.
- (9) work offshore.
- (10)
  - (a) pre agreed damages
  - (b) penalty clauses
  - (c) fines
  - (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) any consequence whatsoever resulting from or in connection with any of the following regardless of any other contributory cause or Event
- (a) Terrorism
  - (b) any action taken in controlling, preventing, suppressing or in any way relation to (a) above

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

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting from or in connection with (11) (a) or (11) (b) above regardless of any other contributory cause or Event is not covered under this Section (or is covered only up to a specified limit of liability) the burden of providing that any such consequence is covered (or is covered beyond that limit of liability) under this Section shall be upon You.

### **Special Provision – Terrorism**

Subject otherwise to the terms of the policy

Neither of the exclusions in (11) (a) and (11) (b) above shall apply to the Public and Products Liability Section but The Limit of Indemnity for the purpose of this Special Provision – Terrorism is limited to £5,000,000 or any other amount specified in the policy for Public or Products Liability whichever is the lower.

- (12) The amount of The Excess shown in The Schedule as applying in respect of each and every Event resulting in Damage to Property. You will reimburse any such amount paid by Us.
- (13)
  - (a) any supply of
  - (b) exposure to
  - (c) inhalation of
  - (d) fears of consequences of exposure to or inhalation of
  - (e) the cost incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any person under statutory duty to manage) any property arising out of the presence ofAsbestos including any product containing Asbestos.
- (14) Products Supplied which The Insured knew, knows or could be expected to know would be used within the United States of America or Canada.
- (15) liability arising in connection with manual work carried out by or on behalf of The Insured in the United States of America or Canada or any territory within their jurisdiction.
- (16) liability arising out of Products Supplied but not installed by You other than the sale or supply of food and drink
- (17) demolition, except of buildings or part of buildings where such work forms part of a contract for construction, alteration or repair by You or on Your behalf.
- (18) liability arising from any work undertaken by You or on your behalf within 2 metres of a railway track.

## **Conditions**

The following conditions apply to this Section.

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

### **1 Suspension of Cover**

We may, at any reasonable time, inspect any Property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

### **2 Burning and Welding**

It is a Condition Precedent to liability that in respect of the use away from Your own premises of

- (a) electric, oxy-acetylene or similar welding or cutting equipment
- (b) cutting or grinding equipment using abrasive disks or wheels
- (c) blow lamp, blow torch, hot air gun or hot air stripper
- (d) asphalt, bitumen, tar or pitch heater

the following precautions will be complied with on every occasion

1. Adequate and suitable portable fire extinguishers to British Standard 5423:1987 or its predecessors or successors in full working order will be kept at each area of work and used immediately smoke or smouldering or flames are detected.
2. The area in the immediate vicinity of the work shall be cleared of all moveable combustible material. Combustible materials which cannot be moved must be covered and protected by over-lapping sheets or screens of non-combustible material.
3. A fire safety check of the working area to discover smoke smouldering or flames (including spaces behind walls and screens or partitions and above false ceilings) shall be made at regular intervals during the work and between 30 minutes and 60 minutes after completion of each period of work and immediate steps taken to extinguish any smouldering or flames discovered.
4. Heat equipment will not be left unattended whilst hot or lit or switched on.
5. Where there is more than one person working at a site where heat is being used The Insured shall appoint a responsible person at each such site to ensure that the precautions stipulated in this condition are fully observed.
6. Blow lamps and blow torches must be filled in the open and must not be lit until immediately before use and shall be extinguished immediately after use.
7. The heating of asphalt bitumen tar or pitch must be carried out in the open in a vessel designed for that purpose placed on a non-combustible surface.

In respect of each and every claim for loss of or Damage to Property arising from the performance of work involving the application of heat We will not be liable for the amount of the Excess shown in The Schedule.

### **3 Underground Services**

In respect of loss of or damage to cables, pipes or other services located underground it is a Condition Precedent of this policy that The Insured, prior to undertaking digging, boring or excavation has

1. taken or caused to be taken all reasonable measures to identify the location of such cables, pipes and services before any work is commenced which may involve a risk of damage thereto. Reasonable measures include contacting the appropriate authorities where it is possible that any cables, pipes or services are under the site.
2. retained a written record on the measures which were taken to locate such cables, pipes and services.
3. conveyed the location of such cables, pipes or services to those who are carrying out such work on behalf of The Insured.

The Indemnity shall in any case be restricted to the actual cost of repair or replacement of such cables, pipes or other services as assessed by an independent surveyor and shall not extend to cover any additional costs for loss of use or penalties and/or fines which are imposed upon The Insured by the relevant authorities as a result of Consequential Loss or damage.

## **Additional Endorsements**

This Section extends to include the following additional endorsements, only if stated as applying in The Schedule.

### **A Products Supplied Aggregate Limit**

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

### **D Erection of Buildings**

We will only indemnify The Insured in respect of contracts, undertaken by The Insured, for the erection of buildings not exceeding fifteen metres in height and including any

- (1) partial or total demolition
- (2) road and footpath construction
- (3) laying pipes, drains and sewers

forming part of the contract.

We will not provide indemnity in respect of piling work or the use of explosives.

### **E General Builders**

We will indemnify The Insured in respect of

- (1) (a) partial or total demolition
- (b) road and footpath construction
- (c) laying pipes, drains and sewers

only if this forms part of a contract undertaken by The Insured for the erection, alteration, maintenance or repair of buildings or structures.

- (2) partial or total demolition of structures not exceeding four metres in height.

We will not provide indemnity in respect of

- (a) piling work, water diversion or the use of explosives.
- (b) the construction of or work on towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, docks, tunnels, dams or reservoirs.

### **F Civil Engineering Contractors including Road and Sewer Contractors**

We will indemnify The Insured in respect of

- (1) partial or total demolition
  - (a) of structures as part of a contract, undertaken by The Insured, for erection, reconstruction, alteration, of maintenance or repair
  - (b) of other structures not exceeding four metres in height.
- (2) piling work contracts undertaken by The Insured for sheet piles in respect of the temporary support of trenches.

We will not provide indemnity in respect of

- (1) piling work contracts other than the use of sheet piles for the temporary support of trenches.
- (2) water diversion or the use of explosives.
- (3) the construction of
  - (a) towers, steeples, chimney shafts, blast furnaces
  - (b) viaducts, bridges and flyovers other than for surfacing or resurfacing of roads thereon
  - (c) docks, quaysides, jetties, harbours, tunnels, dams or reservoirs.
- (4) digging below the Depth Limit shown in The Schedule.

## Section 3 – Contract Works

### 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 this 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 where

- (1) the estimated Maximum Contract Price does not exceed the amount stated in The Schedule.
- (2) the maximum period of any one Contract does not exceed 12 months excluding any Maintenance Period

#### Contract Site

- (1) A site within the Territorial Limits at which You are carrying out work under a Contract  
or
- (2) The site address stated in The Schedule if cover applies to a specific Contract.

#### Damage

Physical

- (1) loss
- (2) destruction
- (3) damage.

#### Employee's Tools

Employee's tools and personal belongings while on or adjacent to any Contract Site and in transit between Your premises and the Contract Site other than

- (1) motor vehicles
- (2) gold or silver articles
- (3) watches or jewellery
- (4) Money.

#### Estimated Original Contract Price

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract or Works.

#### Event

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

#### Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which You must pay for each and every claim and You will reimburse any such amount paid by Us.

#### Existing Structures

Any property (including fixtures, fittings and contents) which, prior to the commencement of any Contract, forms part of any structure.

#### Free Issue Materials

Materials for incorporation into the Contract

- (1) issued free to You by or on behalf of Your Employer  
and
- (2) for which You are responsible under the conditions of the Contract  
the value of which will not be included in the final valuation of the Works carried out or the final contract price and which are not otherwise excluded from this Section.

#### Hired in Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings hired in by You for use in connection with any Contract while anywhere within the Territorial Limits including whilst in transit other than by sea or air.

#### Maintenance Period

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

#### Maximum Contract Price

The maximum price of any Contract for which We will provide indemnity as stated in The Schedule.

#### Practical Completion

Works which are

- (1) completed  
or
- (2) complete except for the prospective buyer's or tenant's choice of decorations or final fittings.

## Property Insured

Works, Your Plant and Hired in Plant which You own or are responsible for as stated in The Schedule.

## Territorial Limits

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

## Works

- (1) Temporary or permanent works completed or to be completed as part of any Contract and/or
- (2) Materials for incorporation whilst on or adjacent to the Contract Site and in transit to or from the Contract Site other than by sea or air.

## Your Plant

Plant, scaffolding, tools, equipment, site huts and temporary buildings owned by You for use in connection with any Contract, while anywhere within the Territorial Limits including whilst in transit other than by sea or air.

## Cover

We will indemnify You in respect of Damage to the Property Insured during the Period of Insurance and within the Territorial Limits.

## Sum Insured

The maximum that We will pay in respect of any one occurrence which gives rise to a claim under this Section is for

### (1) Works

(which includes any liability We may have in respect of the cover provided under the Clauses) 125% of the Estimated Original Contract Price including the value of Free Issue Materials in respect of any Contract or Works.

We will have no liability under this Section where the Estimated Original Contract Price plus the value of Free Issue Materials exceeds the Sum Insured stated in The Schedule at the time of damage.

### (2) Your Plant

The Sum Insured stated in The Schedule at the time of Damage.

### (3) Hired in Plant

The Sum Insured stated in The Schedule at the time of Damage.

### (4) Employee's Tools

The Sum Insured stated in The Schedule at the time of Damage.

The maximum that We will pay in respect of any one Employee is the limit stated in The Schedule.

## Basis of claims settlement

The amount We will pay shall be the value of the Property Insured or Employees Tools at the time of its Damage or, at Our option, the cost of repair, reinstatement or replacement of Property Insured or Employees Tools or any part of it

## Clauses

The following clauses 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

- (a) employer  
or
- (b) contractor.

### Automatic Reinstatement of Sum Insured

The Sums Insured stated in The Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

### 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 insured under this Section.

### Damage to Security Devices

If the attempted theft of any vehicle included within Your Plant or Hired in Plant results in Damage only to the vehicle immobiliser, locating, tracking or other security device, We will apply a reduced Excess of £50.

## 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
- (4) clearing or repairing drains or service or mains

following Damage to Property Insured.

The maximum that We will pay in respect of any one loss is 25% of the Estimated Original Contract Price.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it.
- (b) arising from pollution or contamination of consecutive property not insured under this Section.
- (c) more specifically insured.

## Dwellings

All Contracts or Works solely concerned with the erection of private dwellings not exceeding four storeys in height are insured under this Section irrespective of the Estimated Original Contract Price of such Contracts.

The maximum that We will pay in respect of any one loss is 125% of the Sum Insured in the description of the Contract or Works in The Schedule.

## European Union and Public Authorities Clause

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

- (a) European Union Legislation.
- (b) Act of Parliament.
- (c) 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 clause will be similarly reduced.

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

## Expediting Expenses

We will indemnify You in respect of the reasonable costs and expenses that You incur for

- (1) overtime
- (2) nightwork
- (3) work on public holidays
- (4) special delivery

to reinstate or repair Property Insured following Damage.

The maximum that We will pay in respect of any one loss is 25% of the amount which reinstatement, repair or replacement would have cost if these expenses had not been incurred.

## Free Issue Materials

The Works will include any Free Issue Materials provided You include their value in the contract price of any Contract.

## Immobilised Plant

We will indemnify You in respect of necessarily incurred costs for the withdrawal or recovery of Your Plant or Hired in Plant accidentally immobilised on or adjacent to any Contract Site.

We will not pay for withdrawal or recovery required as a result of the breakdown of Your Plant or Hired in Plant.

## Incidental Hiring of Plant

We will indemnify You in respect of Damage to any item of Your Plant while it is hired or loaned to a third party.

The maximum that We will pay is £35,000 in respect of any one loss.

## Indemnity to Sub-Contractors

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



### Loss of Keys

If the key to any immobiliser permanently fitted to a vehicle included as Your Plant or Hired in Plant is lost or stolen, We will indemnify You in respect of the cost of replacing the cylinder of the lock.

The maximum that We will pay is £1,000 in respect of any one loss.

We will not indemnify You in respect of the first £50 of each claim.

### Off-Site Storage

The Works includes materials, anywhere within the Territorial Limits, separately stored and identified for inclusion in any Contract.

The maximum that We will pay in respect of any one loss is either

- (1) the value of the materials as detailed in an interim certificate under any standard printed contract conditions  
or
- (2) £50,000.

### Professional Fees

We will indemnify You in respect of professional fees necessarily incurred in reinstating, repairing or replacing the Works following Damage.

We will not indemnify You in respect of fees

- (a) more specifically insured.
- (b) incurred in preparing a claim.

### Redrawing Plans or Documents

We will indemnify You in respect of the cost of rewriting or redrawing plans, drawings or other Contract documents following Damage.

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

### Show Properties

We will indemnify You in respect of Damage to show properties including their contents.

The maximum that We will pay in respect of the contents of any one show property is £50,000.

### Speculative Building

We will indemnify You in respect of Damage to any property You have erected on a speculative basis.

This indemnity will cease on

- (1) the date You sell, lease or rent the property  
or
- (2) 180 days from Practical Completion whichever is the earlier.

### 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 or

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

### Exceptions

The following exceptions apply to this Section.

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

We will not indemnify You in respect of

- (1) Damage to any part of the permanent Works
  - (a) for which a certificate of completion has been issued  
or
  - (b) which has been completed and handed over to Your employer  
or
  - (c) taken into use  
unless the Damage occurs
    - (i) during the Maintenance Period but caused before the beginning of the Maintenance Period or
    - (ii) while You are carrying out Your obligations under the Maintenance Period or
    - (iii) 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.
- (2) Damage as a result of
  - (a) gradual deterioration or wear and tear.
  - (b) rust or mildew.
  - (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (3) Repair to or replacement of any item of Your Plant or Hired in Plant caused by its own mechanical or electrical breakdown, failure, breakage or derangement other than in respect of Hired in Plant and for which You are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement.

- (4) Damage to
  - (a) Existing Structures.
  - (b) any mechanically propelled vehicle including any trailer attached licensed for road use and for which a certificate of motor insurance is required, other than a vehicle used primarily at contract sites and not designed for the carriage of passengers or plant.
  - (c) any aircraft or waterborne vessel.
  - (d) property for which You are relieved of responsibility by the conditions of the Contract.
- (5) Damage
  - (a) by disappearance or shortage discovered only when an inventory is taken
    - or
    - (b) which is not traceable to an event.
- (6) Damage caused by pollution or contamination other than that of or to the Property Insured.
- (7) pre agreed damages, fines or any other penalties under contract for delay or non-completion.
- (8) Consequential Loss or Damage of any kind.
- (9) the cost of normal upkeep or making good.
- (10) Damage to and the cost necessary to reinstate or repair
  - (a) Property Insured which is in a defective condition due to a defect in
    - (i) design, plan or specification
    - (ii) materials
    - (iii) workmanship
 of or of any part of that Property Insured
  - (b) other Property Insured to enable the reinstatement or repair of Property Insured excluded by (a) above.

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a result.

Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in, or in any part of, that Property Insured.

- (11) the Excess/Excesses.
- (12) any Damage or loss resulting from Damage occasioned by or happening through or in consequence
  - (a) Terrorism regardless of any other cause or Event contributing concurrently or in any other sequence to the loss
  - and

- (b) in Northern Ireland
  - (i) riot or civil commotion
  - (ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion

This Section also excludes Damage or loss resulting from or in connection with any action aimed in controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In any action suit or other proceedings where We allege that by reason of this exclusion any Damage or loss is not covered by this Section the burden of proving that any such Damage or loss is covered under this Section shall be upon You.

- (13) (a) Damage to Data which shall include but shall not be limited to
  - (i) Damage to or corruption of Data whether in whole or in part
  - (ii) unauthorised appropriation of use of access to or modification of Data
  - (iii) unauthorised transmission of Data to any third parties
  - (iv) Damage arising out of any misinterpretation use or misuse of Data
  - (v) Damage arising out of any operator error in respect of Data
- (b) Damage to the Property Insured arising from
  - (i) the transmission or impact of any Virus
  - (ii) unauthorised access to a System
  - (iii) interruption of or interference with electronic means of communication used in the conduct of The Insured's Business including but not limited to any diminution in the performance of any website or electronic means of communication
  - (iv) Failure of a System
  - (v) anything described in (a) above

but in respect of (b) (i), (b) (ii), (b)(iii) and (b)(iv), this shall not exclude subsequent Damage to the Property Insured caused by fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, storm, flood, escape of water from any tank, apparatus or pipe, impact by any road vehicle or animal, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip provided that such Damage does not arise by reason of any malicious act or omission.

- (14) theft or attempted theft of Your Plant and Hired in Plant
  - (a) from any Unattended motor vehicle unless the vehicle is securely locked and all security devices set in operation,

- (b) from any Unattended motor vehicle unless there is evidence of forcible and violent entry into the vehicle,
- (c) from any Unattended motor vehicle from 9pm until collected by Your driver unless such vehicle is garaged in a securely locked building of substantial construction or a security compound which has secure walls and, or fences and securely locked
- (d) from any Unattended trailers unless anti-hitching devices are fitted and are put into effect
- (e) from any Unattended soft topped, soft sided or open vehicle or trailer unless the vehicle or trailer is stolen as well.
- (f) from The Premises or any Contract Site unless all security devices fitted are set in operation or it is stored in a locked and secured building or compound.

For the purposes of this Exception, 'Unattended' shall mean all times when the driver or operator does not have the vehicle under direct observation and is not close enough and able to have a reasonable prospect of deterring or attempting to prevent any interference with or theft of or from the vehicle.

- (15) demolition, except of buildings or part of buildings where such work forms part of a contract for construction, alteration or repair by You or on Your behalf.
- (16) the use, handling, storage, removal of any
  - (a) Asbestos or materials containing Asbestos,
  - (b) radioisotopes, radioactive substances or other sources of ionising radiation,
  - (c) hazardous chemicals, explosives, solvents, acids or other dangerous substances,
  - (d) toxic, noxious, poisonous or polluting liquids, waste or other pollutants.

## Conditions

The following conditions apply to this Section.

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

### Cessation of Work

If, for whatever reason, construction work at the Contract Site is suspended or stopped, it is a Condition Precedent that You notify Us within 90 days of the suspension or stoppage. We may at Our option:-

- (i) modify Your premium;
- (ii) amend the terms and conditions of this Section;
- (iii) require You to make alterations to the Contract Site or the Works; or
- (iv) exercise Our right to cancel Your policy under Policy Condition (3) Cancellation.

### Diminution of Damage

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

## Endorsements

This Section is subject to any endorsements as stated in The Schedule as applying.

## Section 4 – Legal Expenses

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**, 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 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).

**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.

**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:

(i) includes a request to examine any aspect of your books and records; or

(ii) advises of a check of your whole tax return.

**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%.

**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.

#### 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 Legislation

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.

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 Exception 3 on page 33

#### 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.

## Tax Protection

### What is covered

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

Provided that:

**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 schemes.
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.

### 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.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of business). 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 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 TSS/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.

**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@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.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 this service 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.

## 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 TS5/5037194 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 **TS5/5037194** 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 893 901**

# 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.

## (1) Alteration of risk

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,

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.

## (2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, You may be eligible to refer the complaint to the Financial Ombudsman Service. Please see the Complaints and Compensation section for full details.

## (3) 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.
  - (ii) thereafter on 30 days written notice to Us; or
  - (iii) if at any time You sell The Business or sell all of the property insured shown in The Schedule, or You cease trading.

If You cancel the policy We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding during the current Period of Insurance.

- (b) Other than when Policy Condition (7) Fraud applies, We may cancel Your policy
  - (i) by sending You 30 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 copies should not be displayed at Your Premises.

#### **(4) Claims Procedure**

If in relation to any claim You have failed to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

You must

- (a) tell us as soon as practicable of any Event or occurrence which may result in a claim.
- (b) notify the police as soon as practicable of loss, destruction or damage caused by malicious persons or thieves.
- (c) At Your expense, provide us with a written claim containing as much information as possible of the loss, liability, destruction, damage, accident or injury including the amount of the claim within
  - (i) 30 days
  - or
  - (ii) seven days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons

of You becoming aware of the Event or occurrence, or such further time that We may allow.

- (d) provide us with all information and help We require in respect of the claim.
- (e) pass to us unanswered, as soon as practicable, all communications from third parties in relation to any Event which may result in a claim under this policy.
- (f) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.
- (g) allow us to take over and conduct in Your name the defence or settlement of any claim. You will also allow us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give us all information and assistance required.

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

##### **Applicable to Employers' Liability Section and Public and Products Liability Section.**

- (a) If the insurance provided by these Sections is also covered by another policy (or would be but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

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

- (1) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy), We will only pay a proportionate amount of the claim.
- (2) If the property insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the sum insured bears to the value of the property.

#### **(6) Discharge of Liability**

We may at any time pay

- (a) The Limit of Indemnity
- or
- (b) the Sum Insured
- or
- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not be liable for any further payment except for costs and expenses incurred prior to the payment of claim or with Our consent.

#### **(7) 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, 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.

## **(8) Identification**

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

## **(9) 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).

## **(10) Reasonable Precautions**

You shall take reasonable steps to

- (a) protect Property Insured and Contract Site,
- (b) comply with statutory enactments, Bye-Laws and any other obligations and regulations imposed by any authority,
- (c) employ only competent Employees,
- (d) prevent accidents,
- (e) maintain all ways, works machinery and plant in sound condition,
- (f) keep books with a complete record of purchases and sales.

In the event of the discovery of any defect or danger You shall, immediately, take action to make good or remedy that defect or danger and in the meantime take such additional precautions as the circumstances may require.

## **(11) Reinstatement**

When We decide, or are required to reinstate or replace any property You will at Your expense, provide any

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require

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

The maximum amount We will pay in respect of any one item is The Limit of Indemnity or the Sum Insured for that item.

## **(12) Subrogation**

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

- (a) enforce a right or remedy
- or
- (b) 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.



### (13) Subjectivity

If this policy has been issued or renewed subject to the following requirements;

- (1)
  - (a) You providing Us with any additional information requested,
  - (b) You completing any actions agreed between You and Us,
  - (c) You allowing Us to complete any actions agreed between You and Us.by the required date(s),
- (2) You allowing Us access to The Premises, Your contract sites, and, or The Business, to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing,
- (3) You complying with all survey risk improvements to make alterations to The Premises or contract sites by the required date(s),

and You do not complete these requirements by the required date(s), then We may at Our absolute discretion:

- (a) modify the premium,
- (b) issue a mid-term amendment to the policy, or Section terms, Conditions and Exceptions,
- (c) exercise our right to cancel the policy,
- (d) leave the Policy or Section terms, Conditions and Exceptions, and the premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and, or any decision by Us will take effect. If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity.

If You elect to reject the revised basis of premium, terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

If We exercises our right to cancel the policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance.

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail.

Except in so far as they are expressly varied by this Condition all of the terms, conditions, exclusions and limits of this policy and of the Sections of the policy shall continue to apply until We advise You otherwise.

# Policy Exceptions

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions which apply to all Sections unless otherwise stated.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting from or in connection with any of the following, regardless of any other contributory cause or Event.
  - (a) 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.
  - (b) nationalisation, confiscation, requisition seizure or destruction by any government or any public authority.
  - (c) Any action taken in controlling, preventing, suppressing or in any way relating to (a) or (b) above.

However,

- (1) Exceptions (1) (a) (b) and (c) do not apply to the following Sections, when insured by this policy
  - (a) Terrorism
  - (b) Employers' Liability
- (2) Exception (1) (b) does not apply to the Public and Products Liability Section, when insured by this policy.
- (2) Personal Injury or Damage to any Property, any loss or expense whatsoever, any Consequential Loss or any legal liability caused by or contributed to by or arising from
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion or nuclear fuel.
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

However,

- (i) in relation to the Employers' Liability Section, Exception (2) (a) only applies when You under contract or agreement have undertaken to
  - (a) indemnify another party
  - (b) assume the liability of another party.
- (ii) Exception (2) (a) does not apply to the Terrorism Section, when insured by this policy

- (3)
  - (a) Money
  - (b) securities or bonds
  - (c) jewellery or precious stones
  - (d) precious metals or bullion
  - (e) furs or curios
  - (f) rare books or works or art
  - (g) goods held in trust or on commission
  - (h) documents or manuscripts
  - (i) business books or computer systems records
  - (j) explosives
  - (k) property in transit

unless specifically mentioned

However, exceptions (3) (a) to (k) do not apply to the following Sections when insured by this policy

- (i) Terrorism
  - (ii) Employers' Liability
  - (iii) Public and Products Liability
- (4) any claim or any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose the insurer or any member of the insurer's group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

# 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
- 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 (for landline users)  
0300 123 9123 (for mobile users)

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.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.

The Arch Insurance Group includes FCA registered companies, such as 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.