BROKER EXPRESS

Part of the Eaton Gate group

Tradesman Policy

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Tradesman Policy

A warm welcome and thank **You** for choosing to insure **Your Business** through **Us**.

Insuring Clause

Your Policy is a **Contract** of insurance between **You** and **Us** and **You** have a duty to make a fair presentation of the risk to **Us** in accordance with the law.

Your Policy describes the cover for which **We** have accepted **Your** premium.

Each section of this **Policy**, the **Schedule**, any **Endorsements** and the Definitions, General terms and conditions and General exclusions shall be read as one document.

In consideration of payment of the premium **Your Insurer** detailed in the **Schedule** will insure **You** as stated in each operative section of the **Policy** during the **Period of Insurance** for which **Your** premium has been accepted provided all the terms and conditions of the **Policy** are kept.

The name of **Your Insurer** can be found on the **Statement of Facts**, **Schedule** and Certificate of Employers Liability Insurance (where issued).

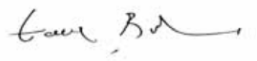
Law and Jurisdiction

You and **We** can choose the law which applies to this **Policy**.

Unless **You** and **We** have agreed otherwise this **Contract** shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England.

For and on behalf of the **Insurers**.



Gary Burke

Executive Chairman

Eaton Gate MGU Ltd

About Eaton Gate MGU Ltd

Broker Express is a trading name of Eaton Gate MGU Limited which is registered in England (No. 9825821) at 2 Eaton Gate, London, SW1W 9BJ.

Eaton Gate MGU Limited (FRN 773194) is authorised and regulated by the Financial Conduct Authority (FCA).

Telephone Numbers

CLAIMS LINE — SEE YOUR SCHEDULE FOR DETAILS

This number can be used by **You** to report a claim to **Your Insurer**.

Please notify **Your Insurer** as soon as **You** know of a problem which may be likely to become a claim.

Please see Making a Claim in the Claims Condition Section of this **Policy**.

Calls may be recorded for quality and training purposes.

HELPLINES

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

LEGAL AND TAX ADVICE - 0330 30 31 470

If **You** have a legal or tax problem relating to **Your Business**, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

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

REDUNDANCY APPROVAL - 0117 917 1698

We can arrange for specialist advice if **You** are planning redundancies. This will assist **You** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

CRISIS COMMUNICATION - 0344 571 7964

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

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

Where an event has led to actual publicity online, in print or broadcast, that could **Damage Your Business**, **You** are **Insured** against the costs of crisis communication services under insured event 11 when **You** use this helpline.

COUNSELLING ASSISTANCE 0333 000 2082

For an **Employee** (including family members permanently living with them) needing confidential help and advice, **Our** qualified counsellors are available to provide telephone support on any matter that is causing **Your Employee** upset or anxiety from personal problems to bereavement.

LEGAL SERVICES WEBSITE

With **Your Policy You** get free access to **Our** legal services website using the following code, X1232K545CA3, which allows **You** to create many online documents and guides which can help your **Business** with everything from employment **Contract**s and settlement agreements to leases and health & safety statements. For a small additional charge, **You** can have complex documents checked by a solicitor.

About Your Policy

This is **Your** Tradesmen Insurance **Policy** which is made up of several documents, which form the **Contract** between **You** and the **Insurer** shown in **Your Policy Schedule**. These documents are:

- the **Statement of Facts**.
- the **Policy Wording**.
- the **Schedule**.

In addition, there may be further documents as follows:

- **Endorsements**.
- specification of Items/**Property Insured**.
- security requirements.

Please take time to read all these documents to make sure that the cover provided meets Your needs and that You understand the General terms and conditions and General exclusions. If there is anything You do not understand or You need to change please contact the Administrator immediately.

Customer Complaints

We hope that **You** are extremely happy with **Your** Tradesmen Insurance **Policy** but **We** do recognise that on occasions things can go wrong.

If **Your** complaint is about the way **Your Policy** was sold to **You** please contact **Your** insurance advisor or intermediary who arranged **Your Policy** for **You**. Their address and telephone number are shown on **Your Policy Schedule**.

Contacting Your Insurer

If **You** have a complaint about cover provided under Sections 1 to 4 by **Your Insurer** or a claim please contact **Your Insurer** directly. Their contact details can also be found on **Your Policy Schedule**.

If **You** are not happy with the service provided under Section 5 (Commercial Legal Expenses) please contact ARAG'S Customer Relations Department:

- By Telephone: 0117 917 1561
- By e-mail: customerrelations@arag.co.uk
- In writing to: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Details of ARAG'S internal complaint-handling procedures are available on request.

Once **Your Insurer** has received **Your** complaint they will:

- send an acknowledgment of **Your** complaint within 5 working days of receiving it and notify **You** of the name of the person managing **Your** complaint

  and

- respond in full to **Your** complaint within 8 weeks. If this is not possible for any reason they will write to **You** to explain why they have not been able to settle the matter quickly. They will also let **You** know when they will contact **You** again.

If You are Still Dissatisfied

If **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service (FOS);

- By Telephone 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123
- In writing to Financial Ombudsman Service
  Exchange Tower
  London
  E14 SR
- By e-mail complaint.info@financial-ombudsman.org.uk
- Website www.financial-ombudsman.org.uk

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS is available to any 'eligible complainant' including any consumer, micro-enterprise, small business, guarantor, charity or trust, details of which can be confirmed on its website.

You can refer **Your** complaint to the FOS if **You** are dissatisfied with any final response or if **You** have not received a final response within eight weeks from the time **You** first raised the complaint. The FOS offer a free and independent service for resolving disputes about most financial matters and **You** have six months from the date of the final response letter to contact them. However, the FOS will only consider **Your** complaint once **You** have tried to resolve it with **Your Insurer** or insurance broker.

If **You** were sold this product online or by other electronic means and within the European Union (EU) **You** may refer **Your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **Your** complaint the ODR will escalate **Your** complaint to **Your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on http://ec.europa.eu/odr.

Broker Express are dedicated to resolving **Your** complaint so if **You** have a complaint about Broker Express or wish to discuss a complaint **You** have with the **Administrator**, please contact the Broker Express customer services team:

- Telephone: 0333 234 1741
- By e-mail: compliants@brokerexpress.co.uk
- In writing to: Customer Service Manager, Broker Express, 20 St Dunstan's Hill, London, EC3R 8HL

Use of Language

Unless otherwise agreed the **Contract**ual terms and conditions and other information relating to this **Contract** will be in English.

Financial Conduct Authority

Eaton Gate MGU Ltd is authorised and subject to limited regulation by the Financial Conduct Authority. **You** can check their website at www.fca.org.uk which includes a register of all the firms they regulate, or **You** can phone them on 0800 111 6768 or 0300 500 8082.

Financial Services Compensation Scheme (FSCS)

Eaton Gate MGU Ltd covered by the Financial Services Compensation Scheme (FSCS) This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends upon the type of **Business** and the circumstances of the claim Further information about the scheme is available from the FSCS;

- Telephone: 0800 678 1100 or 020 7741 4100
- By e-mail: enquiries@fscs.org.uk
- In writing to: Financial Services

  Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU
- Website: www.fscs.org.uk

If **You** telephone FSCS then please have any relevant correspondence to hand.

Telephone Call Charges

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles.

Telephone recording and document management

We, the **Administrator** or any other service providers appointed by **Us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as the original.

CALLS MAY BE MONITORED AND RECORDED, AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES

Employers' Liability Tracing Office

Certain information relating to **Your** insurance **Policy** including, without limitation, the **Policy** number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the ELTO) and added to an electronic **Data**base, (the **Data**base). This information will be made available in a specified and readily accessible form as required by the [Employers' Liability Insurance: Disclosure by **Insurer**s Instrument 2010]. This information will be subject to regular **Period**ic updating and certification and will be audited on an annual basis. The **Data**base will assist individual consumer claimants who have suffered an employment related **Injury** or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, **Business** in the UK and who are covered by the employers' liability insurance of their employers, (the Claimants): to identify which **Insurer** (or **Insurer**s) was (or were) providing employers' liability cover during the relevant **Period**s of employment; and to identify the relevant employers' liability insurance policies. The **Data**base will be managed by the ELTO. The **Data**base and the **Data** stored on it may be accessed and used by the Claimants, their appointed representatives, **Insurers** with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law. By entering into this insurance **Policy You** will be deemed to specifically consent to the use of **Your** insurance **Policy Data** in this way and for these purposes.

Notification of changes which may affect Your insurance – keeping Us updated

You should keep a complete record of all information **You** supplied to the firm that arranged **Your** insurance with **Us**, and **Us** when taking out this insurance.

So that **You** understand what **You** are covered for, please read this **Policy Wording** and the **Schedule** (which may make reference to clauses) very carefully. **You** should pay special attention to the General exclusions and General terms and conditions of this **Policy Wording**.

If **You** have any questions, or the cover does not meet **Your** needs or any of the details are incorrect **You** should notify the firm that arranged **Your** insurance with **Us** immediately.

If You fail to tell Us or You delay telling Us about an Incident that may lead to a claim and this increases our claim costs, You will become liable to pay the additional costs. It may also invalidate Your right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **You** were asked at the time of insuring with **Us**. It is important that **You** check **Your** records for the information **You** have provided and notify **Us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **Your** knowledge may result in increased premiums, refusal of a claim or **Your Policy** being cancelled, and may affect **Your** ability to gain insurance from other **Insurers**.

You are also required to update **Us** with any changes to the information **You** provided at the time **You** asked **Us** to insure **You**. When **You** tell **Us** about these changes **We** may adjust the premium. If **You** do not tell **Us** about these changes or inaccuracies, this may result in refusal of a claim or **Your Policy** being cancelled, and may affect **Your** ability to gain insurance from other **Insurers**. The changes **You** are required to notify **Us** of include but are not limited to the following:

- any change or addition to the contents of the **Property** to be **Insured** that results in the need to increase the amounts **Insured** or the limits that are shown on **Your Policy Schedule**;
- any changes to the **Business** description or activities undertaken;
- any change of address;
- if the **Business** ceases to trade.

This is not a full list and if **You** are in any doubt **You** should advise **Your Administrator** for **Your** own protection. If **You** do not tell **Us** about changes, **Your** insurance may not cover **You** fully or at all.

When **You** inform **Us** of a change **We** will tell **You** if this affects **Your Policy**, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your Policy**.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **You** have not disclosed or **You** have misrepresented but **We** deem this was not deliberate or reckless:

- where a higher premium would have been charged **We** will reduce the amount of the claim **Settlement** proportionate to the premium **We** would have actually charged had the circumstances been disclosed;
- where additional terms would have been imposed by **Us** (other than terms relating to premium), **We** will consider the insurance **Contract** on the basis that those different terms had applied from the date of the breach of duty;
- where **We** would not have entered into the insurance **Contract** at all **We** can treat the insurance as void and cancel **Your Policy** as if it never existed from inception and refuse to pay all claims;
- **We** will return the premium **You** have paid to **Us** unless there is another reason why **We** should retain it. See Cancellation section of **Your Policy**.

Claims where **We** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**We** can cancel **Your Policy** from inception and treat the insurance as though it had never existed);
- **We** can retain the full premium even if **You** have not paid **Us** the premium in full **We** shall be entitled to collect it from **You**.

Fraudulent claims

We will not pay claims where **You** have committed fraud in relation to a claim on this **Policy**. **We** may also cancel the **Policy** and any other policies **You** have with **Us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that You check Your records for the information You have provided and notify Us immediately of any changes to these details. Failure to provide accurate and complete information to the best of Your knowledge may result in increased premiums, refusal of a claim or Your Policy being cancelled.

Important Information about Your Insurance with Us

How we use your Data

For purposes of the **Data Protection Regulations**, **We** and **Our** agents notified to **You** are the **Data Controllers** in relation to any **Personal Data** that **You** may supply in connection with **your Policy**.

For further details on how **Your Personal Data** is used by **Us** and how **We** process **Your Personal Data** as well as **Your** available rights, please refer to **Your Schedule** that includes references to **Our** Privacy **Policy**.

Your Schedule summarises the basis for which **We** and any third party acting on **Our** behalf **Process Your Personal Data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such **Processing** and where **Your** information includes **Sensitive Personal Data We** will ensure that **We** have an additional lawful justification for such **Processing**. These legal justifications include:

- the necessary performance arising out of **Your** insurance **Policy** for **Us** to provide insurance **Products** and services;
- there exists an appropriate **Business** need that does not cause **You** harm;
- there is a legal or regulatory obligation on **Us** to **Process Your Personal Data**;
- where **We** need to **Process Your Personal Data** to establish, exercise or defend **Our** legal rights;
- where **You** have provided **Your** consent to such **Processing**.

We will not use **Your** information or transfer this to any third party for the purposes of marketing further **Products** or services unless **You** have consented to this.

Should **You** wish to exercise any rights referred to below or contact **Us**, please write to:

The Data Protection Officer
20 St. Dunstan's Hill
London
EC3R 8HL

DPO@egmgu.co.uk

If **You** believe that **We** are holding inaccurate or out of date information about **You**, please advise **Us** as soon as possible so as **We** can correct **Our** records.

Financial Sanctions

We are not able to provide any insurance cover or make any payments or other **Policy** benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

If any such prohibition or restriction takes effect during the **Period of Insurance, We** may cancel **Your Policy** immediately by giving **You** written notice to **Your** last known address.

Industry Agencies and Databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by Motor Insurance Bureau (MIB Ltd). The aim is to help **Us** to check information provided by **You** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this **Policy**. **We** will pass any information relating to any **Incident** which may or may not give rise to a claim under this **Policy** and which **You** have to notify **Us** of in accordance with the terms and conditions of this **Policy**, to the relevant registers.

Other Insurers

We may pass information about **You** and this **Policy** to other insurance companies with which **We** either reinsure **Our Business** or who are dealing with a claim made under this **Policy**. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **We** will make sure they comply with the same standards of **Data** security as though they were located inside the EEA.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and **Money** laundering, for example, when:
    - checking details on applications for credit and credit related or other facilities;
    - managing credit and credit related accounts or facilities;
    - recovering debt;
    - checking details on **Proposals** and claims for all types of insurance;
    - checking details of job applicants and **Employees**.

Please contact **Us** if **You** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Cancellation

If, having examined **Your Policy** documentation, **You** decide not to proceed, **You** may cancel this **Policy** within the first 14 days. The 14-day **Period** starts on the day **You** receive the **Policy** documentation, or the day **You** enter into this **Contract** of insurance whichever is the later. When **We** have received notice of **Your** decision not to proceed, any premiums **You** have paid will be returned, unless **You** have made a claim. If **You** have made a claim or there has been an incident likely to give rise to a claim no premium will be returned to **You**.

You may cancel the **Policy** after the first 14 days and the **Policy** can be cancelled by **Us**. Please see the full cancellation condition in the general conditions for details.

Fair Presentation of Risk

This **Policy** is a legal **Contract**.

You have a duty to make a fair presentation of the risk which is covered by this **Policy** Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any Statement of Fact is accurate and complete.

You must also tell **Us** about any facts or changes which affect **Your** insurance, and which have occurred either since the **Policy** started or since the last renewal date.

If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all (see General **Policy** Condition Fair Presentation of Risk for full details of cover restrictions).

Please tell **Your** insurance advisor to immediately let **Us** know if there are any changes to the information set out in the **Statement of Facts** or on **Your Schedule**. **You** must also tell **Your** insurance advisor to let **Us** know immediately about the following changes:

- any change or addition to the contents of the **Property** to be **Insured** that results in the need to increase the amounts **Insured** or the limits that are shown on your **Policy Schedule**;
- any changes to the **Business** description or activities undertaken;
- any change of address;
- If the **Business** ceases to trade.

If **You** are not sure whether certain facts are relevant, please ask **Your** insurance **advisor**. If **You** do not tell **Us** about relevant changes, **Your Policy** may not be valid or the **Policy** may not cover **You** fully or at all (see General **Policy** Conditions Alteration of Risk and Fair Presentation of Risk for full details of cover restrictions).

You should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance broker.

This is a legal document and should be kept in a safe place.

Our service commitment

Customer feedback

If **You** have any suggestions or comments about how the firm that arranged **Your** insurance with **Us**, **We** or the **Administrator** can improve **Our** cover or the service **We**/they have provided please write to the **Administrator**.

The **Administrator** and **We** welcome feedback to enable them or **Us** to improve **Products** and services.

In the event that **We** are unable to continue to trade with the **Administrator** because they have ceased to trade through bankruptcy or liquidation, or in the event that their relevant FCA authorisation is revoked, **We** reserve the right to pass **Your Policy** and all details on to another **Administrator**. If **You** do not wish this to happen then please put **Your** request in writing to **Us**.

Policy Definitions

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 **We** state otherwise.

A defined word or phrase will start with a capital letter each time it appears in the **Policy** e.g. **Business** except for headings and titles. Each section of the **Policy** may contain Definitions which apply to that particular section and they must be read in conjunction with the following Definitions. Please note that throughout this **Policy Wording** a defined word or phrase will also be in bold text.

Administrator(s)

The firm appointed to administer Sections 1 to 5 of this insurance on **Our** behalf.

Asbestos

Asbestos, **Asbestos** fibres or any derivatives of **Asbestos**.

Business

Activities directly connected with the **Business** shown in the **Schedule** and no other purpose of this **Policy** including:

a) the ownership maintenance repair of the **Premises**:

b) the provision and management of canteen sports social and Welfare organisations for the benefit of **Employees** and fire security first aid medical and ambulance services;

c) private work undertaken with **Your** prior consent by the **Employees** for any of **Your** directors or senior officials;

d) participation in trade shows or exhibitions.

Claim Service Provider

The firm appointed on **Our** behalf to handle and settle claims made under Sections 1 to 5 of **Your** insurance. **You** must notify claims to them and contact them with any questions relating to **Your** claim.

Contract

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

Contract Site

The site of any **Contract** undertaken by **You** within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Contract Works

a) temporary or permanent works completed or to be completed as part of any **Contract**;

and/or

b) materials and **Goods** for incorporation whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands to the extent that **You** are responsible under any **Contract**.

Damage

Material loss destruction or **Damage**.

Data

All information which is electronically stored or electronically presented or contained on any current and back up discs tapes or other materials or devices used for the storage of **Data** including but not limited to operating **Systems** records programs software or firmware code or series of instructions.

Data Protection Regulations

(i) unless and until the General **Data Protection Regulation** ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Sensitive Personal Data" shall have their respective meanings under the **Data Protection Regulations**.

Denial of Service Attack

Any actions or instructions with the ability to **Damage** interfere with or otherwise affect the availability of **Computer Equipment** or **Data** including but not limited to the generation of **Excess** traffic into network addresses the exploitation of **System** Weaknesses and the generation of **Excess** or

non-genuine traffic within between or amongst networks.

Employee

Other than Section 5 – Commercial Legal Expenses:

1. any person under a **Contract** of service or apprenticeship with **You** while working for **You** in connection with the **Business**;
2. any of the following persons whilst working under **Your** supervision or control in connection with the **Business**;
    a) any person who is hired to or borrowed by **You**;
    b) any person engaged in connection with a work experience training or similar scheme;
    c) any self-employed person working on a labour only basis;
    d) any person engaged by a labour only sub-contractor;
    e) any labour master or person engaged by them;
    f) any driver or operator of hired-in plant;
    g) any volunteer helper.

Endorsement

Endorsements are attachments to the **Schedule** that alter the **Policy** in some way.

Excess

The first amount of each and every claim (as shown in the **Policy**, the **Schedule** or any **Endorsement**) for which **You** are responsible at each separate **Premises** after the application of all other terms and conditions of the insurance including but not limited to any **Condition of Average**.

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 **Your Property** or not to operate at any time as desired as specified or as required in the circumstances of the **Business**.

Hacking

Unauthorised access to any computer or other equipment or component or **System** or item which processes stores transmits or retrieves **Data** whether **Your Property** or not.

Hazardous Trades and Locations

Any work or process in connection with the following trades activities and occupations or at the following locations:

a) demolition unless such work forms part of a **Contract** undertaken by You for rebuilding alteration maintenance or repair;
b) collieries mines or quarries;
c) chemical works gas works nuclear installations or establishments oil refineries petrochemical works power stations and bulk oil petrol gas or chemical storage tanks or chambers other than non-manual work;
d) construction of or any work in or on blast furnaces canals chimney shafts dams docks harbours piers tunnels wharves;
e) aircraft or **Airside** Railway **Rolling stock**;
f) **Rolling stock** or **Trackside**;
g) Watercraft or underwater;
h) Use of explosives tunneling or piling work;
i) Removal mining processing manufacturing distribution storage disposal sampling treatment maintenance or repair of **Asbestos** or **Products** made entirely or mainly of **Asbestos**;
j) Construction of bridges and viaducts other than footbridges;
k) Roads where there is live traffic.

The following Definitions are added to the **Policy**:

Airside

Any area accessible to aircraft, including runways, taxiways, hangers and aprons.

Rolling Stock

Any vehicle that moves on a railway track.

Trackside

Any area immediately adjacent to railway tracks or where a Personal Track Safety (PTS) Certificate is required to gain access or carry out work.

Index Linking

Whenever a **Sum Insured** is declared to be subject to **Index Linking** it is adjusted at annual intervals in line with suitable indices of costs and the renewal premium will be based on the adjusted **Sum Insured**.

Indirect Loss

Loss that is not directly associated with the **Incident** that caused **You** to claim.

Injury

Bodily **Injury**, death, illness or disease.

Insured, Insured's, You, Your

The person(s) or company named in the **Schedule**.

Insurer, Our, Us, We

The Insurance Company named in the **Schedule** on whose behalf this insurance document is issued.

Offshore

Any **Offshore** rig **Offshore** platform or **Offshore** installation or support vessel in the sea or tidal waters.

Period of Insurance

The **Period** beginning with the Effective Date shown in the **Schedule** and ending with the expiry date and any other **Period** for which **We** have accepted **Your** premium.

Policy

The Tradesman and Contractor **Policy Wording**, **Schedule**, Certificate of Employers Liability Insurance, Certificate of Public Liability Insurance and any **Endorsements** attached or issued with it.

Policy Wording

The **Policy Wording** is a standard **Contract** form which details in 5 sections the cover provided, exclusions to the cover, conditions **You** must comply with in addition to other formal information such as what **You** need to do if **You** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **Schedule** will show which sections are operative and which are not.

Products

Goods or other material **Property** manufactured sold supplied hired processed altered treated repaired serviced tested installed constructed erected or transported by **You** or on **Your** behalf in the course of the **Business** and which is no longer in **Your** custody or control.

Projected Turnover

Your estimate of the **Money** to be paid or payable to **You** in the next twelve months for **Goods** sold and delivered and for services rendered in the course of the **Business**.

Property

Material **Property** belonging to **You** or for which **You** are responsible for the purposes of the **Business**.

Proposal

The **Statement of Facts** and any additional information supplied to **Us** by **You** or on **Your** behalf.

Statement of Facts

This is a record of the statements that **You** made when applying for this insurance – in the case of the **Statement of Facts** it is a record of information **You** or **Your** insurance advisor have entered into our computer **Systems** or have advised in the course of a telephone conversation or other media.

The **Insurers** have used the information **You** have supplied to determine the terms on which they are prepared to provide the insurance and the

premium they require. It is extremely important that **You** check this document most carefully to ensure that **You** have taken care to honestly provide this information and that to the best of **Your** knowledge and belief, it is accurate, and you have made a fair presentation of the risk. If **You** don't, **Your Policy** may be cancelled, or treated as if it never existed, or **Your** claim rejected or not fully paid. If **You** are in any doubt, **You** should speak to **Us** or **Your** insurance **advisor**.

Should any of the information **You** have provided, and which is recorded on the **Statement of Facts** change during the **Period of Insurance, You** must tell **Us**. **We** may then amend the premium charged and the terms of this **Policy**.

System

Computers, other computing equipment and electronic equipment linked to computer hardware electronic **Data** processing equipment, microchips and anything that relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

Terrorism

In respect of all sections other than 5 **Terrorism** means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public or any section of the public in fear.

In respect of Section 5 **Terrorism** means any act whether involving violence or the use of force or not or the threat or the preparation thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to or does intimidate or influence a de jure or de facto government or governmental organisation or the public or a section of the public or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes and objectives.

The Schedule

The **Schedule** details which sections of the **Policy** are operative, and the major sums **Insured** and limits that apply to each of those sections. The **Schedule** also details the location(s) that are being **Insured** by the **Policy** and the main excesses that apply to a claim. Finally, the **Schedule** will show if there are any additional **Endorsements** applying.

Territorial Limits

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

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage** interfere with or otherwise adversely affect computer programs, **Data** files or operations, whether involving self-replication or not.

Section 1 - Public Liability and Products Liability

Certain words have specific meanings for the purpose of this section.

Definitions for Section 1 – Public Liability and Products Liability

Refer also to the **Policy Definitions** at the beginning of this **Policy**.

Pollution or Contamination

a) all **Pollution or Contamination** of buildings or other structures or of water or land or the atmosphere; and

b) all accidental **Damage** to material **Property** or **Injury** directly or indirectly caused by such **Pollution** and **Contamination**.

Territorial Limits

a) Great Britain, Northern Ireland, the Isle of Man and the Channel Islands;

b) elsewhere in the world, other than **Offshore** for visits in connection with the **Business** undertaken by the **Insured** or any **Employee** normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in respect of the performance of non-manual work;

c) anywhere in the world in connection with **Products** supplied at or from **Premises** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

What is Covered

We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** as a result of:

a) accidental **Injury** to any person;

b) accidental **Damage** to material **Property**;

c) obstruction, trespass, nuisance or interference with any right of way, air or light or water or other easement;

d) wrongful arrest, malicious prosecution, detention, imprisonment, eviction or invasion of the right of privacy of any person (not being an **Employee**);

occurring within the **Territorial Limits** during the **Period of Insurance** and happening in the course of the **Business**.

Limit of Liability

Our liability under this section for **Compensation** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in the **Schedule** other than:

a) in respect of any claims against **You** made within the legal jurisdiction of the United States of America, Canada or Australia or if an action is commenced therein or in any subsequent action in connection therewith is brought elsewhere in the world **Our** liability in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated in the **Schedule**;

b) in respect of **Products** or **Pollution or Contamination** where the amount stated in the **Schedule** will be the maximum amount payable in respect of all **Events** occurring during any one **Period of Insurance**.

What is not Covered

a) the amount of the **Excess** shown in the **Schedule**;

b) liquidated damages, fines or penalties, punitive, exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages;

c) any liability which:

i. is **Insured** by or would but for the existence of this section be **Insured** by any other **Policy**;

ii. is assumed under any agreement unless the conduct and control of the claims is vested in **Us** excluding any agreement for and including the performance of work outside the **Territorial Limits**;

iii. is assumed under the terms of Clause 6.5.1 of the JCT Conditions of **Contract** or any subsequent alteration revision amendments or similar terms under any Conditions of **Contract**;

iv. is imposed on **You** by reason of the terms of any **Contract** conditions or agreement which would not have attached in the absence of such agreement other than:

1. under any warranty of goods implied by law;

2. under an indemnity clause in any agreement between **You** and any independent carrier in respect of **Injury** or **Damage** caused by **Products** entrusted to such carrier for transit by road rail or waterway.

d) any liability arising from:

i. advice instruction consultancy design formula specification inspection certification or testing provided separately for a fee or in circumstances where a fee would normally be charged or under a separate **Contract**;

ii. any professional negligence wrongful or inadequate advice treatment examination prescription or facility provided by **You** or anyone acting on **Your** behalf other than first aid treatment or any Optional Extension stated as applying in **Your Schedule**;

iii. the failure or inadequacy (whether full or partial) of any product supplied or installed by **You** or of any work carried out by **You** to perform the function for which it was intended

iv. the ownership possession or use by **You** or on **Your** behalf of:

1. any craft designed to travel in on or through water, air or space other than hand propelled watercraft less than 8 metres in length;
2. any mechanically propelled vehicle or trailer attached thereto which is required by any road traffic legislation to be the subject of compulsory insurance or other security other than:
   a) while such vehicle is being used as a tool of trade (but not in respect of liability which is compulsory insurable under road traffic legislation) on any site where **You** are undertaking work or at **Your Premises**;
   b) in respect of the loading or unloading of such vehicle.

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

e) any liability in respect of:

i. **Injury** to any **Employee** or partner or proprietor arising out of and in the course of employment by **You** in the **Business**;

ii. **Damage** to any **Property**:

1. owned by loaned leased hired or rented to **You** other than as specified under Extension F - **Damage** to Leased or Rented **Premises**;
2. held in the custody or control of or in trust by **You** or any **Employee** or any other person who is carrying out work on **Your** behalf;
3. forming part of the **Contract Works**.

iii. **Pollution or Contamination**:

1. occurring in the United States of America (or any territory within its jurisdiction) Canada or Australia;
2. elsewhere 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 occurred at the time such incident takes place.

iv. **Products** knowingly supplied directly or indirectly to the United States of America (or any territory within its jurisdiction), Canada or Australia;

v. **Products** installed or incorporated in any craft designed to travel in or through air or space and which to **Your** knowledge was intended to be installed or incorporated in such craft;

vi. work in or on or in connection with or **Products** supplied to or in connection with the **Hazardous Trades** and **Location**;

vii. being on working on or travelling to or from or supplying **Products** to any **Offshore** location;

viii. all costs of or arising from the need for making good removal repair rectification replacement or recall of any:

1. **Products**;
2. **Contract Works**;
3. defective work or incorrect workmanship or treatment

by **You** or on **Your** behalf.

f) any liability arising directly or indirectly from Abuse which for the purposes of this exclusion shall mean

i. acts of hurting or injuring mentally or physically by maltreatment or ill-use

ii. acts of forceful or unconsensual sexual activity, rape or molestation or

iii. repeated or continuing contemptuous coarse or insulting words or behaviours

Extensions

Cover provided by this section is extended to include:

What is Covered	What is not Covered

A Additional Persons Insured

We will extend the indemnity under this section to include:

a) in the event of the death of any person entitled to indemnity under this section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person;

b) at **Your** request:

i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement;

ii. those who hire plant to **You** to the extent required by the hiring conditions;

iii. any of **Your** directors or **Employees** in respect of liability arising in connection with the **Business**;

Provided that **You** would have been entitled to indemnity under this section if the claim had been made against **You**:

iv. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such;

v. any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

a) such persons are not entitled to indemnity under any other **Policy** covering such liability;

b) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply;

c) **We** shall retain the sole conduct and control of all claims;

d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** will not exceed the amount stated on the **Schedule**.

B Consumer Protection and Food Safety Acts

– Legal Defence Costs

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Consumer Protection and Food Safety legislation enacted within Great Britain, Northern Ireland the Channel Islands and the Isle of Man occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or awards of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

C Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial or publicity order.

D Cross Liabilities

If there is more than one **Insured** specified in the **Schedule** this section will apply separately to each one as if a separate **Policy** had been issued to each provided that **Our** total liability does not exceed the Limit of Indemnity stated in this section or the **Schedule**.

E Damage to Leased or Rented Premises

We will indemnify **You** in respect of **Damage** to the **Premises** (including fixtures and fittings) for which **You** are legally liable within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands which are leased hired or rented by **You** in connection with the **Business**.

Such **Damage** if the liability is assumed under a tenancy or other agreement and would not have attached in the absence of such agreement.

Such **Damage** which the tenancy or other agreement specifies that insurance is taken out by **You** or on **Your** behalf.

The first £100 of any claim other than where the cause is Fire or Explosion.

F Data Protection Regulations

We will indemnify **You** and at **Your** request any director or **Employee** in respect of the sums which **You** or any director or **Employee** become legally liable to pay as **Compensation** under the **Data Protection Regulations** for **Damage** or distress caused in connection with the **Business** during the **Period of Insurance** provided that **You** are:

a) a registered user in accordance with the terms of the Act;

b) not in **Business** as a computer bureau.

Our maximum liability including all **Cost and Expenses** under this Extension in respect of all claims occurring during any one **Period of Insurance** will not exceed £250,000.

For the purposes of this Extension the phrases or words **Data** Processor and **Data** shall carry the same meaning as defined under the **Data Protection Regulations**.

Any liability in respect of:

a) any **Damage** or distress caused by any deliberate act or omission by **You** the result of which could reasonably have been expected by **You** having regard to the nature and circumstances of such act or omission;

b) any **Damage** or distress caused by any act of fraud or dishonesty;

c) the **Costs and Expenses** of rectifying rewriting or erasing **Data**;

d) liability arising from the recording processing or provision of **Data** for reward or to determine the financial status of any person;

e) any fines or penalties.

Liability arising as a result of the provision by **You** of the services of a **Data** Processor.

G Defective Premises Act

We will indemnify **You** in respect of Liability for **Injury** or **Damage** to **Property** which **You** may incur as owner by virtue of the Defective **Premises** Act 1972 or the Defective **Premises** (Northern Ireland) Order 1975 in connection with any **Premises** which have been disposed of by **You** and which prior to disposal were occupied by **You** in connection with the **Business**.

Any liability for which **You** are entitled to indemnity under any other **Policy** of insurance.

Injury or **Damage** happening prior to the disposal of the **Premises**.

The cost of repairing or remedying any defect or alleged defect giving rise to such claim or for the rectification of faulty workmanship.

H Health and Safety at Work

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the Great Britain, Northern Ireland, the Channel Islands and the Isle of Man occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide other than costs already incurred under this clause.

The **Costs and Expenses** in respect of any activity or risk excluded from this **Policy**.

the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

I Overseas Personal Liability

We will indemnify **You** and at **Your** request any director Partner or **Employee** of **Yours** or any family member accompanying them in respect of legal liability incurred in a personal capacity arising out of:

a) accidental **Injury** to any person;

b) accidental **Damage** to material **Property**;

Occuring during the **Period of Insurance** whilst such persons are temporarily outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

Provided that:

a) the conduct and control of all claims is vested in **Us**;

b) any person entitled to indemnity under this Extension complies with and is subject to Terms Conditions and Exclusions of the **Policy** in so far as they can apply;

c) **Our** liability under this extension in respect of any one **Event** will not exceed the amount stated in the **Schedule**.

Any liability arising from or out of:

a) the ownership occupation or tenure of any land or building;

b) the carrying on of any trade **Business** or profession;

c) the ownership possession or use of animals (other than pet domestic animals) firearms (other than sporting guns) mechanically propelled vehicles and anything attached to them aircraft hovercraft or watercraft;

d) the existence of **Contract** or any agreement unless liability would have existed otherwise;

e) **Property** held in trust;

f) **Injury** to **You** or any director Partner or **Employee** or any family member accompanying them.

Liability where indemnity is provided by any other insurance **Policy**.

J Payment for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

Any director or Partner of the **Insured**	£250
Any **Employee**	£150

The amount of the **Excess** stated in the **Schedule**. Clothing and personal effects:

a) being worked on or held for the purposes of being worked on;

b) being stored by **You** for a fee or other consideration;

c) loaned leased hired or rented to **You**.

K Personal Belongings

We will indemnify **You** in respect of **Damage** to clothing and personal effects belonging to **Employees** or visitors for which **You** are legally liable in connection with the **Business** during the **Period of Insurance**.

Optional Extensions

The following Extensions are only operative if shown as Insured in the Schedule

Temporary Employees

We will indemnify **You** against legal 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 the number of days stated in the **Schedule** during any one **Period of Insurance**.

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

Treatment Risks

The following definitions apply to this Extension and will keep the same meaning wherever they appear in this Extension:

Treatment

a) washing, cutting, styling and drying of the hair;

b) tinting, dyeing, bleaching, permanent waving or special treatment of the hair normally carried out by a hairdresser;

c) eyebrow and eyelash plucking, shaping and tinting;

d) manicure and pedicure (but not chiropody) including the application of acrylic coatings;

e) application of cosmetics and facial masks including ionisation and steaming treatments;

f) application of proprietary hair removal, gels, waxes and creams;

g) normal hairdressing work on wigs and hairpieces;

h) ear piercing by the gun and stud method.

Qualified Operator

Any person 18 years of age or over who has either:

a) more than 3 years continuous experience of professional hairdressing or beauty **Treatments**; or

b) completed 2 years technical college training in hairdressing or beauty **Treatments**.

Cover

Cover provided by Section 1 Public Liability is extended to include liability arising out of any **Treatment** usually undertaken in the ordinary course of the **Business** in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands by **You** or any **Employee**.

Exclusions

The following additional Exclusions apply to this Extension.

We will not be liable under this Extension for:

a) any claim arising out of or attributable to:

i. application by **You** or any one acting on **Your** behalf or use upon **Your** advice or any one acting on **Your** behalf of any lotion hair dye or other preparation wholly or partly manufactured produced mixed or treated in any way by **You** or anyone acting on **Your** behalf;

ii. use contrary to the makers or vendor's instructions as regards failure to make the prior skin tests before use and/or subsequent procedures required or recommended by them in respect of any lotion hair dye or other preparation;

iii. any liability arising from the **Treatment** of any person who knows he or she suffers from skin allergies unless they produce before **Treatment** begins a medical certificate stating they may undergo **Treatment**;

iv. any **Treatment** carried out by any person other than a **Qualified Operator** except:

(i) the washing and drying of hair hairpieces or wigs;

(ii) whilst such person is under the direct and continuous supervision of a **Qualified Operator**.

b) any refund in respect of any **Treatments** given or facilities provided by **You**;

c) the cost of repairing, removing, replacing, rectifying, making good recalling or altering any **Products** supplied by **You**.

Solaria and Sun Beds Cover

This Extension includes the provision of ultraviolet or infrared **Treatment** facilities, provided that:

a) suitable goggles are worn by all persons using the sun bed(s);

b) the equipment is inspected at least annually by a qualified electrical engineer;

c) customers are given detailed instructions on the safe use of equipment;

d) a warning notice shall be prominently displayed near each sun bed;

e) the use of the equipment is adequately supervised by a competent person;

f) customers are advised before **Treatment** begins of the possible health risk of ultraviolet rays;

g) the time of exposure on each sun bed shall be controlled by **Your** management by means of an automatic time clock.

In addition to Exclusions for the **Treatment** Risks Extension in so far as they can apply **We** will not be liable under this Solaria and Sun Beds **Cover** for the **Treatment** of any person who:

a) knows he or she suffers from skin allergies, high or low blood pressure or circulation disorders;

b) knows she is pregnant;

c) is taking prescribed medicine;

Unless they produce, before **Treatment** begins, a medical certificate stating they may undergo **Treatment**.

Limit of Liability

Our maximum liability under this Extension for **Compensation** payable in respect of any one **Event** and the maximum amount payable in respect of all **Events** occurring during any one **Period of Insurance** will not exceed £1,000,000 in addition to **Costs and Expenses**.

Special Condition Applicable to this Extension

These conditions of cover apply only to this **Policy** extension.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Sterilisation

It is a condition precedent to **Our** liability that all:

a) razor and clipper blades;

b) steel combs;

c) needles;

d) other items which could pierce skin;

are thoroughly sterilised before each use.

If **You** do not comply with this condition **We** will not pay **You**r claim.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Bona Fide Sub Contractors

It is a condition precedent to liability under this **Policy** that where work is undertaken on **Your** behalf by any sub-contractor other than a labour only sub-contractor **You** must take reasonable steps to obtain confirmation from the sub-contractor prior to starting work that they have insurance in force throughout the **Period** of the work they are undertaking.

A written record must be retained by **You** for inspection by **Us** if a claim arises for which the sub-contractor may have a responsibility showing evidence of:

a) Employers Liability insurance in the name of the sub-contractor covering liability to **Employees** in accordance with any law relating to compulsory insurance;

b) Public Liability insurance covering the legal liability of the sub-contractor to anyone who is not one of their **Employees** and which:

i. has a limit of indemnity not less than the public liability limit of liability shown in **Your Schedule** or any other amount agreed by **Us** in writing;

ii. includes a clause providing benefit of cover to **You** in similar terms to clause (b) (i) of **Extension A Additional Persons Insured of Section 1 Public Liability**;

iii. covers the type of work carried out by the sub-contractor in connection with works being undertaken.

If **You** do not comply with this condition **We** will not pay **Your** claim.

Housing Grants Construction and Regeneration Act 1996

It is a condition precedent to liability under this **Policy** that in respect of any event and/or occurrence which may be the subject of indemnity under this section arising out of a decision made by an adjudicator in connection with any dispute which has been referred to adjudication in accordance with the provisions of the Housing Grants Construction and Regeneration Act 1996 that:

a) **You** give immediate notice directly to **Us** of:

   i. receipt of any notice of intent or other documents making reference to adjudication;

   ii. becoming aware that a dispute is likely to be referred to adjudication;

   iii. a decision by **You** to refer a dispute to adjudication.

b) **You** will:

   i. provide full written details and/or any other applicable evidence in respect of any matter notified under a) above directly to **Us** within 48 hours of it occurring by Registered Post;

   ii. meet any request direction or timetable of the adjudicator.

c) **You** will not without **Our** written consent:

   i. make any admission offer promise payment in respect of any matter which is the subject of indemnity under this **Policy**;

   ii. agree to accept the decision of any adjudicator as finally determining the dispute with no further reference to the rights of reference to legal proceedings arbitration or alternative dispute resolution.

d) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim for indemnity or damages or otherwise involving a dispute referred to adjudication.

Subject always to the terms Exclusions Conditions and limitations of this **Policy**.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

Underground Services Condition

We shall not indemnify **You** in respect of **Damage** to pipes, cables, mains or other underground services arising out of or caused by digging, drilling, boring, excavation or earth moving operations unless the undernoted precautions are complied with on each occasion:

a) prior to the commencement of any excavation, digging, boring or earth moving work **You** shall take or cause to be taken all reasonable measures to identify the location of all underground pipes, cables, mains and other services with their owner or the relevant authority responsible and retain a written record of such measures;

b) **You** shall convey the location of such underground pipes, cables, mains and other services to those **Employees** or contractors carrying out such work on **Your** behalf;

c) **You, Your Employees** or any contractors carrying out work shall adopt or cause to be adopted a method of work which minimises the risk of **Damage** to such underground pipes, cables, mains and other services.

If **You** do not comply with this condition **We** will not pay **Your** claim.

Heat Application Condition and Restriction of Limit of Indemnity

It is a condition precedent to **Our** liability under this Policy that the following precautions are be complied with in relation to any following work carried out away from **Your** premises.

No such work shall be carried out unless specifically authorised by the occupier of the premises at which the work is to be undertaken and that the occupier has specifically approved the following safety arrangements

a) Work involving application of heat including, but not limited to the use of any blow lamp, blow torch, flame gun or hot air gun, electric gas or other welding cutting, portable grinding equipment or other form of naked flame

   i. The area in which work is to be carried out (including adjoining shafts or openings and the area the other side of any wall or partition) is to be inspected and wherever practicable all combustible material is to be removed to a distance not less than 10 metres from the point of work. Where such material cannot be removed it must be covered by overlapping sheets of non-combustible material or afforded equivalent protection

   ii. Suitable fire extinguishing appliances, not less than 2 in number, are to be kept available for immediate use at the point of work. Fire extinguishers should be full and in working order with a capacity of at least 20 litres and located no more than 2 metres from the area of work.

   iii. All burning equipment is to be lit and used in strict accordance with the manufacturer's instructions not left unattended when lit and extinguished immediately after use

   iv. Hot air guns are to be switched off when unattended and immediately after use

v. All portable grinders are to be switched on and used in strict accordance with the manufacturer's instructions and switched off when unattended and immediately after use
vi. A person who is competent in the use of fire extinguishing appliances is to be appointed to act as a firewatcher in conjunction with the operative using the equipment and to remain in attendance until use of all such equipment has ceased and all torches have been extinguished and all portable grinders switched off
vii. Wherever practicable gas cylinders not in use are to be kept outside the building in which the work is taking place or otherwise kept at least 15 metres from the point of work
viii. A continuous check that there is no fire or risk of fire is to be made in the vicinity of the point of work and immediately following completion of each period of work a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition) A further check is to be made 30 minutes and again at 60 minutes immediately following the completion of each period of work. A suitable Employee is to be responsible for fire safety for each period of work and to damp down the area of the proposed work whilst the hot works is being carried out and for at least 15 minutes following any interruption to and/or cessation of the hot work.
ix. any work involving the application of heat is only carried out by a suitably experienced employee or contractor
x. any work involving the application of heat will cease at least 1 hour before work at the premises finishes for the day

Work involving asphalt or bitumen tar boilers

i. Regulation spill trays are to be used
ii. All tar boilers are to be kept wholly at ground level
iii. The equipment and work is not to be left unattended at any time whilst in use
iv. Suitable fire extinguishing appliances are to be kept available for immediate use at the point of work
v. Immediately following completion of each period of work, a thorough check that there is no fire or risk of fire is to be made of the whole area in which the work is to be carried out (including adjoining shafts or openings and the area on the other side of any wall or partition)

Our Limit of Indemnity under Section 1 – Public Liability in respect any claim arising from of any work undertaken by **You** or on **Your** behalf involving the use of heat or the application of heat, carried out away from **Your** premises, is restricted to £1,000,000.

If **You** do not comply with this condition, **We** may not pay **Your** claim.

Section 2 – Employers' Liability

This cover is only operative if shown as Insured on the Schedule.

Certain words have specific meanings for the purpose of this section.

Definitions for Section 2 – Employers' Liability

Refer also to the **Policy Definitions** at the beginning of this **Policy**.

The following additional definitions apply to this section and shall keep the same meaning wherever they appear in this section.

Territorial Limits

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

b) elsewhere in the world other than **Offshore** for visits in connection with the **Business** undertaken by the **Insured** or any **Employee** normally resident in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in respect of the performance of non-manual work.

What is Covered	What is not Covered
We will indemnify **You** against all sums that **You** become legally liable to pay as **Compensation** and **Costs and Expenses** in respect of **Injury** sustained within the **Territorial Limits** during the **Period of Insurance** by any **Employee** arising out of their employment by **You** in the course of the **Business**. **Limit of Liability** **Our** liability under this section for **Compensation** and **Costs and Expenses** payable in respect of any one claim against **You** or series of claims against **You** arising out of one event will not exceed the amount stated in this section of the **Schedule**.	Any liability caused by or arising out of: a) being on working on or travelling to or from any **Offshore** Location. Any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other compulsory Road Traffic Act Legislation.

Extensions

Cover provided by this section is extended to include:

What is Covered	What is not Covered
A Additional Persons Insured **We** will subject to the terms of this section indemnify: a) in the event of the death of any person entitled to indemnity under this section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person; b) at **Your** request: i. any principal in respect of liability arising out of the performance by **You** of any agreement entered into by **You** with the principal to the extent required by such agreement; ii. any director of the **Insured** or **Employee** in respect of liability arising in connection with the **Business**. Provided that **You** would have been entitled to indemnity under this section if the claim had been made against **You**: iii. any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such;	

iv. any director or senior official of the **Insured** in respect of private work undertaken by any **Employee** for such director or senior official.

Provided that:

a) such persons are not entitled to indemnity under any other **Policy** covering such liability;

b) each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply;

c) **We** shall retain the sole conduct and control of all claims;

d) where **We** are required to indemnify more than one party the total amount of indemnity payable to all parties in respect of **Compensation** and **Costs and Expenses** will not exceed the amount stated in this section of the **Schedule**.

B Corporate Manslaughter and Corporate Homicide

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with any criminal inquiry into or court proceedings brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007, or successors thereof in respect of any death occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

Any fines, penalties or award of **Compensation** imposed by a criminal court.

Any **Costs and Expenses** covered by any other insurance.

The **Costs and Expenses** of any investigation or prosecution brought other than under the laws of the Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** of implementing or failing to comply with any remedial order or publicity order.

C Health and Safety

We will indemnify **You** in respect of the **Costs and Expenses** of legal representation in connection with an alleged breach of statutory duty under Health and Safety Legislation enacted within the Great Britain, Northern Ireland, the Channel Islands and the Isle of Man occurring during the **Period of Insurance** where there is also a claim or potential claim against **You** for **Compensation** covered by this section.

You must obtain **Our** prior consent to legal representation and **We** will only agree to payment on a fee basis agreed by **Us**.

In addition, **We** will fund the cost of an appeal against a conviction provided it is the opinion of Counsel appointed by mutual consent that such an appeal is more likely to succeed than not and that the total amount of **Compensation** and claimants costs is likely to exceed the total cost of legal representation.

Any fines penalties or award of **Compensation** imposed by a criminal court.

The **Costs and Expenses** of an appeal against improvement or prohibition notices.

Any **Costs and Expenses** covered by any other insurance. The **Costs and Expenses** of any investigation or prosecution

brought other than under the laws of the Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

The **Costs and Expenses** in respect of any deliberate act or omission by **You**.

The **Costs and Expenses** on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide other than costs already incurred under this clause.

The **Costs and Expenses** in respect of any activity or risk

If a claim for **Compensation** is settled or withdrawn, **We** will have no further liability under this Extension other than for **Costs and Expenses** of legal representation incurred before the date of the claims payment or withdrawal of the claim.

The maximum **We** will pay for all costs under this Extension as a result of all occurrences during any one **Period of Insurance** will not exceed £1,000,000.

D Payment for Court Attendance

In the event of any of the undermentioned persons attending court as a witness at **Our** request in connection with a claim in respect of which **You** are entitled to indemnity under this section **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

a)	any director or Partner of the **Insured**	£250
b)	any **Employee**	£150

E Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the **Period of Insurance** and arising out of their employment by **You** in the course of the **Business** which results in a judgement for **Compensation** being obtained by such **Employee** or their personal representatives and which remains unsatisfied in whole or in part six months after the date of such judgement. **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of any such damages and any awarded costs to the extent that they remain unsatisfied provided that:

a) The judgement for **Compensation** is obtained in a court of law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man against a company partnership or individual other than **You** conducting **Business** at or from **Premises** within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;

b) There is no appeal outstanding;

c) This judgement relates to **Injury** which would otherwise be within the terms of the **Policy**;

If any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the judgement to **Us**.

F Injury to Working Partners

We will treat as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury** provided that:

a) such **Injury** is sustained whilst working in connection with the **Business** during the **Period of Insurance** and within the **Territorial Limits**;

b) such **Injury** is caused by another working partner proprietor or **Employee**;

c) the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or **Employee** responsible for the **Injury**.

excluded from this **Policy**.

G Temporary Employees

We will indemnify **You** against legal 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 the number of days stated in the **Schedule** during any one **Period of Insurance**.

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

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Discharge of Liability

We may pay the Limit of Indemnity or any lesser amount for which any claim or claims against **You** can be settled and **We** will be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment provided that in no circumstances shall the total amount paid exceed the Limit of Liability.

Radioactive Contamination

So far as concerns the liability of any principal or liability assumed by **You** under agreement and which would not have attached in the absence of such agreement this section will not apply to any liability of whatsoever nature directly or indirectly 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 from the combustion of nuclear fuel;

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Right of Recovery

This insurance is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man but **You** will repay to **Us** all sums paid by **Us** which **We** would not have been liable to pay but for the provisions of such law.

Section 3 – Tools and Business Equipment

This cover is only operative if shown as Insured on the Schedule

Definitions

Refer also to the **Policy Definitions** at the beginning of this **Policy**.

The following additional Definitions apply to this section and shall keep the same meaning wherever they appear in this section.

Laptop Computers

A small portable personal computer battery or AC powered belonging to or borrowed or leased by any **Insured Person**.

Tools and Business Equipment

Hand tools, hand held portable power tools, ladders, stock and **Business** materials and mobile phones belonging to or borrowed or leased by any **Insured Person**.

Insured Person

Each of **Your** directors, partners, principals or permanent **Employees**.

Tool of Trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

What is Covered

We will indemnify **You** at **Our** option by payment reinstatement or repair in respect of **Damage** from any cause to **Tools and Business Equipment** and/or **Laptop Computers** up to the Sums **Insured** shown in the **Schedule** whilst anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and for up to 21 consecutive days during any one **Period of Insurance** elsewhere in the world.

What is not Covered

Indirect Loss of any kind.

The amount of the **Excess** shown in the **Schedule**. Unexplained disappearance or inventory shortage. **Property** more specifically **Insured**.

Any **Damage** by theft or attempted theft:

a) from any unattended open or soft-topped vehicle;

b) from any other unattended vehicle unless:

i. all doors and windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys to doors ignition and other services removed and the **Insured Property** is hidden from view;

ii. such vehicle is in a securely locked building or guarded security park between the hours of 9.00pm and 6.00am.

c) whilst left unattended:

i. on any site or **Premises** where **You** or any **Employee** is carrying out work;

ii. elsewhere unless stored in a securely locked room or building.

d) by any **Insured Person** or any other **Employee**. Any **Damage** caused by or arising out of:

i. wear, tear, depreciation, erosion, the action of light or atmosphere, a change in temperature, moths, vermin, insects or parasites.

ii. frost, corrosion, dampness, rust, dryness, evaporation, loss of weight, contamination, wet or dry rot, marring, scratching, bruising or deterioration, mildew, mould or toxic mould or

other deterioration;

iii. any process of cleaning, restoring, adjusting, normal maintenance or repair, use contrary to the manufacturer's instructions or interference with any component part.

iv. arising from mechanical or electrical breakdown or derangement;

v. confiscation, nationalisation, requisition, seizure or wilful destruction by any Government Public Municipal Local or Customs Authority;

vi. **Damage** due to any wilful act or wilful neglect by **You**;

vii. **Damage** to:

i. any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than a vehicle used solely as a **Tool of Trade**;

ii. rubber tyres by the application of brakes or by punctures cuts or bursts;

iii. any aircraft or waterborne vessel;

iv. **Property** for which **You** are relieved of responsibility by the conditions of the **Contract**;

v. cutting edges, cutting tools, trailing cables, flexible pipes, driving chains, conveyor belts, driving belts or articles of a brittle nature unless caused by fire, lightning or storm or the theft of a complete item.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of loss or **Damage** under this section **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay the appropriate additional premium.

Average

If the **Sum Insured** at the time of the **Damage** is less than the full cost of replacement at the current prices, then **You** will be **Your** own **Insurer** for the difference and bear a rateable share of the **Damage** accordingly.

Basis of Claims Settlement

We may at **Our** option repair reinstate or replace any **Property** which has suffered **Damage** or pay the amount of **Damage** in money **We** shall not be responsible for the cost of any alterations additions improvements or overhauls carried out on the occasion of any loss.

Section 4 – Contract Works Own and Hired in Plant

This cover is only operative if shown as **Insured** on the **Schedule**.

Definitions

Refer also to the **Policy Definitions** at the beginning of this **Policy**.

The following additional definitions apply to this section and shall keep the same meaning wherever they appear in this section.

Contract Price

The sum agreed between **You** and **Your** principal or his **Employee** as payment or completion of the **Contract Works** or where there is no principal or **Employee** the value of the **Contract Works** to be completed on site.

Existing Structures

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

Hired in Plant

Plant scaffolding, site huts and temporary buildings hired in by **You** for use in connection with any **Contract** while anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including 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.

Own Plant

Plant scaffolding site huts and temporary buildings owned by **You** while anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and including transit other than by sea or air.

Practical Completion

Contract Works which are:

a) completed; or

b) complete except for the prospective buyers or tenants choice of decorations or final fitments.

Property Insured

a) the **Contract Works**;

b) **Own Plant** and **Hired in Plant** which **You** own or for which **You** are responsible as stated in the **Schedule**.

Tool of Trade

Mobile plant or equipment being used where insurance or security is not required under the provisions of any road traffic legislation.

What is Covered

We will indemnify **You** in respect of **Damage** to the **Property Insured** described in each item of the **Schedule** sustained within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands during the **Period of Insurance**.

What is not Covered

a) the amount of the **Excess**;

b) liquidated damages, fines or any other penalties under **Contract** for delay or non-completion or loss of market;

c) **Damage** due to any wilful act or wilful neglect by **You**;

d) the cost of normal upkeep or making good;

e) **Damage**:

i. by disappearance or shortage discovered only when an inventory is taken, or which is not traceable to an event;

ii. caused by **Pollution or Contamination** other than that of or to the **Property Insured**;

f) **Damage** to any part of the permanent works:

i. for which a certificate of completion has been issued;

ii. which has been completed and handed over to **Your** employer or principal; or

iii. taken into use.

unless the **Damage** occurs:

g) during the **Maintenance Period** but caused before the beginning of the **Maintenance Period**;

h) while **You** are carrying out **Your** obligations under the **Maintenance Period**;

i) 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**;

j) **Damage** as a result of:

i. wear and tear or gradual deterioration, depreciation, erosion, the action of light or atmosphere, moths, vermin, insects or parasites;

ii. frost, corrosion, dampness, dryness, evaporation, contamination, wet or dry rot, marring, scratching, bruising, mildew, mould or toxic mould;

iii. normal maintenance or repair;

iv. mechanical or electrical breakdown or derangement or from adjustment or repair.

k) **Damage** to:

i. **Existing Structures**;

ii. any mechanically propelled vehicle including any trailer attached thereto which is licensed for road use and for which insurance or security under road traffic act legislation is required other than a vehicle used solely as a **Tool of Trade**;

iii. any aircraft or waterborne vessel;

iv. **Property** for which **You** are relieved of responsibility by the conditions of the **Contract**;

v. rubber tyres by the application of brakes or by punctures cuts or bursts;

vi. **Contract Works** in connection with the **Hazardous Trades and Location**;

vii. **Damage** to and the cost necessary to reinstate, repair or rectify:

i. **Property Insured** which is in a defective condition due to a defect in design plan or specification materials or workmanship of or any part of that **Property Insured**;

ii. other **Property Insured** to enable the reinstatement or repair of **Property Insured** excluded in (i) above.

This Exclusion will not apply to other **Property Insured** which is not defective but is **Damage**d as a result thereof.

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**.

j) repair to or replacement of any item of **Your Own 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.

Extensions

Cover provided by this sub-section is extended to include:

What is Covered	What is not Covered
A. Architects Surveyors Legal and Consulting Engineers Fees	
The fees necessarily incurred following **Damage Insured** by this section to reinstate or repair the **Contract Works**.	Any fees incurred for preparing any claim where more specifically **Insured**.
B. 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 **Hired in Plant Insured** under this section provided that the cover for **Your Own Plant** and/or **Hired in Plant** is operative.	**Damage** due to any wilful act or wilful neglect by **You**. Any amount in **Excess** of £5,000.
C. Debris Removal	
The **Costs and Expenses** necessarily incurred with **Our** written consent in: a) removing debris from the **Contract Site** and the area immediately adjacent; b) dismantling and/or demolishing shoring up or fencing off or propping the portion or portions of the **Property Insured**; c) clearing and/or repairing drains and service mains on site. As a result of **Damage Insured** by this section.	Any amount in **Excess** of 25% of the estimated **Contract Price**. Any costs and expenses: a) arising from **Pollution or Contamination** of **Property** not **Insured** under this section; b) more specifically **Insured**.
D. European Community and Public Authorities (including undamaged Property)	
The additional costs of reinstatement as may be incurred solely by reason of the necessity to comply with the stipulations of: a) European Community Legislation; b) **Buildings** or other regulations under or framed in pursuance of any Acts of Parliament or local authority bye-laws provided that. The work of reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within 12 months of the date of the **Damage** or within such further time **We** may allow (during the said 12 months). The work may be carried out upon another site (if the stipulations so necessitate) subject to **Our** liability under this Extension not being increased. Special Condition applicable to this Extension. If **Our** liability under this section apart from this Extension is reduced by the application of any terms and/or Conditions of the **Policy** then **Our** liability will be reduced in proportion.	Any **Damage** occurring prior to the granting of this Extension. Any amount in **Excess** of 50% of the **Contract Price**. In respect of un**Damage**d **Property Insured** any amount in **Excess** of 15% of the amount. **We** would have been liable to pay had the **Property Insured** been wholly destroyed. Any costs incurred: a) in respect of **Damage** not **Insured** by this section; b) associated with an existing requirement which has to be implemented within a given **Period**; c) associated with any additional rate tax duty or other charge which may become payable following compliance with such legislation regulations or bye-laws; d) where notice was served upon **You** before the **Damage** Occurred.
E. Expediting Costs	
The costs and additional charges for overtime night-work work on public holidays express freight and the like necessarily incurred following **Damage** to reinstate or repair the **Contract Works** as part of a claim under this section.	Any costs in **Excess** of 10% of the estimated **Contract Price** or £10,000 whichever is the lesser. Any costs incurred which would result in the completion of the **Contract** at a faster rate than would have been obtained had **Damage** not occurred.

F. Free Issue Materials

The **Contract Works** will include any free issue material for incorporation into the **Contract** which are:

a) isssued free to **You** or on behalf of **Your** employer; and

b) for which **You** are responsible under conditions of the **Contract**.

Immobilisation or immovability due to mechanical or electrical breakdown.

G. Immobilised Plant

We will indemnify **You** for the necessary costs incurred in the recovery of **Your Own Plant** and/or **Hired in Plant** which may become immobilised or immovable as a result of **Damage Insured** by this section whilst being used in connection with any **Contract** undertaken by **You** provided that the cover for **Your Own Plant** and/or **Hired in Plant** is operative.

H. Indemnity to Principals

The interest of **Your** employer/principal solely to the extent required by the conditions of **Contract** in force between **You** and **Your** employer/principal is included.

Provided that each person will as though they were **You** observe fulfil and be subject to the terms of this **Policy** insofar as they can apply.

I. Off Site Storage

The insurance by this section extends to apply to materials allocated to any **Contract** whilst temporarily stored anywhere within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands provided **You** are responsible for them under the **Contract**.

J. Re-drawing Plans and Documents

The costs and expenses necessarily incurred in re-writing or re-drawing plans drawings or other **Contract** documents following **Damage**.

Any costs and expenses in **Excess** of £10,000.

K. Speculative Building

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

Our indemnity will cease on:

a) the date **You** sell lease or rent the **Property**; or

b) 90 days from **Practical Completion** whichever is the earlier.

Special Conditions Applicable to this Section

These conditions of cover apply only to this **Policy** section.

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Automatic Reinstatement of Sum Insured

Unless there is written notice by **Us** to the contrary in the event of **Damage** under this section **We** will automatically reinstate the **Sum Insured** provided that **You** undertake to pay the appropriate additional premium.

Basis of Claims Settlement

We may at **Our** option repair, reinstate or replace any **Property** which has suffered **Damage** or pay the amount of **Damage** in money.

We shall not be responsible for the cost of any alterations, additions, improvements or overhauls carried out on the occasion of repair.

Limit of Liability

a) **Our** liability for the repair or restoration of the **Contract Works Damage**d in part only shall not exceed the amount which would had been payable had such **Contract Works** been wholly destroyed.

b) **Our** liability for the repair or restoration of **Own Plant** or **Hired in Plant Damage**d in part only shall not exceed the amount which would had been payable had such **Own Plant** or **Hired in Plant** been wholly destroyed.

c) the maximum amount payable in respect of any one loss under this section shall not exceed the **Sum Insured** stated against each item in the **Schedule**.

Section 5 – Commercial Legal Expenses

This Full Cover Extension is only operative if shown as Insured on the Schedule

This Section is administered by ARAG plc on behalf of the **Insurer** AmTrust Europe Limited. The **Insurer**'s liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other **Insurers** proportion or in respect of any other Section of this **Policy**.

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ARAG plc is authorised and regulated by the Financial Conduct Authority.

Following an insured event the **Insurer** will pay **Costs and Expenses** including the cost of appeals (and compensation awards under insured event1.B. – Employment Compensation Awards) up to the limit of indemnity and aggregate limit specified in **Your Policy** for all claims related by time or originating cause subject to all of the following requirements being met:

a) the insured event arises in connection with the **Business** and occurs within the **Territorial Limits**;

b) the claim:

   i. always has **Reasonable Prospects of Success**;

   ii. is reported to us:

   - during the **Period of Insurance**;
   - as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.

c) unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim:

   i. to be heard by the **Small Claims Court** or an Employment Tribunal; and/or

   ii. before proceedings have been or need to be issued.

d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **Territorial Limits**.

A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

Definitions

Also refer to the **Policy** Definitions at the beginning of this **Policy**.

The following additional Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this **Policy**, the definition in this Section will apply.

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Costs and Expenses

a) reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.

b) in civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.

c) reasonable accountancy fees reasonably incurred under insured event 2 – Tax by the **Appointed Advisor** and agreed by **Us** in advance.

d) **Your Employee's** basic wages or salary under insured event 7 – Loss of Earnings in the course of their employment with **You** while attending court or tribunal at the request of the **Appointed Advisor** or whilst on jury service where **You** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

e) the professional fees and expenses of an **Appointed Advisor** selected by **Us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **You** under insured event 9 – Crisis Communication.

Employee

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

Insured

a) **You**, **Your** directors, partners, managers, officers and **Employees** of **Your Business**.

b) the estate, heirs, legal representatives or assigns of any persons mentioned in (a) in the event of such person dying.

c) a person declared to **Us**, who is contracted to perform work for **You**, who in all other respects **You** have arranged to insure on the same basis as **Your** other **Employees** and who performs work under **Your** supervision.

Insurer

AmTrust Europe Limited.

Reasonable Prospects of Success

a) other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

b) in criminal prosecution claims where the **Insured:**

i. pleads guilty, a greater than 50% chance of reducing any sentence or fine; or

ii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.

a) in all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

b) where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small Claims Court

A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the this Section of the **Policy** applies.

Territorial Limits

For insured events 4 – Legal Defence, 5 and 10 – contract and Debt Recovery the United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.

For all other **Insured** Events the United Kingdom of Great Britain and Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**, AmTrust Europe Limited.

You, Your

The **Business.**

1. Employment Disputes and Compensation Awards

What is Covered

Insured Events

A. Employment Disputes

A dispute between **You** and **Your Employee**, ex-**Employee**, or a prospective **Employee**, arising from a breach or an alleged breach of their:

a) contract of service with **You**; and/or

b) related legal rights.

A claim can be made under this Section if the **Policy** provided that all internal procedures as set out in the:

i. ACAS Code of Practice for Disciplinary and Grievance Procedures; or

ii. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

B. Employment Compensation Awards

Following a claim **We** have accepted under insured event 1.A. above – Employment, the **Insurer** will pay any:

a) basic and compensatory award awarded against **You** by a tribunal or;

b) an amount agreed by **Us** in settlement of a dispute.

Provided that compensation is:

i. agreed through mediation or conciliation or under a settlement approved by **Us** in advance

ii. or awarded by a tribunal judgment after full argument unless given by default.

C. Employment Restrictive Covenants

a) a dispute with **Your Employee** or ex-**Employee** which arises from their breach of a restrictive covenant where **You** are seeking financial remedy or damages.

Provided that the restrictive covenant:

i. is designed to protect **Your** legitimate business interests; and

ii. is evidenced in writing and signed by **Your Employee** or ex-**Employee**; and

iii. extends no further than is reasonably necessary to protect the **Business** interests; and

iv. does not contain restrictions in excess of 12 months.

b) a dispute with another party who alleges that **You** have breached their legal rights protected by a restrictive covenant.

What is not Covered

Any claim relating to:

a) the pursuit of an action by **You** other than an appeal against the decision of a court or tribunal;

b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this **Policy**, except where **You** have had equivalent cover in force up until the start of this **Policy;**

c) **Costs and Expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal;

d) a pension scheme where actions are brought by 10 or more **Employees** or ex-**Employees**.

Compensation awards and settlements relating to:

a) **Money** due to an **Employee** under a **Contract** or a statutory provision relating thereto;

b) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council;

c) civil claims or statutory rights relating to trustees of occupational pension schemes.

2. Tax Protection

What is Covered

Insured Events

a) a formally notified enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners.

b) a dispute about **Your** compliance with regulations relating to:

i. Value Added Tax; or

ii. Pay As **You** Earn; or

iii. Social Security; or

iv. National Insurance Contributions; or

v. the Construction Industry Scheme; or

vi. IR35.

following a compliance check by HM Revenue and Customs.

c) an enquiry into **Your** tax affairs, or into the personal tax affairs of **Your** directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.

Provided that:

i. all returns are completed and have been submitted within the statutory timescales permitted; and

ii. **You** keep proper records in accordance with statutory requirements; and

iii. in respect of any appealable matter **You** have requested an Internal Review from HM Revenue and Customs where available.

What is not Covered

Any claim relating to:

a) tax returns which result in HM Revenue and Customs imposing a penalty or which contain careless and/or deliberate misstatements;

b) an investigation by the Fraud Investigation Service of HM Revenue and Customs;

c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements;

d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

e) **Your** failure to register for VAT.

3. Property

What is Covered

Insured Events

A dispute relating to **Property**:

a) following an event which causes physical damage to **Your Property;**

b) following a public or private nuisance or trespass;

c) which **You** wish to recover or repossess from an **Employee** or ex-**Employee**.

What is not Covered

Any claim relating to:

a) a contract between **You** and a third party except for a claim under 3 (c);

b) goods in transit or goods lent or hired out;

c) the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or **Property** by any government, local or public authority;

d) a dispute with any party other than the party who caused the damage, nuisance or trespass;

e) a motor vehicle owned or used by, or hired or leased to an **Insured** other than damage to motor vehicles where **You** are engaged in the business of selling motor vehicles.

4. Legal Defence

What is Covered	What is not Covered
Insured Events a) a criminal investigation and/or enquiry by: i. the police; ii. a health and safety authority; or iii. other body with the power to prosecute; where it is suspected that an offence may have been committed that could lead to the **Insured** being prosecuted. b) an offence or alleged offence which leads to the **Insured** being prosecuted in a court of criminal jurisdiction. c) a motor prosecution brought against **Your** directors and/or partners that that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place.	Any claim relating to a parking offence.

5. Compliance & Regulation

What is Covered	What is not Covered
Insured Events a) receipt of a Statutory Notice that imposes terms against which **You** wish to appeal. b) notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) a civil action alleging wrongful arrest arising from an allegation of theft. d) a claim against **You** for compensation under the **Data Protection Regulations** including compensation awarded against **You** provided that **You** are registered with the Information Commissioner	Any claim relating to: a) the pursuit of an action by **You** other than an appeal; b) a routine inspection by a regulatory authority c) a Health and Safety Executive Fee for Intervention.

6. Statutory Licence Appeals

What is Covered	What is not Covered
Insured Events An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **Your** statutory licence or compulsory registration.	

7. Loss of Earnings

What is Covered	What is not Covered
Insured Events The **Insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **Appointed Advisor** or whilst on Jury Service which results in loss of earnings.	Any sum which can be recovered from the court or tribunal.

8. Employees' Extra Protection, Bodily Injury and Identity Theft

What is Covered	What is not Covered

Insured Events

At **Your** request:

a) where civil proceedings are issued against **Your Employee**:
   i. for unlawful discrimination; or
   ii. in their capacity as a trustee of a pension fund set up for the benefit of **Your Employees**;

b) where an **Insured** or a member of their family suffers physical bodily **Injury** or death as a result of a sudden event;

c) a claim arising from personal identity theft targeted at **Your** directors and/or partners.

Any claim relating to:

a) defending **You;**

b) a condition, illness or disease which develops gradually over time.

9. Crisis Communication

What is Covered	What is not Covered

Insured Events

Following an event which causes **Your Business** significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **Your Business**, **We** will

a) liaise with **You** and **Your** solicitor (whether the solicitor is an **Appointed Advisor** under this **Policy**, or acts on **Your** behalf under any other **Policy**), to draft a media statement or press release; and/or

b) prepare communication for **Your** customers/staff and/or a telephone or website script and/or or social media messaging;

c) arrange, support and represent an **Insured** at an event which media will be reporting;

d) support the **Insured** by taking phone calls/email messages and managing interaction with media outlets;

e) support and prepare the **Insured** for media interviews

f) provided that **You** have sought and followed advice from **Our** Crisis Communication helpline.

Any claim relating to:

a) matters that should be dealt with through **Your** normal complaints procedures;

b) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;

c) **Costs & Expenses** in excess of £10,000.

10. Contract and Debt Recovery

What is Covered	What is not Covered

Insured Events

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **You** or on **Your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **You** are claiming for an undisputed debt **You** have exhausted **Your** normal credit control procedures.

Any claim relating to:

a) an amount which is less than £200;

b) a dispute with a tenant or leasee where **You** are the landlord or lessor;

c) the sale or purchase of land or buildings;

d) loans, mortgages, endowments, pensions or any other financial product;

e) computer hardware, software, internet services or systems which:
   i. have been supplied by **You;** or
   ii. have been tailored to **Your** requirements.

f) a breach or alleged breach of a professional duty by an **Insured;**

g) the settlement payable under an insurance **Policy**;

h) a dispute relating to an **Employee** or ex-**Employee**

i) adjudication or arbitration.

General Conditions applicable to Section 5 Commercial Legal Expenses

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can cancel this Section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to claim back **Costs and Expenses** from the **Insured** if this happens.

A. An Insured must:

a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in **Your** favor.

b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them.

c) take reasonable steps to claim back **Costs and Expenses** and, where recovered, pay them to the **Insurer.**

d) keep **Costs and Expenses** as low as possible.

B. Freedom to choose an Appointed Advisor

a) in certain circumstances as set out in (b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.

b) if:

i. **We** agree to start proceedings or proceedings are issued against an **Insured**, or

ii. there is a conflict of interest

iii. the **Insured** may choose a qualified **Appointed Advisor** except where the **Insured's** claim is to be dealt with by the Employment Tribunal or **Small Claims Court** where **We** shall always choose the **Appointed Advisor**.

c) where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details. Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel. (**Our** panel solicitor firms are chosen with care and **We** agree special terms with them including rates which may be lower than those available from other firms.)

d) if the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.

e) in respect of pursuing a claim under insured event 10 – contract and Debt Recovery **You** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**) where legally permitted.

C. Consent

a) the **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality and cost control purposes.

b) an **Insured** must have **Your** agreement to claim under this **Policy**.

D. Settlement

a) the **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.

b) the **Insured** must not negotiate, settle the claim or agree to pay **Costs and Expenses** without **Our** written agreement.

c) if the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor** the **Insurer** reserves the right to refuse to pay further **Costs and Expenses**.

E. Barrister's Opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect **Your** right under Claims Conditions C – Arbitration.

F. Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

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

General Exclusions applicable to Section 5 Commercial Legal Expenses

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

a) **Costs and Expenses** or compensation awards incurred without **Our** consent;

b) any actual or alleged act, omission or dispute happening before, or existing at the start of the **Policy**, and which the **Insured** knew or ought reasonably to have known could lead to a claim;

c) an allegation against the **Insured** involving:

   i. malicious falsehood or defamation (except in relation to Insured event 9 – Crisis Communication);

   ii. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).

d) defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured event1.A. – Employment), or loss or damage to **Property** owned by the **Insured;**

e) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to insured event 1.C. – Employment Restrictive Covenants).

f) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;

g) franchise or agency agreements;

h) a judicial review;

i) a dispute with **Us**, the **Insurer** or the party who arranged this cover not dealt with under Claims Conditions C – Arbitration

j) the payment of fines, penalties or compensation awarded against the **Insured** (except as covered under insured event 1.B. – Employment Compensation Awards or 5.(d) or costs awarded against the **Insured** by a court of criminal jurisdiction.

General Terms and Conditions

You must comply with the following conditions to have the full protection of **Your Policy**.

Conditions may specify circumstances whereby non-compliance will mean that **You** will not receive payment for a claim. However, **You** will be covered and **We** will pay **Your** claim if **You** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Each section of the **Policy** has conditions and they must be read in conjunction with the following **Policy** conditions.

A. Alteration of Risk

You or **Your** broker must tell **Us** immediately if during the **Period of Insurance** there is any alteration in risk or to the facts which **You** disclosed when **You** took out this **Policy**, which materially affects the risk of **Injury**, loss, **Damage** or liability which would fall within the **Policy** cover. This includes but is not limited to alterations to the **Business** or **The Premises**.

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy**.

If **You** fail to tell **Us** about an alteration in risk, **We** may:

a) terminate the **Policy** back to the date when the alteration occurred, if **We** would have canceled the **Policy** had **You** told **Us** of the alteration in risk;

b) proportionately reduce the amount payable in respect of a claim; and/or

c) treat the **Policy** as if it contained such different terms (other than relating to the premium) that **We** would have applied to the **Policy** had **You** told **Us** of the alteration in risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the alteration in risk occurred.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk.

B. Cancellation of Your Insurance

To effect cancellation of **Your Policy**, **You** should contact the firm that arranged **Your** insurance with **us**.

Cancellation by You during the cooling-off Period

This insurance provides **You** with a cooling-off **Period** to decide whether **You** wish to continue with this insurance. The cooling- off **Period** is for 14 days from the date **You** receive **Your Policy** documentation.

If a **Period** of less than 14 days has elapsed since **You** received **Your Policy** documentation, and **You** have not made a claim, **You** have the right to cancel the **Policy** and receive a refund of the premium **You** have paid:

- if at the date of cancellation **Your Policy** has not yet commenced **You** will receive a full refund of the premium **You** have paid from **us**; or
- if **Your Policy** has already commenced, **You** will receive a refund of premium from **us**, equivalent to the unexpired **Period** of cover on a pro rata basis.

Cancellation by You – after the cooling-off Period

You may cancel this **Policy** by contacting the firm that arranged **Your** insurance with **us**.

If **You** have paid the full annual premium, and there have been no claims or **Incidents** likely to result in a claim in the current **Period of Insurance**, **You** will receive a refund of premium from **us** equivalent to the unexpired **Period** of cover on a pro rata basis.

Where **You** have made a claim and wish to cancel **Your Policy You** will not be entitled to a refund of premium.

If **You** are paying the annual premium by monthly instalments, no further premiums will be collected from **You** once the firm that arranged **Your** insurance with **Us** received notice of cancellation from **You,** provided there have been no claims or **Incident**s likely to result in a claim in the current **Period of Insurance**.

If **You** are cancelling the **Policy** and there has been a claim or **Incident** likely to result in a claim in the current **Period of Insurance** the full annual premium must be paid by **You**. Cancellations will not be backdated.

Cancellation by Us – during and after the cooling off Period

We, or the **Administrator** can cancel this **Policy** where there is a valid reason for doing so by giving **You** 7 days' notice in writing setting out

the reason for cancellation. This will be sent to the last address **You** notified to **Us**.

Valid reasons include but are not limited to the following:

Cancellation by Us – non-payment of premium

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this **Policy** by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. If **we** receive payment by the date set out in the letter **we** will take no further action. There will be no refund of premium if **our** cancellation is the result of **Your** failure to pay the full premium.

Cancellation by Us – where we reasonably suspect fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires **You** to take reasonable care to provide complete and accurate answers to the questions **we** ask and sets out situations where failure by a **Policy**holder to provide complete and accurate information requested by an **Insurer** allows the **Insurer** to cancel the **Policy**, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if **our** cancellation is the result of **Your** dishonesty or where **we** reasonably suspect fraud by **You**.

Where **our** investigation provides evidence of fraud or a serious non-disclosure **we** may cancel the **Policy** immediately and backdate the cancellation to the date of the fraud or when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your Policy** being cancelled from the date **You** originally took it out. **We** may also seek reimbursement of any claims monies paid by **Us** since the fraud was committed.

Cancellation by Us – for Your non-compliance with Policy terms and conditions

We, the **Administrator** or the firm that arranged **Your** insurance with **Us** can cancel this **Policy** by giving **You** 7 days' notice in writing to the last address **You** notified to **Us**. There will be no refund of premium if **our** cancellation is the result of **Your** failure to comply with the **Policy** terms and conditions e.g. **You** fail to co-operate with **Us** or provide **Us** with information or documentation **we,** the **Administrator** or **Claim Service Provider** reasonably require, and this affects **our** ability to process a claim or defend **our** interests.

Cancellation by Us – other reasons

Where cancellation is effected by **Us,** the **Administrator** or the firm that arranged **Your** insurance with **Us** any refund of premium will be calculated on a pro rata basis taking into account the original **Policy Period** and the number of days remaining to the expiry date of the **Policy**. Provided there have been no claims or **Incident**s likely to result in a claim in the current **Period of Insurance**, **we** will refund the premium relating to any unused portion of cover within the current **Period of Insurance** on a pro-rata basis.

Certificate of Employers Liability Insurance

In relation to cancellation in any of the circumstances outlined above **You** shall immediately return to **Us** any effective Certificate(s) of Employers Liability Insurance.

C. Contracts (Rights of Third Parties) Act 1999

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

D. Identification

The **Policy,** the **Schedule** and any **Endorsements** will be read as one document.

A particular word or phrase which is not defined will have its ordinary meaning.

E. Interest Clause

The interests of third parties which **You** are required to include on this **Policy** under the terms of any mortgage **Property** lease or hiring leasing or hire purchase agreement are automatically noted subject to **You** advising **Us** as soon as is reasonably practicable.

F. Number of Persons

The premium for this **Policy** is based on the total number of persons stated in the **Schedule**. It is **Your** responsibility to notify **Us** immediately if the number of persons changes.

G. Observance of Conditions

Your due observance and fulfilment of the terms and conditions of this **Policy** will be conditions precedent to **Our** liability to make any payment under this **Policy**.

H. Reasonable Precautions

You must:

a) maintain any **Premises** machinery plant and equipment in a satisfactory state of repair;

b) take all reasonable precautions to prevent:

i. **Damage** to the **Property Insured**;

ii. **Injury** to any person or **Damage** to their **Property**.

c) take immediate steps to make good or remedy any defect or danger which becomes apparent or take such additional precautions as circumstances may require;

d) exercise care in the selection and supervision of **Employees**;

e) exercise care in the selection of bona-fide sub-contractors;

f) comply with all relevant legal requirements safety regulations and manufacturers recommendations and conduct the **Business** in a lawful manner;

g) keep books with a complete record of purchase and sales;

h) prevent the sale or supply of goods which are defective in anyway;

If **You** do not comply with this condition, **We** will not pay **Your** claim.

I Terms Not Relevant to Actual Loss

If payment of a claim is conditional upon compliance with any term of this **Policy**. **We** will not pay for any claim where the term has not been complied with except where the term concerned:

a) Is operative only in connection with particular **Premises** or locations;

b) Is operative only at particular times; or

c) Is intended to reduce the risk of particular types of **Injury**, loss, **Damage** or liability;

where **We** will pay for claims in respect of which **You** can prove that non-compliance with the term could not have increased the risk of the **Injury** loss **Damage** or liability which actually occurred in the circumstances in which it occurred.

General Exclusions

The following General **Policy** Exclusions apply to all sections of the **Policy** and all Clauses Extensions and **Endorsements** unless otherwise stated.

We will not be liable for any claim in respect of:

A. this **Policy** shall be avoided if:

a) **Your** interest ceases other than by death;

b) the **Business** be wound up or carried on by a liquidator or receiver or permanently; discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

Nothing contained in this **Policy** shall give any right against **Us** to any person other than **You** except to a transferee approved by **Us**.

B. Date Recognition

Damage or Liability of whatsoever nature directly or indirectly caused by contributed to by or arising from:

a) any actual or alleged failure of any **Computer Equipment** whether or not owned by **You** or in **Your** possession to correctly recognise or to correctly process (including but not limited to capture save retain calculate compare interpret record retrieve sequence read store manipulate write to media determine distinguish convert transfer or execute):

i. any Date/Time Material;

ii. any **Data** or information as the result of the treatment of any **Date/Time Material** by such equipment or by any command or instruction which is or has been programmed or in any other manner entered into it.

b) any actual or alleged failure to provide or inadequacy of any services whether provided by **You** or by any other person or persons due to any actual or alleged failure or inability described in paragraph (a) above;

c) any advice consultation design evaluation inspection maintenance alteration repair replacement or supervision provided or done by **You** or on **Your** behalf to determine rectify or test any potential or actual problem described in paragraph (a) above.

For the purposes of this Exclusion:

a) Computer Equipment means:

i. computer hardware including microprocessors;

ii. computer application software;

iii. computer operating **Systems** or related software;

iv. computer networks;

v. microprocessors (computer chips) not part of any computer **System**;

vi. any other computerised or electronic equipment;

vii. any other equipment which directly or indirectly contains uses or relies upon in any manner of the items referred to in (vi) above.

b) **Date/Time Material** means dates times or **Data** or information or command or instruction that in any manner depends upon is contingent upon is derived from or incorporates any date or time irrespective of the manner by which it is stored recorded or entered.

C. Electrical Plant

Damage to any electrical plant or electrical appliance i.e. dynamo transformer motor or other working electrical machinery apparatus or fittings (other than in respect of **Hired in Plant** for which **You** are responsible under the terms of a hire agreement not being a leasing or hire purchase agreement) directly caused by its own over-running short-circuiting excessive pressure or self heating but should fire extend to and **Damage** any other part of the plant or appliances or other **Property Insured** hereby such **Damage** is not excluded by the **Policy**.

D. Excluded Property and Contingencies

Loss **Damage** or destruction to **Property** or liability or contingencies more specifically **Insured** by any other **Policy** or security.

E. Fines or Penalties

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

F. Fraud

If **You** or anyone acting for **You**:

a) knowingly makes a fraudulent or exaggerated claim under **Your Policy**;

b) knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or

c) knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine).

We will:

i. refuse to pay the claim;

ii. declare the **Policy** void from the date of the fraudulent act without any refund of premium; and

iii. recover any sums that **We** have already paid under the **Policy** in respect of the claim.

We may also inform the **Police** of the circumstances.

G. Indirect Loss

Any **Indirect Loss** unless specifically stated in the **Policy**.

H. Loss of Data and E Risk

a) **Damage** to **Data** arising out of but not limited to:

i. loss destruction or corruption of **Data** whether in whole or part;

ii. unauthorised appropriation use access or modification of **Data**;

iii. unauthorised transmission of **Data** to any third parties;

iv. misinterpretation use or misuse of **Data**;

v. operator error.

b) **Damage** arising directly or indirectly from:

i. the transmission or impact of any **Virus or Similar Mechanism**;

ii. **Hacking**;

iii. **Denial of Service Attack**;

iv. **Failure of a System**;

v. anything described in paragraph (a) above;

but this will not exclude in respect of Section 3 Tools and **Business** Equipment and Section 4 **Contract Works** Own and **Hired in Plant Damage** not otherwise excluded which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, strikers, locked out workers, malicious persons, theft involving physical force or violence, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal provided that such **Damage** is **Insured** by the section.

I. Northern Ireland

Damage in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of:

a) riot civil commotion and (other than in respect of **Damage** by fire and explosion) strikers locked out workers or persons taking part in labour disturbances or malicious persons;

b) **Terrorism** as defined in Exclusion M **Terrorism**.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or resulting loss or expense or **Indirect Loss** is not covered by this insurance the burden of proving such **Damage** loss expense or **Indirect Loss** is covered will be upon **You**.

J. Pollution or Contamination (Applicable to Sections 3 and 4)

Damage caused by or arising from **Pollution or Contamination** but this will not exclude **Damage** caused by:

a) **Pollution or Contamination** which itself results from fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom riot, civil commotion, strikers, locked out workers, malicious persons, theft involving physical force or violence, earthquake, storm, flood, escape of water from any tank, apparatus or pipe or impact by any road vehicle or animal;

b) Any of the contingencies in (a) above which itself results from **Pollution or Contamination**.

K. Pressure Waves

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

L. Radioactive Contamination Nuclear Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

M. Sanctions

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or legal liability of whatsoever nature directly or indirectly caused by any **Business** or activity of **Yours** which would violate any applicable trade or economic sanctions law or regulation.

N. Terrorism

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom, or any **Indirect Loss** or liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other cause or event contributing concurrently or in any other sequence of the loss:

i. **Terrorism**;

ii. any action taken in controlling preventing suppressing or in any way relating to **Terrorism** except as stated in the following Liability Provision.

For the purpose of this Exclusion and the Liability Provision **Terrorism** shall mean:

Any act or acts (including but not limited to the use or threat of force and/or violence and/or harm or **Damage** to life or to **Property**) of any person or persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put the public or any section of the public in fear.

In any action suit or other proceedings where **We** allege that by reason of this Exclusion as far as it relates to **Terrorism** any **Damage** or resulting loss or expense or **Indirect Loss** or liability is not covered by this insurance or is only covered up to a specified amount the burden of proving such **Damage** loss expense or **Indirect Loss** or liability is covered or is covered beyond the specified amount will be upon **You**.

Special Provision:

Subject otherwise to the terms Definitions Exclusions provisions and Conditions of this **Policy**:

a) **Where Section 1 Public Liability is Operative**

We will indemnify **You** under Section 1 - Public Liability against legal liability for **Compensation** and **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism**.

Provided that **Our** liability for **Compensation** will not exceed:

i. other than in respect of **Products** or **Pollution and Contamination** the amount stated as the Limit of Liability on the **Schedule** or £2,000,000 whichever is the lower in respect of any one **Event**;

ii. in respect of **Products** or **Pollution and Contamination** the amount stated as the Limit of Liability on the **Schedule** or £2,000,000 whichever is the lower for all **Events** occurring during any one **Period of Insurance**.

b) **Where Section 2 Employers Liability is Operative**

We will indemnify **You** under Section 2 - Employers Liability provided that in respect of any one **Event Our** liability in respect of **Compensation** and **Costs and Expenses** directly or indirectly caused by or attributed to by or arising out of **Terrorism** will not exceed £5,000,000.

O. War and Government Action

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting from or arising therefrom or any **Indirect Loss** or liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from regardless of any other contributory cause or event:

a) **War**;

b) **Government Action**.

For the purpose of this Exclusion **War** shall mean:

War, invasion, acts of foreign enemies, hostilities or warlike operation or operations (whether war be declared or not) civil war, mutiny, civil commotion, assuming the proportions of or amounting to an uprising military uprising insurrection, rebellion, revolution or military or usurped power.

Government Action shall mean:

Martial law confiscation, nationalisation, requisition, seizure or destruction of **Property** by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to **War**.

P. Other Actions

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

Any action taken in controlling, preventing, suppressing or in any way relating to:

- **War**; or
- **Terrorism**;

As set out in items N and O above.

Q. Water Table

Any **Damage** attributable solely to a change in the Water Table level.

R. Deliberate or criminal acts

Any loss or **Damage**:

- deliberately caused by; or
- arising from a criminal act caused by.

You or any person living with **You**.

S. Events before the cover start date

Loss, **Damage**, **Injury** or liability which occurred before the cover under this **Policy** started.

T. Virus, Disease and Pandemic

Any loss, destruction, **Damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

a) Coronaviruses;

b) Coronavirus disease (COVID-19);

c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

d) Any mutation or variation of SARS-CoV-2;

e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;

f) Any new and emerging communicable diseases;

g) Any fear or threat of a), b), c), d), e), or f) above.

This exclusion shall not apply in relation to Section 2 (Employers' Liability) or Section 5 (Commercial Legal Expenses)

Claims Conditions

Applicable to all Sections of this Policy other than Section 5 - Commercial Legal Expenses

A. Making a Claim

Where an event which could give rise to a claim under this **Policy** happens **You** will:

a) tell **Us** immediately and no later than:

i. 30 days of **Your** becoming aware of the event or occurrence; or

ii. 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances or malicious persons.

b) provide **Us** with all information and help **We** require in respect of the claim and where requested by **Us** at **Your** expense a written claim containing as much information as possible of the **Damage,** accident or **Injury** including the amount of the claim;

c) notify the police immediately of **Damage** caused by malicious persons or thieves;

d) take all reasonable steps to recover **Property** lost or otherwise minimise the claim;

e) not admit or repudiate liability nor make any offer compromise promise or payment without **Our** written consent;

f) pass to **Us** immediately unanswered all communications from third parties in relation to any event which may result in a claim under this **Policy**;

g) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document;

h) provide **Us** with such books of account or other **Business** books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim;

i) provide to **Us** (if demanded) a statutory declaration of the truth of the claims and any related matter.

If **You** do not comply with this condition, **We** will not pay **Your** claim.

B. Our Control of Claims

We will be entitled:

a) on the happening of any **Damage** to the **Property Insured** to enter take and keep possession of the building where **Damage** has happened and to take and keep possession of the **Property Insured** and to deal with the salvage in a reasonable manner without thereby incurring any liability and without diminishing **Our** right to rely on any conditions of this **Policy** and this **Policy** will be proof of leave and license for such purpose;

b) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any event **Insured** by this **Policy** and **You** will give all information and assistance required;

c) to any **Property** for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such **Property** as may be reasonably practicable, but **You** will not be entitled to abandon any **Property** to **Us**;

d) at **Our** option to either:

i. repair or replace the **Property** or any part of the **Property** for which **We** may be liable under this **Policy**;

or

ii. make payment in money to **You** in lieu of such repair or replacement.

Reinstatement effected as nearly as may be reasonably practicable will be deemed a complete indemnity under this **Policy**.

C. Arbitration

Other than under Section 1 - Public Liability and **Products** Liability and Section 2 Employers Liability:

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

An award made by the arbitrator will be a Condition Precedent to a right of legal action against **Us**.

D. Contribution

Applicable to Section 1 - Public Liability and Section 2 - Employers Liability:

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**:

a) where **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 rateable share of the loss;

b) if the other insurance is subject to a condition of average and this **Policy** is not, this **Policy** will become subject to the same condition of average;

c) 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 **Damage** as the **Sum Insured** bears to the value of the **Property**.

E. Discharge of Liability

Not applicable to Section 2 - Employers Liability:

We may pay the Limit of Indemnity or the **Sum Insured** or any lesser amount for which any claim or claims can be settled after the deduction of any sum already paid and **We** will be under no further liability in respect of such claim or claims except for costs or expenses incurred prior to the date of such payment.

F. Subrogation

Any claimant under this **Policy** will at **Our** request and expense take and permit to be taken all necessary steps for enforcing the rights against any other third party in **Your** name before or after any payment is made by **Us**.

G. Repayment of Excess

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

Applicable to Section 5 - Commercial Legal Expenses only

Where an event which could give rise to a claim under this Section of **Policy** happens **You** will:

Notify **Us** as soon as possible, and if **Your** claims concerns rent arrears, within 30 days of the rent first becoming overdue. Where legally required, **You** must have first correctly issued the necessary notices informing **Your** tenant of **Your** intention to repossess the **Property**.

Under no circumstances should **You** instruct **Your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.

You can download a claim form by visiting **www.arag.co.uk/newclaims** or **You** can request one by telephoning **Us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).

Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **You** a written acknowledgment by the end of the next working day after the claim is received.

Within five working days of receiving all the information needed to assess the availability of cover under this Section of the **Policy**, **We** will write to **You** either:

a) confirming cover under the terms of **Your Policy** and advising **You** of the next steps to progress **Your** claim; or

b) if the claim is not covered, explaining in full the reason why and advising whether **We** can assist in another way.

When a lawyer is appointed they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.