

Commercial Guard – Semploy Extra

Policy Wording

Commercial Claims 0845 122 3283 (24 hours)



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Semploy Extra Policy

This Policy and Schedule shall be read together as one contract.

The **Insured** has applied to the **Company** for this insurance by a proposal or statement of fact and declaration, which shall be the basis of and incorporated in this contract, and in consideration of which a premium has been or will be paid.

As part of this contract the **Company** will provide insurance by any Section or Extension of this Policy made operative as shown on the Schedule for each period of insurance for which payment of premium has been accepted, subject to the terms, Conditions and Exclusions shown within the Policy and Schedule.

The Policy has been signed for and on behalf of Fortis Insurance Ltd (the **Company**).

A handwritten signature in black ink, appearing to read 'Mark Cliff', with a stylized flourish at the end.

Mark Cliff
Managing Director

This Policy forms part of the contract with the **Company** and must be kept safe with all the Schedules and Endorsements.

Please read the Policy including the Schedule and Endorsements carefully to ensure it meets your requirements. If it does not, please contact your insurance agent immediately.

General Definitions

(Applicable to the whole Policy except where amended by Section definitions)

The following words or expressions shall carry the meaning shown below whenever they appear in **bold** in the Policy, Schedule, Endorsements and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take the same meaning as shown below, in the plural.

Business

The **Business** shown in the Schedule including:

- (a) the repair and maintenance of the **Premises**
- (b) the provision of fire, security and ambulance services at the **Premises**
- (c) the provision of first aid but excluding any first aid provided by any qualified medical practitioner or nurse
- (d) private work undertaken by the **Insured's Employees** (with the consent of the **Insured**) for any director, partner or senior executive of the **Insured**.

Company

Fortis Insurance Ltd.

Computer Equipment

Electronic, computer or other data processing equipment owned by the **Insured** or for which the **Insured** is legally responsible, including **Media** and peripherals used in conjunction with such equipment.

Consequential Loss

Any loss that is indirectly incurred as a result of **Damage**.

Damage

Accidental loss, destruction, damage or theft.

Defined Peril

Fire, lightning and explosion, riot, civil commotion, strikers, locked-out workers or malicious people, earthquake, subterranean fire, impact by aircraft and aerial devices or articles dropped from them, road vehicles, animals, breakage or collapse of radio and television aerials, satellite dishes and other aerial fittings or masts, falling trees and branches, storm, flood, escape of water from any tank apparatus or pipes.

Employee

Any:

- (a) person under a contract of service or apprenticeship with the **Insured**
- (b) labour master (or labour only sub-contractor) or person supplied by them or any self-employed person for labour only
- (c) person hired or borrowed by the **Insured** from another employer subject to any agreement under which the person is considered to be employed by the **Insured**
- (d) volunteer or voluntary worker
- (e) student or persons undertaking work for the **Insured** under a work experience or similar scheme whilst engaged by the **Insured** in the course of the **Business**.

Excess

The amount or amounts shown in the Policy or on the Schedule which the **Company** will deduct from each and every claim.

Insured

The person, persons or company named in the Schedule as 'The **Insured**' and includes subsidiary companies notified to and agreed as accepted by the **Company**.

Media

All forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

Property

Material property.

Territorial Limits

- (a) Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) A country which is a member of the European Union but only in respect of temporary **Business** carried out by the **Insured** and any **Employee** normally resident in the territories set out in (a) above
- (c) Elsewhere in the World in respect of temporary **Business** journeys by the **Insured** and any **Employee** normally resident in the territories set out in (a) above and not involving the performance or supervision of manual/non-manual work.

Terrorism

Any 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.

Tools

Portable power driven hand tools or other portable hand tools including mobile phones, electronic diaries, hand held survey equipment, laptop or hand held computers (including **Media** and peripherals used in conjunction with such computers) the personal property of the **Insured** or **Employees** or hired-in or leased by the **Insured** and for which they are legally responsible.

Unlawful Association

Any organisation which is engaged in **Terrorism** including any organisation which at any relevant time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or successors thereof.

Vehicle

A mechanically driven conveyance with or without attached trailers for conveying **Property** being carried.

Section 1

Liability

Section Definitions

For the purposes of Section 1, and not as otherwise shown in the General Definitions, the following words or expressions shall carry the meaning below whenever they appear in **bold** in the Policy, Schedule, Endorsements, and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take on the same meaning as shown below, but in the plural.

Injury

Bodily injury, death, illness or disease.

Legal Costs

All costs and expenses incurred with the written consent of the **Company**.

Premises

The buildings and the land inside the boundaries used or occupied by the **Insured** for the **Business** as shown in the Schedule.

Principal

Any person, firm, company, ministry or authority for whom the **Insured** is undertaking work.

Products Supplied

Any goods (including containers) sold, supplied, erected, repaired, serviced, altered, treated, installed, processed, manufactured or tested by the **Insured** in the course of the **Business**.

Solicitors' Fees

Solicitors' Fees for representation of the **Insured** at any Coroner's Inquest or Fatal Accident Inquiry or at proceedings in any Court of Summary Jurisdiction in respect of any occurrence which may be the subject of indemnity under Section 1 – Liability.

Sub-Section A – Public Liability

Cover

In the event of accidental:

- (a) **Injury**
- (b) **Damage to Property**
- (c) obstruction, trespass, nuisance, or interference with any right of way, light, air or water

occurring during the period of insurance and arising in the course of the **Business**, within the **Territorial Limits**, the **Company** will indemnify the **Insured** in respect of all sums which

the **Insured** becomes legally liable to pay as compensation and costs and expenses, in respect of **Injury**, **Damage to Property** or obstruction, trespass, nuisance or interference with any right of way, light, air or water.

The **Company** will also pay **Legal Costs** and **Solicitors' Fees**.

Limit of Indemnity

The liability of the **Company** under this Sub-Section for compensation in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the Limit of Indemnity stated in the Schedule.

Sub-Section B – Employers' Liability

(This Sub-Section and the cover described below is only operative if specified on the Schedule)

Cover

In the event of accidental **Injury** sustained by any **Employee** of the **Insured** caused during the period of insurance and arising out of and in the course of their employment by the **Insured** in the course of the **Business**, within the **Territorial Limits**, the **Company** will indemnify the **Insured** in respect of all sums which they become legally liable to pay as compensation and costs and expenses, for such **Injury**.

The **Company** will also pay **Legal Costs** and **Solicitors' Fees**.

The indemnity provided by this Sub-Section shall be interpreted as being 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 the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

Limit of Indemnity

The liability of the **Company** under this Sub-Section for compensation and costs and expenses in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of **Legal Costs** and **Solicitors' Fees**) shall not exceed the Limit of Indemnity stated in the Schedule.

Extensions

Extensions to Sub-Section A - Public Liability

(Subject to the Limit of Indemnity, Exclusions and Conditions of the operative Sub-Section and the Section)

1 Contractual Liability

The **Company** will indemnify the **Insured** in respect of liability assumed under the terms of an agreement, which would not have arisen in the absence of such agreement, subject to the conduct and control of claims being vested in the **Company**.

Provided that the **Company** shall not be liable for:

- (i) any liquidated damages, fines or penalties
- (ii) liability assumed under an agreement to arrange insurance under the terms of Clause 21.2.1 of the JCT Standard Form of Building Contract or of any other contract condition requiring insurance of a like kind
- (iii) liability relating to the performance of work outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (iv) liability for **Injury** or loss of or **Damage to Property** caused by any **Products Supplied**
- (v) for loss of or **Damage to Property** forming the subject of a contract or agreement for work therein or thereon including any costs or expenses incurred in connection therewith.

2 Leased, Hired or Rented Premises

The **Company** will indemnify the **Insured** in respect of the **Insured's** legal liability as tenant of a **Premises** leased, rented or hired in the course of the **Business** for:

- (i) **Damage** to the buildings occupied by the **Insured** including any landlord's fixtures and fittings
- (ii) reinstatement or repair of **Damage** to the underground water pipes, drains and sewers, gas pipes, electricity and telephone cables extending from the public mains to the buildings occupied by the **Insured** for the **Business** but excluding **Consequential Loss** of any kind or description.

The **Company** will not indemnify the **Insured** for:

- (i) the first £250 of **Damage**
- (ii) liability attaching to the **Insured** solely by the terms of the tenancy or any other agreement
- (iii) **Damage** that is not as a result of a **Defined Peril**
- (iv) **Damage** to temporary site buildings.

3 Consumer Protection Act 1987 – Legal Defence Costs

The **Company** will indemnify the **Insured** for all **Legal Costs** and **Solicitor's Fees** in respect of the defence of a prosecution or in connection with an appeal against conviction under the provisions of Part II of the Consumer Protection Act 1987 or successors thereof provided the alleged offence has occurred during the period of insurance in connection with the **Business**.

Provided that the **Company** shall not be liable for:

- (i) any fines or penalties
- (ii) liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

4 Data Protection Act 1998

The **Company** will indemnify the **Insured** against legal liability to pay compensation for damage or distress under the provisions of Section 13, and defence costs in respect of a prosecution under Section 60, of the Data Protection Act 1998 or successors thereof subject to the act or omission from which the legal liability arises occurring during the period of insurance and the **Insured** being registered in accordance with the requirements of the Data Protection Act 1984.

Provided that the **Company** shall not be liable for:

- (i) any fines or penalties
- (ii) liability arising from recording, processing or provision of data for reward or determining the financial status of a person or any deliberate act or omission by the **Insured** from which liability could have reasonably been expected to attach by the **Insured** or from an agreement which would not have attached in absence of such agreement
- (iii) the cost of rectifying, replacing, reinstalling or removing any data
- (iv) liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

5 Overseas Personal Liability

The **Company** will indemnify the **Insured**, and at the request of the **Insured**, any **Employee**, director or partner of the **Insured** or any family member of such aforementioned persons accompanying them against legal liability incurred in a personal capacity whilst on temporary **Business** journeys outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man during the period of insurance.

Provided that the **Company** shall not be liable:

- a) in respect of legal liability arising out of the ownership or occupation of land or buildings
- b) if the **Insured** is entitled to indemnity under any other insurance

Section 1 Liability – continued

- c) if the **Insured**, **Employee**, director or partner of the **Insured** or family member is not normally resident in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

6 Temporary Occupation of Buildings

Where buildings are temporarily occupied by the **Insured** for the purpose of carrying out work in connection with the **Business**, the **Company** will provide an indemnity against legal liability and costs and expenses in respect of **Damage** to such buildings or their contents and costs and expenses occurring during the **Insured's** occupancy provided that such buildings are not owned, leased, hired or rented by the **Insured** or any sub-contractor acting for or on behalf of the **Insured**.

7 Motor Contingent Liability

The **Company** will indemnify the **Insured** against legal liability for **Injury** or **Damage to Property** and costs and expenses arising out of the use of any motor vehicle in connection with the **Business**.

Provided the **Company** shall not be liable for:

- (i) any vehicle owned or provided by the **Insured** or any **Principal** for whom the **Insured** is working or any subcontractor acting for or on behalf of the **Insured**
- (ii) **Damage** to such vehicle or to goods conveyed in or on it
- (iii) any vehicle being driven by the **Insured** or by any person who to the knowledge of the **Insured** or of the **Insured's** representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (iv) liability if the **Insured** is entitled to indemnity under any other insurance
- (v) liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

8 Defective Premises Act 1972

The **Company** will indemnify the **Insured** in respect of any legal liability incurred by the **Insured** during the period of insurance under the terms of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 or successors thereof in connection with Premises, which have been disposed of by the **Insured**.

Provided that the **Company** shall not be liable:

- (i) for the cost of remedying any defect or alleged defect in the **Premises** disposed of
- (ii) if the **Insured** is entitled to indemnity from any other source.

9 Wrongful Arrest

The **Company** will indemnify the **Insured** in respect of all sums which the **Insured** shall become legally liable to pay in respect of compensation and costs and expenses awarded against the **Insured** as the result of charges of wrongful arrest or malicious prosecution being made against the **Insured** arising out of any allegation of shoplifting or other improper conduct at the **Premises** by any customer or customers or any other person or persons (other than an **Employee** of the **Insured**) during the period of insurance.

Provided that the liability of the **Company** shall not exceed:

- a) £2,500 in respect of any one occurrence
- b) £25,000 in respect of any one period of insurance.

10 Terrorism

The **Company** will indemnify the **Insured** in respect of all sums which they become legally liable to pay as compensation and costs and expenses, for such **Injury**, **Damage to Property** or obstruction, trespass, nuisance or interference with any right of way, light, air or water and occasioned by or happening through or in consequence directly or indirectly of **Terrorism** up to a maximum of £2,000,000, or any other amount specified in the Schedule in respect of Public Liability whichever is the lower, in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of **Legal Costs** and **Solicitors' Fees**).

Extensions to Sub-Section B – Employers' Liability

(Subject to the Limit of Indemnity, Exclusions and Conditions of the operative Sub-Section and the Section)

1 Unsatisfied Court Judgements

In the event of **Injury** to an **Employee** sustained during the period of insurance and arising out of their employment by the **Insured** in the course of the **Business** which results in a judgement for damages 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 the **Company** will at the request of the **Insured** pay to the **Employee** or their personal representatives the amount of any such damages and awarded costs to the extent that they remain unsatisfied

Provided that:

- (a) the judgement for damages 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 the **Insured** 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) the 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 the **Company**.

2 Injury to Working Partners or Proprietors

(This Extension is only operative if specified on the Schedule)

The **Company** will regard as an **Employee** any working partner or proprietor of the **Business** who suffers **Injury**.

Provided that:

- (a) such **Injury** is sustained by the working partner or proprietor whilst working in connection with the **Business** during the period of insurance and within the **Territorial Limits**
- (b) such **Injury** is caused by the negligence of another working partner, proprietor or **Employee**.

3 Terrorism

The **Company** will indemnify the **Insured** in respect of accidental **Injury** sustained by any **Employee** of the **Insured** during the period of insurance and arising out of and in the course of their employment by the **Insured** in the **Business** described in the Schedule and occasioned by or happening through or in consequence directly or indirectly of **Terrorism** up to a maximum of £5,000,000 for compensation and costs and expenses in respect of one occurrence or all occurrences of a series consequent on or attributable to one source or original cause (inclusive of **Legal Costs** and **Solicitors' Fees**) for which the **Insured** is legally liable.

Extensions to Sub-Sections A - Public Liability and B - Employers' Liability

(Subject to the Limits of Indemnity, Exclusions and Conditions of the operative Sub-Section(s) and the Section)

1 Indemnity to Principal

As far as is necessary to meet the requirements of any contract or agreement entered into by the **Insured** for the performance of work for any **Principal** the **Company** will at the request of the **Insured** treat the **Principal** as though they were also the **Insured** in respect of **Injury** or **Damage** arising out of the performance of such work by the **Insured** provided that the **Principal** shall observe, fulfil and be subject to the

terms, Conditions and Exclusions of this Policy in so far as they can apply.

2 Cross Liabilities

This section shall, if applicable, apply separately to each of the **Insured** named in the Schedule of the Policy in the same manner as if a separate section had been issued to each **Insured** provided that the aggregate of the liabilities arising from any separate application of this Section shall not exceed in total the Limit of Indemnity shown in the Schedule.

3 Health and Safety at Work Act 1974 – Legal Defence Costs

The **Company** will, at the request of the **Insured**, indemnify any director, partner or **Employee** of the **Insured** in respect of **Legal Costs** and **Solicitors' Fees** incurred in the defence of a prosecution including an appeal against any conviction resulting from a prosecution brought for a breach of:

- (i) the Health and Safety at Work Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978

or successors thereof, committed in the course of the **Business** during the period of insurance.

Provided that the **Company** shall not be liable:

- (i) for the payment of fines or penalties
- (ii) unless each director, partner or **Employee** shall be subject to the terms, Conditions and Exclusions of this Policy in so far as they can apply
- (iii) for a breach that was as a result of an intentional or deliberate act
- (iv) for any liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

4 Court Attendance

The **Company** will indemnify the **Insured** for the costs of attendance at court by the **Insured** or a director, partner or **Employee** of the **Insured** to help defend or act as a witness in connection with any claim for which the **Insured** is entitled to indemnity under this Section and with the **Company's** agreement up to a maximum of £250 per day per person.

5 Temporary Employees

The indemnity provided under this Section extends to apply in respect of temporary **Employees** (subject to Sub-Section B – Employers' Liability being shown as operative in the

Section 1 Liability – continued

Schedule). Cover under this Extension is subject to a maximum of 50 days worked in total by all temporary **Employees** in a period of insurance.

This Extension of cover does not remove the need to declare changes in manual/non-manual **Employees** as required by Condition Precedent to Liability 1 – Alteration in the Number of Manual/Non-Manual Workers of Section 1 – Liability.

6 Corporate Manslaughter and Corporate Homicide Act 2007 – Legal Defence Costs

The **Company** will indemnify the **Insured** for all **Legal Costs** and **Solicitor's Fees** in respect of the defence of a prosecution, or an appeal against any conviction resulting from a prosecution, brought for a breach of the Corporate Manslaughter and Corporate Homicide Act 2007 or successors thereof committed in the course of the **Business** during the period of insurance.

Provided that the **Company** shall not be liable:

- (i) for the payment of fines or penalties
- (ii) for a breach that was as a result of an intentional or deliberate act
- (iii) for any liability arising outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (iv) for any amount in excess of the Limit of Indemnity stated on the Schedule
- (v) if the **Insured** is entitled to indemnity under any other insurance.

Where the **Company** has already provided indemnity under Section 1 – Liability of this Policy for **Legal Costs** and **Solicitor's Fees** in respect of the same cause or occurrence the amounts already paid will be taken into account in arriving at the total liability payable under this Extension.

Exclusions

Exclusions to Sub-Section A – Public Liability

Sub-section A does not cover:

- (a) the amount of the **Excess**
- (b) liability for **Injury** sustained by any **Employee** of the **Insured**
- (c) the cost incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any **Products Supplied**
- (d) liability caused through any **Products Supplied** which are used to the knowledge of the **Insured** in connection with aircraft, hovercraft, aerial devices, watercraft,

drilling platforms or rigs, motor vehicles, railways, railway locomotives or carriages, operational areas of gas, chemical, nuclear, petrochemical or power generation plants or mines

- (e) liability arising directly or indirectly by, through or in connection with the ownership, possession or use by or on behalf of the **Insured** of any:
 - (i) mechanically propelled vehicle or mobile plant when they are being used in a manner for which insurance or security is required under any legislation governing the use of such vehicle or which is licensed for road use provided that if no indemnity is afforded by any other policy this Exclusion shall not apply to the bringing to or taking away of the load from any vehicle in connection with the loading or unloading of such vehicle
 - (ii) aircraft, hovercraft, drilling platform or rig and other offshore platforms or watercraft (other than hand propelled watercraft), railways, railway locomotives and carriages
 - (iii) pressure vessel, lifting apparatus or other item of plant owned by the **Insured** or the maintenance for which the **Insured** is responsible which has not been inspected to the extent required and approved by statutory regulations
 - (iv) firearms
- (f) liability arising out of pollution or contamination unless 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, provided that:
 - (i) all pollution or contamination arising out of one incident shall be deemed to have occurred at the time such incident takes place
 - (ii) the liability of the **Company** for all damages payable arising out of all pollution or contamination which is deemed to have occurred during any one period of insurance shall not exceed £1,000,000 in aggregate.

For the purpose of this Exclusion pollution or contamination shall be deemed to mean:

 - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
 - (b) all **Damage** or **Injury** directly or indirectly caused by such pollution or contamination
- (g) the cost of making good, replacement or reinstatement of defective work carried out by or on behalf of the **Insured**
- (h) liability arising:
 - (i) through the defective design, plan, formula or specification of **Products Supplied** given for a fee or for which a fee would normally be charged
 - (ii) out of technical, professional or remedial instruction or advice given for a fee or for which a fee would normally be charged
 - (iii) out of treatment given or administered, except for

any treatments that have been specifically noted on the Schedule, by the **Insured** or **Employees**, or any failure to give advice or treatment or any lack of professional skill

- (i) **Damage** to:
 - (i) **Property** belonging to the **Insured**
 - (ii) **Property** held in trust or in the custody or control of the **Insured** or of an **Employee** but this Exclusion shall not apply to any personal **Property** (including motor vehicles) of directors, **Employees** or visitors of the **Insured**
- (j) claims made in any country outside the European Union
- (k) liability arising in respect of **Products Supplied** knowingly supplied directly or indirectly to the United States of America or Canada
- (l) liability for **Property** being worked upon where the **Damage** is as a direct result of the work undertaken
- (m) liquidated damages, fines, penalties, exemplary, punitive or multiplied damages
- (n) liability which attaches because of an agreement but which would not have arisen in the absence of such agreement except as otherwise insured under Extension 1 – Contractual Liability.

Exclusions to Sub-Section B – Employers' Liability

Sub-Section B does not cover:

Liability arising out of the ownership, possession or use of any mechanically propelled vehicle (or machinery or plant) in circumstances where any legislation requires that there shall be in force a policy of insurance or other security.

Exclusions to Sub-Sections A - Public Liability and B – Employers' Liability

Sub-Sections A and B do not cover:

- (a) the **Insured** in respect of any claim arising from or in connection with any work in or on:
 - (i) towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels
 - (ii) aircraft, airports, railways, ships and other watercraft exceeding 20 metres in hull length, docks, piers, wharves, breakwaters or sea walls
 - (iii) collieries, mines, chemical works, gas works, oil refineries, power stations, nuclear installations or establishments
 - (iv) offshore installations or any support vessel for any offshore installation or whilst in transit to and from any offshore installation or support vessel
 - (v) bulk oil, petrol, gas or chemical storage tanks or chambers
 - (vi) mainframe computer or server suites
- (b) any liability arising from or in connection with or involving the use of cradles, hoists and tower cranes
- (c) any liability of whatsoever nature arising out of mining,

processing, manufacturing, removing, disposing of, distributing or storing of asbestos or products made entirely or mainly of asbestos.

This Exclusion shall not apply if in respect of such removal or disposal of asbestos or products made entirely or mainly of asbestos:

- (i) such activity does not form part of the **Insured's** usual **Business** or contract and
- (ii) the discovery of asbestos by the **Insured** is unintentional and accidental and that upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and
- (iii) an HSE licenced asbestos removal contractor is employed as soon as practicable to make safe the area in which the discovery is made and who has Public and Employers' Liability insurance in force for limits no less than those stated on the **Insured's** own such policies and that such work is not excluded by the contractor's own Public and Employers' Liability policies.

Conditions Precedent to Section 1

Condition Precedent to Sub-Section A -Public Liability

1 Bona-Fide sub-contractors

It is a condition precedent to liability that:

- a) where work is undertaken for or on behalf of the **Insured** by any Bona-Fide sub-contractor, the **Insured** must prior to their appointment ensure that each Bona-Fide sub-contractor holds current Public Liability insurance appropriate to the work carried out and with a Limit of Indemnity which is not less than the limit under Sub-Section A – Public Liability of Section 1 of this Policy
- b) in the event of an occurrence giving rise to a claim in relation to work carried out by any Bona-Fide sub-contractor the **Insured** shall provide documentary evidence of the Public Liability insurance held by such Bona-Fide sub-contractors at the time of their appointment to carry out the work
- c) payments to Bona-Fide sub-contractors shall not exceed 25% of the **Insured's** annual turnover.

For the purposes of this Condition, Bona-Fide sub-contractors are deemed to be contractors who work without direction from the **Insured**, hold their own liability insurances and provide their own contract materials, plant, equipment and tools.

Section 1 Liability – continued

Condition Precedent to Section 1, Sub-Section A -Public Liability and B – Employers' Liability

1 Alteration in the Number of Manual/Non-Manual Workers

It is a condition precedent to liability that the **Company** must be advised in writing within 30 days if the number of manual/non-manual workers exceeds the number specified in the Schedule and any additional premium paid.

Conditions

- 1 The **Company** may at any time pay to the **Insured** in connection with any claim or series of claims:
 - (a) the amount of the Limit of Indemnity or
 - (b) any lesser amount for which such claim or claims can be settled
 in either case less any sum or sums already paid as compensation, costs and expenses, **Legal Costs** and **Solicitors' Fees** recoverable prior to the date of such payment.

On payment, the **Company** shall relinquish the conduct and control of, and be under no further liability in connection with such claim or claims except for the payment of costs and expenses incurred prior to the date of such payment. Where the **Company** has not exercised its rights under this Condition, and compensation exceeding the Limit of Indemnity has to be paid, the liability of the **Company** to pay costs and expenses shall be limited to such proportion of the costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim or series of claims.

- 2 If any claim under this Section is also covered in whole or in part by any other existing insurance or by an indemnity from any other source, the liability of the **Company** shall be limited to any excess beyond the amount which would have been payable under such other insurance or from such other source had this Section not been effected.

Warranties

Where the application of heat as part of the **Business** is not excluded by Endorsement on the Schedule the following warranty shall apply.

- 1 The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with the use of blow torches, blow lamps, electric, oxy-acetylene or similar welding or cutting equipment, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters, grinding wheels or cutting discs elsewhere than on the **Insured's** own **Premises** unless the following precautions are complied with on every occasion.

(a) Before starting work:

- (i) all the **Insured's Employees** on each site shall be made aware of the location of the site's fire alarms and fire fighting equipment
- (ii) the **Insured** or an **Employee** of the **Insured** shall so far as is practicable examine all **Property** in the vicinity including the area on the other side of any wall or partition to ensure that no combustible material is in danger of ignition either directly or by conducted heat
- (iii) the area shall be cleared of all movable combustible materials to a distance no less than:
 - (a) 10 metres from the point of use of electric, oxy-acetylene or similar welding or cutting equipment, grinding wheels or cutting discs
 - (b) 1 metre from the point of use of blow torches, blow lamps, hot compressed air blowers, hot air guns, hot air strippers, asphalt, bitumen, tar or pitch heaters.

Combustible materials within the areas specified above which cannot be moved must be covered and fully protected by overlapping sheets or screens of non-combustible material.

(b) During the progress of work:

- (i) the work will be carried out only by or under the supervision of trained personnel
- (ii) suitable fire extinguishing appliances will be kept available for immediate use at the scene of operations
- (iii) the lighting of all equipment shall be carried out strictly in accordance with the manufacturer's instructions and no piece of lighted equipment shall be left unattended
- (iv) gas cylinders not required for immediate use shall be kept outside the building in which the work is taking place and in any event shall be removed beyond the area specified in paragraph a (iii) above.

(c) After ceasing work the Insured or Employee of the Insured shall undertake a thorough examination of:

- (i) the immediate vicinity of the work i.e. within the distances specified in paragraph a (iii) above
- (ii) in so far as is practicable, the area on the other side of any wall or partition to ensure that there is no risk of fire.

(d) The following additional condition shall apply when electric, oxy-acetylene or similar welding or cutting equipment, grinding wheels or cutting discs are used:

- (i) the **Insured** shall arrange for a competent person to act as a firewatcher during the progress of work and to remain in attendance at all times until the work ceases and all lighted flame equipment is extinguished.

- 2 The **Company** shall not indemnify the **Insured** in respect of the use of tar, bitumen or asphalt heaters unless they are only used in the open and are continuously attended whilst in use.
- 3 The **Company** shall not indemnify the **Insured** in respect of any claim arising from or in connection with:
- (i) the use of electric soldering or carpet, seaming or aspirated irons if left unattended whilst hot or lit or switched on
 - (ii) any carpet, seaming or aspirated irons unless thermostatically controlled.

Section 2

Tools and Stock in Transit

(This Section and the cover described below is only operative if specified on the Schedule)

Section Definitions

For the purposes of Section 2, and not as otherwise shown in the General Definitions, the following words or expressions shall carry the meaning below whenever they appear in **bold** in the Policy, Schedule, Endorsements, and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take on the same meaning as shown below, but in the plural.

Stock

Stock in trade, raw materials, work in progress and finished goods, the property of the **Insured** or for which the **Insured** is legally responsible.

Territorial Limits

For the purposes of this Section only the **Territorial Limits** are redefined as:

- (a) anywhere within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- (b) anywhere within a country which is a member of the European Union where work is being undertaken in connection with the **Insured's Business** by the **Insured** or **Employees** of the **Insured** normally resident in the territories set out in (a) above.

Cover

Tools

Damage to **Tools** arising during the period of insurance and within the **Territorial Limits**.

Reinstatement

The basis of settlement of any claim under **Tools** shall be the full cost of replacement as new which requires the carrying out of the following work:

- (a) where a **Tools** item is destroyed or lost, its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new
- (b) where a **Tools** item is damaged, the repair of the **Damage** and the restoration of the damaged portion of the **Tool** to a condition substantially the same but not better or more extensive than its condition when new.

Stock in Transit

Damage to **Stock** arising during the period of insurance whilst in or on or being loaded onto or unloaded from any **Vehicle** within the **Territorial Limits**.

Basis of Settlement

The **Company** will indemnify the **Insured** by payment for the value of the **Stock** at the time of the **Damage** or at the option of the **Company** by replacement of such **Stock**.

Limit per Person

In the event of **Damage** to **Tools** or **Stock** in accordance with the cover shown above, the liability of the **Company** for such **Damage** shall not exceed the limit per person shown in the Schedule in total for **Tools** and **Stock**.

Exclusions

Exclusions to Section 2 – Tools and Stock in Transit

(These apply in addition to the General Exclusions of the Policy)

The **Company** shall not be liable in respect of:

- (a) the amount of the **Excess**
- (b) theft or attempted theft:
 - (i) from a **Vehicle** that does not involve entry to or exit from the **Vehicle** by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passenger of the **Vehicle**
 - (ii) from a **Vehicle** unless the **Vehicle** is contained in a locked and secure building or locked and guarded security compound between 21:00hrs and 06:00hrs
 - (iii) from an open or soft-topped **Vehicle**
 - (iv) resulting from the dishonesty of any person to whom goods have been entrusted
 - (v) by an **Employee** of the **Insured**
 - (vi) of **Property** whilst left unattended unless contained in:
 - (a) a locked and secure building or
 - (b) a motor **Vehicle**, which is closed and locked at all points of access, with all keys removed and all security alarms fitted to the **Vehicle** set and operational
- (c) **Damage**:
 - (i) or waste due to a leakage, shortage in weight or spilling unless arising from fire, theft or accident to the conveying **Vehicle**
 - (ii) to or from explosives, radioactive substances and other substances with a similar hazard, and other dangerous goods
 - (iii) to any property caused by its own explosion, mechanical or electrical breakdown, failure, breakage or derangement
 - (iv) to vehicles licensed for road use (including their accessories), caravans, trailers, railway locomotives, rolling stock, watercraft, aircraft or fork lift trucks
 - (v) caused by or consisting of wear, tear, rust or other gradual deterioration
 - (vi) which is not identifiable with a specific event
 - (vii) to **Property** more specifically insured

- (d) delay, loss of market, strikes or other reduction in value or **Consequential Loss** of any kind
- (e) confiscation, destruction, requisition or detention by order of any Government or public authority
- (f) claims arising out of any transits undertaken by the **Insured** for hire and reward
- (g) cameras, facsimile machines, **Computer Equipment** (unless included within the definition of **Tools**), animals, furs, suede or leather clothing (other than footwear), jewellery, antiques, curios, pictures and other works of art, stamp collections, coin collections, gold or silver articles, firearms, ammunition, explosives and fireworks, money, promissory notes, securities, bonds, deeds, bills of exchange, and precious stones
- (h) denting, bruising, or scratching of furniture or household appliances, or **Damage** to articles of a brittle or fragile nature unless caused by fire, theft, or collision or overturning of the conveying **Vehicle**
- (i) **Damage** to any **Tools** that are hired out by the **Insured** to others
- (j) **Damage** to any constructional plant and equipment
- (k) costs incurred by the **Insured** in recreating or reinstating on to **Media** data lost or damaged in consequence of **Damage**
- (l) any amount exceeding £1,000 for any one item.

Section 3

Contractors All Risks

(This Section and the covers described below are only operative if specified on the Schedule)

Section Definitions

For the purposes of Section 3, and not as otherwise shown in the General Definitions, the following words or expressions shall carry the meaning below whenever they appear in bold in the Policy, Schedule, Endorsements, and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take on the same meaning as shown below, but in the plural.

Contract

Any contract or agreement entered into by the **Insured** for the purpose of carrying out work in connection with the **Business** where the **Estimated Contract Price** does not exceed the amount stated in the Schedule under Maximum Value any one **Contract**.

Estimated Contract Price

The sum agreed between the **Insured** and his **Principal** or employer as payment for completion of the **Contract Works**, or where there is no **Principal** or employer, the value of the **Contract Works** to be completed at a single **Contract** site.

Existing Structures

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

Maintenance Period

The period specified in the **Contract** during which the **Insured** is responsible for rectifying defects arising from the **Contract Works**.

Practical Completion

Works which are:

- (a) completed or
- (b) complete except for the prospective purchaser's or tenant's choice of decorations or fixtures and fittings.

Property

Material property.

Property Insured

1 Contract Works

The permanent and temporary works carried out or to be carried out under any **Contract** together with the materials for use in connection therewith whilst on the site of the **Contract** or in transit by road, rail or inland waterway within the **Territorial Limits**, to the extent that the **Insured** is responsible under the **Contract**.

2 Own Plant and Equipment

Constructional plant and equipment (excluding **Tools** or **Hired-in Plant and Equipment**) for use in connection with the **Contract** whilst on the site of the **Contract** or in transit by road, rail or inland waterway within the **Territorial Limits**, to the extent that the **Insured** is responsible under the **Contract**. **Own Plant and Equipment** shall be deemed to include plant and equipment that is the subject of a leasing or hire purchase agreement.

3 Hired-in Plant and Equipment

Constructional plant and equipment hired-in by the **Insured** (excluding **Tools** or **Own Plant and Equipment**) for use in connection with the **Contract** whilst on the site of the **Contract** or in transit by road, rail or inland waterway within the **Territorial Limits**, to the extent that the **Insured** is responsible under the hire agreement.

Territorial Limits

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

Cover

The **Company** will indemnify the **Insured** by payment or at the option of the **Company** by reinstatement, replacement or repair for **Damage** to the **Property** Insured arising during the period of insurance and within the **Territorial Limits** from any cause whatsoever which is not specified in the Exclusions.

Limit of Indemnity

The liability of the **Company** under this Section in respect of Item 1 of **Property Insured** shall not exceed the **Estimated Contract Price** or the Maximum Value any one **Contract** shown on the Schedule whichever is the less. The liability of the **Company** under this Section in respect of Items 2 and 3 of **Property Insured** shall not exceed the Maximum Payable any one Claim as shown on the Schedule.

Extensions

Extensions to Section 3

(Subject, unless otherwise stated, to the Limits of Indemnity, Exclusions and Conditions of the operative Section)

1 Automatic Reinstatement

In the absence of written notice by the **Insured** or the **Company** to the contrary, upon notification of a claim to the **Company**, the sums insured shall be deemed to be reinstated to their full amount provided that:

- (a) where the extent of the insured loss exceeds £5,000 the **Insured** shall pay the appropriate additional premium from the date of the loss to the expiry of the period of insurance, once the full extent of the loss is known
- (b) the aggregate of the amounts reinstated shall not exceed the Maximum Value any one **Contract** or Maximum Payable any one Claim shown on the Schedule in respect of **Property Insured**.

2 Professional Fees

The **Company** will indemnify the **Insured** in respect of professional fees necessarily incurred in the reinstatement, replacement or repair of **Property Insured** as a consequence of **Damage** for which indemnity is provided by this Section but not for the costs of preparing any claim. The amount payable for professional fees shall not exceed those authorised under the current scale of the appropriate professional body.

3 Debris Removal

The **Company** will indemnify the **Insured** in respect of the costs necessarily incurred by the **Insured** in respect of:

- (a) removal of debris
- (b) dismantling
- (c) demolition
- (d) shoring up or propping
- (e) cleaning and repairing of drains and service mains on the **Contract** site resulting from any **Damage** to the portion or portions of the **Property Insured** for which indemnity is provided by this Policy but excluding:
 - (i) costs incurred in removing debris except from the site of such **Damage** and the area immediately adjacent to such site
 - (ii) costs arising from pollution or contamination.

4 Public Authorities

The **Company** will indemnify the **Insured** in respect of the additional costs of:

- (a) reinstatement of the **Property Insured** as may be

- incurred in complying with Building Regulations or local authority or other statutory requirements imposed on the **Insured** as a result of **Damage** thereto
- (b) upgrading any undamaged parts of the **Property Insured** for an amount not exceeding 15% of the amount that would have been payable if the **Property Insured** had been totally destroyed incurred solely by reason of the necessity to comply with any statutory requirements or regulations or public authority byelaw excluding:
 - (i) any such cost resulting from a notice served on the **Insured** prior to the date of the **Damage**
 - (ii) the amount of any rate, tax, duty, development or other charge arising out of capital appreciation which may be payable in respect of the **Property Insured**.

The work of reinstatement must be completed within 12 months of the date of the **Damage** or such further period as the **Company** may in writing allow.

The liability of the **Company** for **Damage** to any item of **Property Insured** including such costs and expenses shall not exceed the Maximum Value any one **Contract** or Maximum Payable any one Claim shown on the Schedule in respect of **Property Insured**.

5 Indemnity to Principal

As far as is necessary to meet the requirements of any **Contract** or agreement entered into by the **Insured** for the performance of work for any **Principal** or employer, the **Company** will at the request of the **Insured** treat the **Principal** or employer as though they were also the **Insured** in respect of **Damage** arising out of the performance of such work by the **Insured** provided that the **Principal** or employer shall observe, fulfil and be subject to the terms, Conditions and Exclusions of this Policy in so far as they can apply.

6 Re-Drawing Plans and Documents

The **Company** will indemnify the **Insured** in respect of the costs necessarily incurred by the **Insured** in the re-writing or re-drawing of plans and documents for use in connection with the **Contract** as a result of **Damage** whilst on the site of the **Contract** or in transit by road, rail or inland waterway within the **Territorial Limits**.

The liability of the **Company** is limited to their value as stationery together with the cost of clerical labour expended in their reproduction.

The liability of the **Company** under this Extension shall not exceed £25,000 in respect of any one loss.

Section 3 Contractors All Risks – continued

7 Expedition Expenses (applicable to Item 1 of Property Insured only)

The **Company** will indemnify the **Insured** in respect of the reasonable extra costs necessarily incurred to expedite reinstatement or replacement or repair of **Damage** to Item 1 of **Property Insured** for which indemnity is being provided by this Section. The costs shall, subject to the consent of the **Company**, include the additional costs of overtime, weekend and shift working, constructional plant hire charges and express delivery.

The liability of the **Company** under this Extension shall not exceed £25,000 in respect of any one loss.

8 Free Issue Materials (applicable to Item 1 of Property Insured only)

Item 1 of **Property Insured** for which the **Insured** is responsible shall include all materials supplied free of charge for incorporation in contracts insured by this Section provided that the value of such materials is included within the amount shown in the Schedule in respect of the Maximum Value any one **Contract**.

9 Off Site Storage (applicable to Item 1 of Property Insured only)

The **Company** will indemnify the **Insured** in respect of **Damage** to site materials for use in connection with the **Contract** whilst temporarily stored away from the site of the **Contract**, within the **Territorial Limits**, but only to the extent that the **Insured** is responsible under the **Contract**.

The **Company's** liability under this Extension shall be limited to 15% of the Maximum Value any one **Contract** shown on the Schedule in respect of Item 1 of the **Property Insured** or £25,000 whichever is the less at any one location.

10 Speculative Building (applicable to Item 1 of Property Insured only)

The **Company** will indemnify the **Insured** in respect of **Damage** to any private dwelling being built or erected by the **Insured** other than any private dwelling built or erected by the **Insured** under any **Contract** for a **Principal** or employer.

The indemnity provided by this Extension shall cease to apply from:

- (a) the date that such private dwelling property is sold, leased or let by the **Insured**
- (a) 90 days after **Practical Completion** whichever is the earlier.

The **Company's** liability under this Extension shall be limited to the amount shown in the Schedule as the Maximum Value any one **Contract** by Item 1 of the **Property Insured**.

11 Contract Price Increase (applicable to Item 1 of Property Insured only)

If the final price of the **Contract** exceeds the Maximum Value any one **Contract** shown in the Schedule, then this value shall be increased to an amount equivalent to the final price of the **Contract** provided that the liability of the **Company** in respect of such increase shall not exceed 20% of the Maximum Value any one **Contract**.

12 Continuing Hire Charges (applicable to Item 3 of Property Insured only)

The **Company** will indemnify the **Insured** in respect of any legal liability to pay continuing hire charges for which the **Insured** is responsible under the terms of a hire agreement as a result of **Damage** to Item 3 of **Property Insured** for the duration of the period in which such plant and equipment cannot be used due to such **Damage**.

The indemnity will not apply in respect of:

- (a) **Damage** that does not result in an admitted claim under this Section
- (b) continuing hire charges in respect of the first 48 hours following such **Damage**
- (c) continuing hire charges in respect of any period in excess of 90 days after the date of such **Damage**.

The liability of the **Company** under this Extension shall not exceed £5,000 in respect of any one item and £25,000 in respect of any one hire agreement.

13 Immobilised Plant (applicable to Items 2 and 3 of Property Insured only)

The **Company** will indemnify the **Insured** in respect of any costs necessarily incurred by the **Insured** in the recovery or withdrawal of own or hired-in constructional plant and equipment which is unintentionally immobilised whilst being used in connection with the **Contract** provided that such recovery or withdrawal is not necessitated solely by reason of mechanical or electrical breakdown or derangement.

14 Negligent Breakdown (applicable to Item 3 of Property Insured only)

The **Company** will indemnify the **Insured** in respect of **Damage** to **Hired-in Plant and Equipment** hired-in by the **Insured** for use in connection with the **Contract** arising from any breakdown due to the negligence, misuse or misdirection of the property on the part of the **Insured** or **Employees**.

Provided that:

- (i) in respect of each occurrence the **Insured** shall be responsible for the first £250 of any **Damage**
- (ii) the liability of the **Company** under this Extension shall not exceed £5,000 in respect of any one item and £25,000 in respect of any one loss
- (iii) the **Insured** is responsible for such **Hired-in Plant and Equipment** under the terms of a hire agreement not being a leasing or hire purchase agreement.

15 Maintenance Period

Notwithstanding exclusion (q) the **Company** will indemnify the **Insured** in respect of **Damage**

- (i) to the permanent works or part thereof occurring during any **Maintenance Period** not exceeding 12 months duration but only in respect of **Damage** arising from a cause occurring prior to the commencement of the **Maintenance Period** and for which the **Insured** is legally liable under the **Contract**
- (ii) to the permanent works or part thereof caused by the **Insured** in the course of complying with the terms of the **Contract** in respect of rectifying defects during such **Maintenance Period**.

Exclusions

(These apply in addition to the General Exclusions of the Policy)

The **Company** shall not be liable in respect of:

- (a) the amount of the **Excess**
- (b) **Damage** for which the **Insured** is relieved of responsibility under any contractual agreement
- (c) **Damage** to money, promissory notes, securities, bonds, deeds, bills of exchange, jewellery, stamp collections, coin collections, gold or silver articles and precious stones
- (d) **Damage** to watercraft, aircraft or hovercraft and any property therein or thereon
- (e) any mechanically propelled **Vehicle** or mobile plant when:
 - (i) they are being used in a manner for which insurance is required under any legislation governing the use of such **Vehicle** or mobile plant or
 - (ii) which is licensed for road use (except where such **Vehicle** or mobile plant is not otherwise insured) and is at the time of the **Damage** being used at the site of the **Contract** as a tool of trade or is being carried to or from such site
- (f) **Damage** to rubber tyres unless the **Vehicle** is damaged at the same time
- (g) **Damage** by theft or attempted theft by the **Insured** or **Employees** of the **Insured**
- (h) **Damage** caused by or consisting of wear, tear, rust or other gradual deterioration

- (i) **Damage to Own Plant and Equipment** or **Hired-in Plant and Equipment** whilst away from any site of the **Contract** unless it is:
 - (a) contained in a locked and secure building
 - (b) in transit but excluding:
 - (i) theft or attempted theft from an unattended **Vehicle** unless the **Vehicle** is closed and locked at all points of access, with all keys removed from the **Vehicle** and any security alarms and immobiliser fitted to the **Vehicle** set and operational
 - (ii) theft or attempted theft from an unattended **Vehicle** between 21:00hrs and 6:00hrs unless the **Vehicle** is contained in a locked and secure building or locked and guarded security compound
- (j) **Damage to Own Plant and Equipment** or **Hired-in Plant and Equipment** as a result of theft or attempted theft whilst left unattended unless:
 - (a) it is locked at all points of access, with all ignition or other keys removed and all security alarms or immobilisers fitted to such plant being set and operational
 - (b) it is contained within a locked and secure building or locked and guarded security compound
- (k) liquidated damages, fines or penalties under contract in respect of delay, non-completion, non-compliance with contract conditions or **Consequential Loss** of any kind
- (l) disappearance, unexplained or inventory shortage
- (m) the cost of repair, replacement or reinstatement of any part of the **Contract Works** which is defective in design, plan, specification, materials or workmanship. This Exclusion shall not apply in respect of the remainder of the **Contract Works** which is free of such defect but is unintentionally damaged as a consequence of such defect
- (n) the cost of normal upkeep or normal making good
- (o) **Damage** to any item of **Own Plant and Equipment** or **Hired-in Plant and Equipment** caused by or arising from mechanical or electrical breakdown or derangement (except as otherwise insured under Extension 14)
- (p) **Damage** caused by or arising from the wilful act or neglect of the **Insured**
- (q) **Damage** to the **Contract Works** or any part of them for which a Certificate of Practical Completion has been issued or which have been taken into use or handed over to the employer or purchaser or occurring after the **Contract Works** have been completed pending sale other than to the extent stated in respect of the:
 - (i) **Maintenance Period**
 - (ii) Extension 10 – Speculative Building
 - (iii) period of 14 days immediately following the issue of a Certificate of Practical Completion during which the **Insured** shall under the conditions of the contract remain responsible for such permanent works or part thereof
- (r) **Damage to Existing Structures**

Section 3 Contractors All Risks – continued

- (s) **Damage** to tower cranes
- (t) pollution or contamination of or on sites
- (u) constructional work undertaken by the **Insured** in the course of any **Contract** which involves:
 - (i) demolition unless such work forms part of a contract for erection, reconstruction, alteration or repair by the **Insured** and does not involve demolition of buildings exceeding 15 metres in height from ground level
 - (ii) work in or on towers, steeples, chimney shafts, blast furnaces, dams, canals, viaducts, bridges or tunnels, aircraft, airports, railways, ships and other watercraft exceeding 20 metres in hull length, docks, piers, wharfs, breakwaters or sea walls, collieries, mines, chemical works, gas works, oil refineries, power stations, nuclear installations or establishments, bulk oil, petrol, gas or chemical storage tanks or chambers, offshore installations or any support vessel for any offshore installation
 - (iii) underpinning unless such work forms part of any **Contract** for erection, reconstruction, alteration or repair by the **Insured**
 - (iv) pile driving or the use of explosives
 - (v) the handling, storage or transit of any hazardous substances such as gases, radioactive substances, toxic chemicals and asbestos
- (v) **Damage** to **Computer Equipment** including **Media** used in conjunction with such equipment
- (w) **Damage** to **Property** more specifically insured
- (x) **Damage** to temporary site buildings
- (y) **Damage** which is not identifiable with a specific event.

3 Plant Inspection

The **Insured** shall ensure that all constructional plant and equipment used in connection with any **Contract** and requiring inspection under any statute or order is so inspected.

Conditions Precedent to Liability

(These apply in addition to the General Conditions of the Policy)

1 Cessation of Work

If from any cause work ceases on the site of the **Contract** for a continuous period in excess of 90 days immediate notice in writing must be given to the **Company** with the details of the work completed and outstanding and the **Company** on receipt of such notice may at its discretion agree continuation of this insurance at special terms to be agreed.

2 Property Insured

The **Property Insured** must be property belonging to the **Insured** or for which they are legally responsible.

Section 4

Legal Expenses

Fortis Insurance Limited have arranged Commercial Legal Protection through DAS and where stated in the Schedule as operative the following cover applies for Legal Expenses.

Definitions

For the purposes of Section 4, and not as otherwise shown in the General Definitions, the following words or expressions shall carry the meaning below whenever they appear in **bold** in the Policy, Schedule, Endorsements and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take on the same meaning as shown below, but in the plural.

Aspect Enquiry

An examination by H M Revenue and Customs which considers one or more specific aspects of the **Policyholder's** self assessment and/or corporation tax return.

Costs and Expenses

Accountants Costs

A reasonable amount in respect of all costs reasonable incurred by the **Representative**.

Attendance Expenses

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any arbitration, court or tribunal hearing at the request of the **Representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **Insured Person's** employer will not pay for.

The amount **We** will pay is based on the following:

- (a) the time the **Insured Person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours
- (b) if the **Insured Person** works full time, the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
- (c) if the **Insured Person** works part-time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

Legal Costs

All reasonable and necessary costs chargeable by the **Representative** on a standard basis. Also the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with **Our** consent.

Date of Occurrence

- 1 For civil cases (other than under Cover 4 of Sub-Section A – Tax Protection) the **Date of Occurrence** is when the cause of action first accrued.
- 2 For Criminal cases, the **Date of Occurrence** is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.
- 3 For **Full Enquiries** or **Aspect Enquiries** the **Date of Occurrence** is when H M Revenue and Customs first notifies in writing the intention to make enquiries.
- 4 For **Tax Intervention Enquiries**, the **Date of Occurrence** is when H M Revenue and Customs first contacts the **Policyholder** in relation to commencing an intervention enquiry into their business accounts.
- 5 For Employers Compliance and Value Added Tax disputes, the **Date of Occurrence** is when the relevant authority sends an assessment or written decision to the **Policyholder**.

Employee

Employee means any person under a contract of employment with the **Policyholder**.

Full Enquiry

An extensive examination by H M Revenue and Customs which considers all aspect of the **Policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **Policyholder's** self assessment and/or corporation tax return.

Insured Person

For the purposes of Sub-Sections A, B and C the **Policyholder** and the directors, partners, managers and **Employees** of the **Policyholder**.

Limit of Indemnity

The sum shown in the Schedule which is the most that **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause.

Period of Insurance

The period for which **We** have agreed to cover the **Insured Person** and for which the premium has been paid.

Policyholder

As shown as **Insured** in the Policy Schedule.

Section 4 Legal Expenses – continued

Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **Insured Person** in accordance with the terms of this Section.

Tax Intervention Enquiries

An examination by H M Revenue and Customs to measure the level of compliance in the **Policyholder's** financial accounting records to highlight areas where errors have or may occur.

Territorial Limit

For Cover 2 of Sub-Section A Legal Defence (excluding 2(4)) and Cover 3(b) of Sub-Section A Bodily Injury: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents:

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

We, Us, Our

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

Cover

We agree to provide the insurance in this Section in accordance with the operative covers shown in the Schedule as long as:

- (a) the **Date of Occurrence** of the insured incident happens during the **Period of Insurance** and within the **Territorial Limit** and
- (b) any legal proceedings will be dealt with by a court or other body which **We** agree to, in the **Territorial Limit** and
- (c) in civil claims it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which **We** have agreed to) or make a successful defence.

For all insured incidents, **We** will help in appealing or defending an appeal as long as the **Insured Person** tells **Us** within the time limits allowed that they want **Us** to appeal. Before **We** pay any **Costs and Expenses** for appeals, **We** must agree that it is always more likely than not that the appeal will be successful. If a Representative is used, **We** will pay the **Costs and Expenses** incurred for this.

We will pay Compensation Awards that **We** have agreed to.

The most **We** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the **Limit of Indemnity** in the Schedule.

Sub-Section A – Legal Expenses

(This Sub-Section is only operative if specified on the Schedule)

1 Employment Disputes and Compensation Awards

(a) Employment Disputes

We will defend the **Policyholder's** legal rights:

- 1 prior to the issue of legal proceedings in a court or tribunal following the dismissal of an **Employee** or
- 2 in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme or
- 3 in legal proceedings in respect of any dispute with
 - (a) an **Employee** or ex-**Employee** or a trade union acting on behalf of an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with the **Policyholder** or
 - (b) an **Employee**, prospective **Employee** or ex-**Employee** arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- 1 Any Employment Dispute where the cause of action arises within the first 90 days of the indemnity provided by this section.
- 2 Any dispute with an **Employee** who was subject to written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by this Section.
- 3 Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this Section.
- 4 Any claim in respect of damages for personal injury or loss of or damage to property.
- 5 Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulation 2006 or Transfer of Employment (Pension Protection) Regulation 2005.

(b) Compensation Awards

We will pay:

- 1 any basic and compensatory award in respect of a claim **We** have accepted under Cover 1(a) above and/or
- 2 an order for compensation following a breach of the **Policyholder's** statutory duties under employment legislation in respect of a claim **We** have accepted under Cover 1(a) above.

Provided that

- 1 In cases related to performance and/or conduct, the **Policyholder** has throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service or
 - (b) followed equivalent codes of practise issued by the Labour Relations Agency in Northern Ireland or
 - (c) sought and followed advice from **Our** legal advice service.
- 2 For an order of compensation following the **Policyholder's** breach of statutory duty under employment legislation the **Policyholder** has at all times sought and followed advice from **Our** legal advice service since the date when the **Policyholder** should have known about the employment dispute.
- 3 For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the **Policyholder** has sought and followed advice from **Our** claims department prior to serving notice of redundancy.
- 4 The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **Us**.
- 5 The total of the compensation awards payable by **Us** shall not exceed £1,000,000 in any one **Period of Insurance**.

What is not covered

- 1 Any compensation award relating to the following:
 - (a) trade union activities, trade union membership or non-membership
 - (b) pregnancy or maternity rights
 - (c) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
 - (d) statutory rights in relation to trustees of occupational pension schemes
 - (e) statutory rights relating to Sunday shop and betting work.
- 2 Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3 Any award ordered because the **Policyholder** has failed to provide relevant records to **Employees** under the National Minimum Wage laws.
- 4 Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a re-instatement or re-engagement order.

(c) Service Occupancy

We will negotiate for the **Policyholder's** legal rights against an **Employee** or ex-**Employee** to recover possession of premises owned by, or for which the **Policyholder** is responsible.

What is not covered

Any claim relating to defending the **Policyholder's** legal rights other than defending a counter-claim.

2 Legal Defence

At the **Policyholder's** request:

- 1 **We** will defend the **Insured Person's** legal rights:
 - (a) Prior to the issue of legal proceedings when dealing with the:
 - (i) Police
 - (ii) Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the **Insured Person** has or may have committed a criminal offence or
 - (b) following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction or
 - (c) if civil action is taken against the **Insured Person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **Insured Person** under section 13 of the Data Protection Act 1998.
- 2 **We** will defend the **Policyholder's** legal rights following civil action taken against the **Policyholder** for wrongful arrest in respect of an allegation of theft alleged to have been carried out during the **Period of Insurance**.
- 3 **We** will defend the **Insured Person's** (other than the **Policyholder**) legal rights if:
 - (a) an event arising from their work as an **Employee** leads to civil action being taken against them under the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of the **Policyholder's Employees**. **We** will represent the **Insured Person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the **Policyholders** business.
- 4 **We** will represent the **Policyholder** in appealing against the refusal of the Information Commissioner to register the **Policyholder's** application for registration.
- 5 **We** will pay the **Attendance Expenses** of an **Insured Person** for jury service.

Section 4 Legal Expenses – continued

Provided that

- 1 In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **Territorial Limit** shall be any place where the Act applies.
- 2 At the time of the insured incident, the **Policyholder** has registered with the Information Commissioner in respect of Cover 2, 1(c) above.

What is not covered

Any claim which leads to the **Insured Person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 Property Protection and Bodily Injury

(a) Property Protection

We will negotiate for the **Policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of the **Policyholder**, following:

- 1 any event which causes physical damage to such material property or
- 2 any nuisance or trespass.

What is not covered

Any claim relating to the following:

- 1 a contract entered into by the **Policyholder**
- 2 goods in transit or goods lent or hired out
- 3 goods at premises other than those occupied by the **Policyholder** unless the goods are at such premises for the purpose of installation or use in work to be carried out by the **Policyholder**
- 4 mining, subsidence
- 5 defending the **Policyholder's** legal rights other than in defending a counter-claim
- 6 a motor vehicle owned or used by, or hired or leased to an **Insured Person** other than damage to motor vehicles where the **Policyholder** is engaged in the business of selling motor vehicles.

(b) Bodily Injury

At the **Policyholder's** request, **We** will negotiate for an **Insured Person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim related to the following:

- 1 any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident or
- 2 defending an **Insured Person's** or their family members legal rights other than in defending a counter-claim or

- 3 a motor vehicle owned or used by, or hired or leased to an **Insured Person** or their family member.

4 Tax Protection

(a) Full or Aspect Enquiry

We will negotiate on behalf of the **Policyholder** in respect of a **Full Enquiry** and/or **Aspect Enquiry** and represent them in any subsequent appeal proceedings.

(b) Tax Intervention Enquiries

We will negotiate on behalf of the **Policyholder** and represent them in any dealings with HM Revenue and Customs in respect of a **Tax Intervention Enquiry**.

(c) Employers Compliance

We will negotiate on behalf of the **Policyholder** and represent them in any appeal proceedings in respect of a dispute concerning the **Policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue and Customs.

(d) VAT Disputes

We will negotiate on behalf of the **Policyholder** and represent them in any appeal proceedings following an assessment by HM Revenue and Customs in respect of Value Added Tax due.

Provided that

- 1 For all insured incidents, the **Policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits.
- 2 **We** will not pay more than £2,000 for claims in respect of **Aspect Enquiries** or **Tax Intervention Enquiries**.

What is not covered

- 1 In respect of **Aspect Enquiries** and **Tax Intervention Enquiries** the first £200 of **Costs and Expenses** in each and every claim.
- 2 Any insured incident arising from a tax avoidance scheme.
- 3 Any insured incident caused by the failure of the **Policyholder** to register for Value Added Tax.
- 4 Any insured incident arising from any investigation or enquiries undertaken by HM Revenue and Customs Special Investigations Section or Special Civil Investigations or the Revenue and Customs Prosecution office.
- 5 Any insured incident arising from an investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

Sub-Section B – Contract Disputes

(This Sub-Section is only operative if specified on the Schedule)

We will negotiate for the **Policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of the **Policyholder** for the purchase, hire, sale or provision of goods or services.

Provided that

- 1 The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, the **Policyholder** will be responsible for the first £500 of **Legal Costs** in each and every claim.
- 2 If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceeds £250.
- 3 If the dispute relates to money owed to the **Policyholder**, a claim under the Policy is made within 90 days of the money becoming due and payable.

What is not covered

- 1 Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this Section if the **Date of Occurrence** is within the first 90 days of the indemnity provided by this Section.
- 2 Any claim relating to the following:
 - (a) the settlement payable under an insurance policy
 - (b) a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement
 - (c) a loan, mortgage, pension or any other financial product and choses in action
 - (d) a motor vehicle, owned by, hired or leased to, the **Policyholder** other than agreements relating to the sale of motor vehicles where the **Policyholder** is engaged in the business of selling motor vehicles.
- 3 A dispute with an **Employee** or ex-**Employee** which arises out of, or relates to, a contract of employment with the **Policyholder**.
- 4 A dispute which arises out of the:
 - (a) sale or provision of computer hardware, software, systems or services or
 - (b) the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the **Policyholder's** own specification.
- 5 A dispute arising from a breach or alleged breach of professional duty by an **Insured Person**.
- 6 The recovery of monies and interest due from another party other than disputes where the other party intimates that a defence exists.

Sub-Section C – Debt Recovery

(This Sub-Section is only operative if specified on the Schedule)

We will negotiate for the **Policyholder's** legal rights including enforcement of judgement to recover money and interest due from the sale or provision of goods or services.

Provided that

- 1 The debt exceeds £250.
- 2 A claim for debt recovery under the Policy is made within 90 days of the money becoming due and payable.
- 3 **We** have the right to select the method of enforcement, or to forego judgement if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgement.

What is not covered

- 1 Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this Section if the debt is due within the first 90 days of the indemnity provided by this Section.
- 2 Any claim relating to the following:
 - (a) the settlement payable under an insurance Policy
 - (b) a lease, licence or tenancy of land or buildings
 - (c) a loan, mortgage, pension or other financial product and choses in action
 - (d) a motor vehicle owned by, or hired or leased to, the **Policyholder** other than agreements relating to the sale of motor vehicles where the **Policyholder** is engaged in the business of selling motor vehicles.
- 3 A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- 4 The recovery of money and interest due from another party where the other party intimates that a defence exists.

Section 4 Legal Expenses – continued

Exclusions

Exclusions to Section 4

- 1 **Costs and Expenses** incurred before the written acceptance of a claim by **Us**.
- 2 A dispute with **Us** not otherwise dealt with under Condition 10.
- 3 Legal action an **Insured Person** takes which **We** or the **Representative** have not agreed to or where the **Insured Person** does anything that hinders **Us** or the **Representative**.
- 4 Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.
- 5 Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards as covered under **Sub-Section A Cover 1(b) Compensation Awards** and **Cover 2 Legal Defence**.
- 6 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 7 Any claim relating to franchise or agency agreement entered into by the **Policyholder**.
- 8 A claim relating to shareholding or partnership share in the **Policyholder** unless such shareholding was acquired under a scheme open to all **Employees** of the **Policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of the **Policyholder**.
- 9 Judicial Review
- 10 When either at the commencement of or during the course of a claim, the **Policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 11 Any insured incident deliberately or intentionally caused by an **Insured Person**.

Conditions

Conditions to Section 4

- 1 An **Insured Person** must:
 - (a) keep to the terms and Conditions of this Section
 - (b) notify **Us** immediately of any alteration which may materially affect **Our** assessment of the risk
 - (c) take reasonable steps to keep any amount **We** have to pay as low as possible
 - (d) try to prevent anything happening that may cause a claim
 - (e) send everything **We** ask for in writing
 - (f) give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
- 2
 - (a) **We** can take over and conduct in the name of the **Insured Person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **Insured Person**.
 - (b) **We** can choose the **Representative** to represent an **Insured Person** in any proceedings where **We** may be liable to pay a compensation award. In any other case an **Insured Person** is free to choose a **Representative** (by sending **Us** a suitably qualified person's name and address) if:
 - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured Person** in those proceedings or
 - (ii) there is a conflict of interest.
 - (c) Before an **Insured Person** chooses a lawyer or accountant, **We** can appoint a **Representative**.
 - (d) A **Representative** will be appointed by **Us** and represent an **Insured Person** according to **Our** standard terms of appointment (which may include a 'no-win, no-fee' agreement). The **Representative** must co-operate fully with **Us** at all times.
 - (e) **We** will have direct contact with the **Representative**.
 - (f) An **Insured Person** must give the **Representative** any instructions that **We** require.
 - (g) An **Insured Person** must co-operate fully with **Us** and the **Representative** and must keep **Us** up-to-date with the progress of the claim.
- 3
 - (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not agree to any settlement without **Our** written consent.
 - (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** may refuse to pay further **Costs and Expenses**.
 - (c) **We** may decide to pay the **Insured Person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **Insured Person** is

claiming, or is being claimed against them instead of starting or continuing legal proceedings.

- 4 (a) If **We** ask, an **Insured Person** must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** that **We** have to pay and must pay **Us** any **Costs and Expenses** that are recovered.
- 5 If a **Representative** refuses to continue acting for an **Insured Person** with good reason or if you dismiss a **Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Representative**.
- 6 If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instruction to a **Representative**, the cover **We** provide will end at once and **We** will be entitled to re-claim any **Costs and Expenses** paid by **Us**.
- 7 **We** may at **Our** discretion require the **Policyholder** to obtain an opinion from counsel at the **Policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **Us**.
- 8 **We** will not pay any claim covered under any other policy, or any claim that would have been covered under any other policy if this Section did not exist.
- 9 All Acts of Parliament within this Section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
- 10 If there is a disagreement about the way **We** handle a claim that is not resolved through **Our** internal complaints procedure, **We** and the **Insured Person** can choose a suitably qualified person to arbitrate. **We** and the **Insured Person** must both agree to the choice of this person in writing. Failing this **We** will ask the President of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

Memoranda to Section 4

The Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **Our** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact **Us** at employmentmanual@das.co.uk with your e-mail address, quoting your policy number and **We** will contact you by e-mail to inform you of future updates to the information.

Section 5

Personal Accident

(This Section and the cover described below is only operative if specified on the Schedule)

Section Definitions

For the purposes of Section 5, and not as otherwise shown in the General Definitions, the following words or expressions shall carry the meaning below whenever they appear in **bold** in the Policy, Schedule, Endorsements, and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take on the same meaning as shown below, but in the plural.

Bodily Injury

Bodily Injury caused by accidental, external, violent and visible means or exposure to the elements.

Deferment Period

The initial period following **Bodily Injury** in which no benefit is payable as specified on the Schedule.

Insured Person

A person included in a group of persons shown on the Schedule.

Operative Time

The period of time during which the **Insured** or an **Insured Person** is covered by this Section as specified in the Schedule.

Cover

If an **Insured Person** sustains **Bodily Injury** during the **Operative Time** which within 2 years solely and independently of any other cause results in death, disablement or the incurring of medical expenses, the **Company** will pay the **Insured** or, in the case of medical expenses, the **Insured** or an **Insured Person** the amount appropriate to the benefit shown in the Schedule.

Insured Events for which Benefit is Payable

Capital Benefits

1 Death

Bodily injury which solely and directly within 2 years from the date of the accident results in death.

2 Loss of Limbs, Eyes, Hearing or Speech

Bodily injury which solely and directly within 2 years from the date of the accident results in:

- (a) Loss of Limb:
 - (i) In the case of a leg
 - (a) loss by permanent physical severance at or above the ankle, or
 - (b) permanent and total loss of use of an entire foot or leg

- (ii) In the case of an arm
 - (a) loss by permanent physical severance of the four fingers at or above the meta carpo phalangeal joints (where the fingers join the palm of the hand), or
 - (b) permanent and total loss of use of an entire hand or arm.
- (b) Loss of Eye:
 - Total and irrecoverable loss of sight
 - (i) in both eyes if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
 - (ii) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what an **Insured Person** should see at 60 feet).
- (c) Loss of Hearing:
 - Total and permanent loss of hearing.
- (d) Loss of Speech:
 - Total and permanent loss of speech.

3 Permanent Total Disablement

Bodily Injury other than death, loss of limbs, eyes, hearing or speech as defined above which solely and directly within 2 years from the date of the accident results in permanent and absolute inability of the **Insured Person** from working in their usual occupation which in all probability will continue for the remainder of their life.

Weekly Benefit

4 Temporary Total Disablement

Bodily Injury which solely and directly within 2 years from the date of the accident results in total and absolute inability of the **Insured Person** to engage in or give attention to their usual profession or occupation.

Extensions

(Subject to the Conditions and Exclusions of the Section)

1 Medical Expenses

The **Company** will also pay for medical expenses necessarily incurred and arising from treatment following **Bodily Injury** to an **Insured Person** up to:

- (a) 5% of the total amount paid for Insured Event 1, 2 or 3
- (b) 15% of the total amount paid for Insured Event 4.

2 Exposure

The **Company** will pay to the **Insured** compensation if during the period of insurance an **Insured Person** suffers

from exposure to the elements which results within 2 years from the date of such exposure in **Bodily Injury** as described in the Insured Events.

3 Disappearance

The **Company** will pay to the **Insured** compensation for Insured Event 1 if during the period of insurance an **Insured Person** disappears.

Provided that:

- (a) the **Insured** shall produce sufficient evidence within 2 years from the date of such disappearance that leads the **Company** inevitably to the conclusion that the **Insured Person** has suffered an accident resulting in **Bodily Injury** as described in Insured Event 1
- (b) the **Company** shall be entitled to a reasonably sufficient period of time to examine and obtain all the evidence available from whatever source
- (c) if the **Insured Person** is found to be living at any time after payment has been made by the **Company** such payment shall be refunded to the **Company**.

Conditions

- 1 In the event of an **Insured Person** sustaining **Bodily Injury** which may result in a claim under this Section such **Insured Person** shall consult a duly qualified medical practitioner and follow any medical advice which is given.
- 2 The **Insured** must provide at its own expense all reasonable and necessary evidence (including post mortem examinations) in support of a claim. An **Insured Person** must undergo any reasonable medical examinations in connection with any claim as the **Company** may require at its own expense.
- 3 No compensation shall be payable:
 - (a) under more than one of the Insured Events 1, 2 and 3 or Extensions 2 and 3 and on payment of a claim under any one of these Insured Events in respect of any one **Insured Person** all further liability under this Section in respect of that person shall cease
 - (b) under Insured Event 4 in respect of any one **Insured Person** for a period exceeding 104 weeks from the commencement of disablement for any one accident or series of accidents occurring in any one period of insurance.
- 4 Compensation under Insured Event 4 shall be payable when the total amount has been agreed or, at the request

of the **Insured** and subject to the **Company's** agreement at intervals of four weeks in arrears.

- 5 The maximum amount the **Company** will pay under this and any other Personal Accident Insurance policy issued by the **Company** in the **Insured's** name in respect of all **Insured Persons** suffering **Bodily Injury** in the same accident or series of accidents contributed to, caused by, or consequent upon the same original cause, event or circumstance shall be £1,000,000. In the event of the accumulated loss exceeding this amount, the **Company's** liability in respect of each **Insured Person** will be proportionately reduced so that the total does not exceed that amount.

Exclusions

The **Company** shall not be liable for:

- 1 interest on any benefit payable
- 2 compensation payable in respect of any **Bodily Injury** caused by or resulting from:
 - (a) suicide, attempted suicide or intentional self injury, venereal disease, insanity or being under the influence of alcohol or drugs (unless administered under medical supervision other than for the treatment of drug addiction)
 - (b) pregnancy or childbirth or any consequence of pregnancy or childbirth
 - (c) any physical defect, infirmity, medical condition or chronic or recurring illness for which the **Insured Person** has received medical treatment in the twelve months prior to the commencement of disablement
 - (d) sickness or disease or any naturally occurring condition or degenerative process or gradually operating cause
 - (e) service in the armed forces or reserve armed forces
 - (f) from any other health problem which ought reasonably to have been within the knowledge of the **Insured Person** at the inception of each period of insurance but has not been declared to the **Company**
 - (g) any accident occurring:
 - (i) outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man, if the **Insured Person** spends more than 30 days outside of these territories in the period of insurance and
 - (ii) outside of a country which is a member of the European Union whilst the **Insured Person** is engaging in the performance or supervision of manual/non-manual work
 - (h) the **Insured Person** engaging in or practicing or training for sport involving financial gain or payment other than for reimbursement of reasonable travel and out of pocket expenses

Section 5 Personal Accident – continued

- (i) the **Insured Person** engaging in or practicing or training for any of the following hazardous pursuits:
 - (i) boxing, wrestling or other forms of unarmed or armed combat
 - (ii) mountaineering, rock or cliff climbing, coasteering or abseiling
 - (iii) sports or activities involving freefalling or requiring the use of elastic ropes
 - (iv) ice hockey or winter sports (other than ice skating and curling)
 - (v) pot holing or similar underground activities
 - (vi) racing (other than on foot), hunting, hunter trials or similar, show jumping or steeple chasing
 - (vii) sailing or yachting outside British Coastal Waters, power boating, water ski jumping, jet skiing, canoeing, white water rafting, water sledging or other water activities that require the use of underwater breathing equipment
 - (viii) rugby or any other type of football (other than amateur Association Football)
- (ix) motor cycling involving racing, pace-making, speed testing, participating in any rally, reliability trial or competition, motocross, trail, enduro, trial or grasstrack riding
- (j) the **Insured Person** engaging in or practicing or training for flying or any aerial activity (other than as a passenger in any passenger carrying aircraft but not as a member of the crew and not for the purpose of undertaking any trade or technical operation in or on the aircraft)
- (k) **Bodily Injury** to any temporary employee, volunteer or voluntary worker, students or persons undertaking work for the **Insured** under a work experience or similar scheme
- (l) the occupational use of Wood-Working Machinery driven by steam, gas, water, electricity or other mechanical power. For the purposes of this Exclusion, the expression 'Wood-Working Machinery' shall not be deemed to include lathes, fret-saws, boring machines, sanding machines or mechanically-driven portable **Tools** applied to the work by hand (other than pendulum and swing saws).

General Exclusions

(Applicable to the whole Policy except where stated otherwise)

This Policy does not cover:

1 Radioactive Contamination and Nuclear Risks

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

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Sonic Bangs

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3 War and Similar Risks

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

4 Northern Ireland

Damage to any **Property** in Northern Ireland or **Damage** resulting from, caused by or happening through or in consequence of:

- (i) civil commotion
- (ii) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.

5 Terrorism (not applicable to Section 1)

Damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising from, or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from **Terrorism**. In any action, suit or other proceedings, where the **Company** alleges that by reason of the provisions of this Condition any

loss, **Damage** or legal liability is not covered by this Policy, the burden of proving that such loss, **Damage** or legal liability is covered shall be upon the **Insured**.

6 Territorial Limits

Damage or **Injury** occurring outside the **Territorial Limits** (except as otherwise insured by this Policy).

7 Pollution or Contamination

Damage caused by pollution or contamination except (unless otherwise excluded) loss or **Damage** to the **Property** insured caused by:

- (i) pollution or contamination which itself results from a **Defined Peril**
- (ii) any **Defined Peril** which itself results from pollution or contamination
- (iii) any cover given under Section 1 of the Policy where the **Damage** is shown to come within the exception to Exclusion (f) of Section 1, Sub-Section A.

8 Date Recognition

Damage, loss or destruction or **Consequential Loss** of whatsoever nature and/or liability for damages attaching to the **Insured** or any associated costs relating thereto arising directly or indirectly from or consisting of the failure or inability of any:

- (i) computer, data processing equipment, electronic circuit, embedded system firmware, hardware, integrated circuit, interface, microchip, microprocessor, program, software, telecommunication equipment or systems and any similar device
- (ii) **Media** or systems used in connection with any of the above whether the **Property** of the **Insured** or not:
 - (a) to correctly recognise, use or adopt any date, day of the week or period of time as the true or correct date, day of the week or period of time
 - (b) to capture, save, retain, restore and/or correctly to manipulate, interpret, calculate, return, transmit or process any data or information, command logic or instruction as a result of treating any date, day of the week or period of time otherwise than as, or other than, its true or correct date, day of the week or period of time

but this Exclusion shall not apply in respect of Section 1 Sub-Section B – Employers' Liability.

General Conditions

(Applicable to the whole Policy except where stated otherwise)

1 Precedents to Liability

Liability under this Policy is conditional:

- (a) on the truth and accuracy of the declarations contained in the proposal form or statement of fact
- (b) on the observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done by or complied with by the **Insured**
- (c) on all reasonable precautions being taken:
 - (i) for the safety of the **Property** insured
 - (ii) to prevent accidents or disease
 - (iii) to comply with all statutory obligations and regulations imposed by any authority
 - (iv) to prevent the sale or supply of goods which are defective in any way.

2 Claims Procedures – the Insured's Duties

The **Insured** must:

- (a) on discovery of any loss or **Damage** by theft or attempted theft or by malicious persons give immediate notice to the Police and take all practical steps to discover the guilty persons and recover **Property** lost
- (b) in respect of any incident that may give or has given rise to a claim under this Policy resulting in any **Damage** or **Injury** report to the **Company** and supply full written particulars of such **Damage** or **Injury** as soon as possible after the event at the **Insured's** own expense
- (c) in the event of any occurrence which may give rise to a claim for indemnity:
 - (i) forward to the **Company** every letter, writ, summons or other document immediately on receipt and give notice in writing of any impending prosecution, Coroner's Inquest or Fatal Accident Inquiry
 - (ii) make no admission of liability or promise of payment without the written consent of the **Company**
- (d) take immediate action to minimise loss and to prevent further **Damage** or **Injury**
- (e) supply all information and assistance as the **Company** may require at the **Insured's** own expense.

3 Claims Procedures – the Company's Rights

The **Company** shall:

- (a) at its option indemnify the **Insured** by payment, reinstatement, replacement or repair of any **Property** but it shall not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonably sufficient manner and shall not in any case be bound to expend in respect of any one item more than the amount shown in the Schedule for that item
- (b) not accept any **Property** being abandoned to the **Company**

- (c) at its expense be entitled to conduct in the **Insured's** name any settlement or defence of any claim or to prosecute for its own benefit any claim for indemnity or compensation or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim.

4 Contribution (not applicable to Section 1)

If at the time of any loss or **Damage** resulting in a claim under this Policy there is any other insurance effected by or on behalf of the **Insured** covering such loss or **Damage** or any part of it, the liability of the **Company** shall be limited to its rateable proportion of such loss or **Damage**.

5 Arbitration (not applicable to Sections 1 and 4)

If any difference shall arise as to the amount to be paid under any Section of this Policy (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Company**.

6 Alteration

The Policy shall be void if at any time:

- (a) the **Business** be wound up or carried on by a Liquidator or Receiver or permanently discontinued
- (b) the **Insured's** interest ceases except by will or operation of law
- (c) the risk of loss, **Damage** or **Injury** is increased unless the **Company** agrees in writing to continue the insurance.

7 Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

8 Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on behalf of the **Insured** to obtain any benefit under this Policy all benefit shall be forfeited.

9 Cancelling the Policy

The **Insured** may cancel this Policy within 14 days of receipt of the Schedule and Wording by writing to the **Company** to confirm cancellation. If cover has not yet commenced, the **Insured** will be entitled to a return of the full premium paid. If cover has commenced and there have been no claims made during this period, the **Insured** will be entitled to a return of a proportionate part of the premium paid in respect of the unexpired period of the insurance. If any claims have been paid (or outstanding to be paid), the cost of any claim payment(s)

will be deducted from the proportionate part of the premium paid that would be refunded for the unexpired period of the insurance.

After the 14 day period the **Insured** can cancel this Policy by giving the **Company** 7 days' notice in writing. If there have been no claims made during the current period of insurance the **Insured** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired part of the insurance. If any claims have been paid (or outstanding to be paid) in the current period the cost of any claim payment(s) will be deducted from the proportionate part of the last period that would be refunded for the unexpired period of insurance.

The **Company** is not bound to renew this Policy and may cancel this Policy at any other time by sending 7 days' notice in writing giving details of the reason for cancellation to the **Insured** by registered letter or recorded delivery to the last known address the **Company** has. In the event of such a cancellation the **Insured** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired part of the insurance.

10 Law Applicable to the Contract

English law will apply to this contract.

11 Language

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

12 Legal Representatives

In the event of the death of the **Insured** the **Company** will indemnify the **Insured's** legal personal representatives in respect of liability at law previously incurred by the **Insured** provided they observe, fulfil and be subject to the terms, Conditions and limitations of the Policy to the extent that they can apply.

13 Fortis Logo

The Fortis logo must not be reproduced in any form on your own business documentation without the express permission of Fortis Insurance Ltd.

14 Contracts (Rights of Third Parties)

No party to this contract intends that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

Data Protection Notice

Please read this notice carefully as it contains important information about how Fortis Group use personal information. Fortis Group includes Fortis Insurance Limited and any holding companies, subsidiaries and other linked companies. Personal information means information held about the **Insured**, any director, partner, or **Employee** or anyone else in connection with any product or service provided to the **Insured**.

By taking out this Policy, the **Insured** is confirming that Fortis Group may use personal information for the purposes explained below. The **Insured** should ensure that anyone else whose information has been supplied to Fortis Group in connection with this Policy is shown the notice as it will apply to them too:

Fortis Group may use any personal information to:

- manage the Policy, including handling underwriting, claims, issuing renewal notices and providing renewal information to the **Insured's** agent.
- carry out research and analysis.

Fortis Group may share personal information with other insurers, regulatory authorities or agents providing services on the Fortis Group's behalf.

Fortis Group will only release personal information to others if:

- (a) it is necessary to manage the Policy
- (b) it is necessary to prevent fraud
- (c) required or permitted to do this by law (for example, if a legitimate request is received from the police or another authority)
- (d) there are any other circumstances where Fortis Group has received permission to do so.

If Fortis Group needs to change the way personal information is to be used the **Insured** will be notified. If the change is not acceptable the **Insured** must notify Fortis Group as soon as possible.

Sharing information to prevent fraud

The information held may be shared with operators of registers used by the industry to check information that is given to Fortis

Data Protection Notice – continued

Group and prevent fraudulent claims. Information relating to the Policy and any incident (such as an accident or theft) may be passed to these registers.

Dealing with others on your behalf

To help manage the Policy, subject to passing security questions, Fortis Group will deal with the **Insured**, any director, partner or **Employee** employed in the **Business** or any other person whom Fortis Group reasonably believes to be acting for or on behalf of the **Insured** in connection with the Policy.

Sensitive information

Some of the personal information that has been requested is known as sensitive personal data. This will include information relating to health, race, religion and criminal convictions relevant to the insurance provided. This information will only be used to manage the Policy and to provide the services set out in the Policy documents.

Monitoring and recording

Telephone calls may be monitored and recorded to monitor and improve service and to prevent or detect fraud. CCTV recording equipment may also be used in and around Fortis Group premises.

Interested parties

The **Insured** should ensure that anyone else whose name has been supplied to Fortis Group in connection with this Policy is shown this notice as it will apply to them too.

Further information

The **Insured** is entitled to receive a copy of the information held by Fortis Group. The **Insured** should contact our Data Protection Officer, giving their name, address and Policy number. The **Company** is entitled to charge a small administrative fee for this.

What to do if you have a complaint

If you have experienced a problem and you are unhappy with any part of our service we will sort this out as quickly and fairly as possible.

What you should do first

If your complaint is about the way your Policy was sold to you, contact your insurance agent to report your complaint. If you have a complaint about a claim, call your claims handler first. You will find the claims handler's name and phone number on any letters they have sent you.

If your problem has still not been sorted out

Step 1

Contact our Customer Services Adviser who will make sure that your complaint is dealt with at a senior level. You can write to us at the address below or e-mail us through our website at www.fortisinsurance.co.uk/complaints (please include your Policy number and claim number if appropriate).

Customer Service Adviser
Fortis Insurance Limited
Fortis House
Tollgate
Eastleigh
Hampshire
SO53 3YA

Step 2

If this matter has still not been sorted out, you can write to Mark Cliff, Managing Director at the same address, unless your complaint relates to Legal Expenses Insurance, in which case please contact DAS Chief Executive Officer at DAS House, Quayside, Temple Back, Bristol, BS1 6NH.

Step 3

If you have an annual turnover of less than EUR 2 million and fewer than 10 employees and you are not satisfied with our final decision, you can write to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Using this complaints procedure will not affect your legal rights.

Service standards

We will reply to any letter you send us within two working days of receiving it. In our letter we will tell you who will be dealing with your complaint and when you should expect a reply.

Financial Services Compensation Scheme

In the event that Fortis Insurance Ltd or DAS Legal Expenses Insurance Company are unable to meet their liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

Further information is available from the Financial Services Compensation Scheme; their telephone number is **0207 892 7300**. Alternatively, more information can be found at www.fscs.org.uk

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim.

What to do if you need to make a claim

If anything happens which may result in a claim being made:

Tell the Police

Advise them immediately of any damage caused by theft, attempted theft, malicious persons, or any loss of **Property**. Take all practical steps to discover the guilty persons and recover the **Property** lost or stolen.

Tell Us

Contact us, or your insurance agent as soon as possible, quoting your Policy number in full (including any letters before and after the numbers). Refer to your Schedule for details of the 24 hour telephone number for claims reporting. For loss or damage obtain 2 estimates for repairs or replacement (as appropriate).

Do not delay sending in the claim form until you get the estimates – simply tell us on the form that they are being obtained, and send them to us when you have them.

For incidents involving damage to other people's **Property** or **Injury** to others do not admit liability or offer any payments. Send us written details of the incident along with the names and addresses of any witnesses immediately. Send us every letter or other documents alleging liability or negligence unanswered. It is very important that these are dealt with, by us, immediately.

For claims under Section 4 - Legal Expenses, report your claim in writing as soon as possible to Legal Claims Centre, DAS Legal Expenses Insurance Company Ltd, DAS House, Quayside, Temple Back, Bristol, BS1 6NH.

Phone DAS on 0117 934 2176 for advice on any commercial legal or tax problem affecting your business.

Keep Evidence

Keep all damaged **Property** and other evidence for inspection until you are advised by the Police and us that you may dispose of it.

Fortis Insurance Limited

Office addresses

Fortis House
The Square
Gloucester Business Park
Brockworth
Gloucester
GL3 4AD

Registered address

Fortis House
Tollgate
Eastleigh
Hampshire
SO53 3YA

Email: talkback@fortisinsurance.co.uk
Website: www.fortisinsurance.co.uk

Registered number 354568

Fortis Insurance Limited is authorised and regulated by the Financial Services Authority

COM136 May 10