

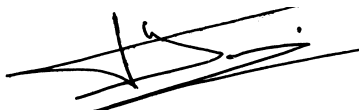
COURIERS POLICY

The **INSURED** has applied for this insurance to the Ageas Insurance Limited (The **COMPANY**) by a **PROPOSAL** which is the basis of this contract and is deemed to be incorporated herein and in consideration has paid or agreed to pay the premium

In return the **COMPANY** will provide the insurance as described in this Policy during the Period of Insurance subject to the terms conditions and exclusions of this Policy

This Policy the Schedule the Appendices and Endorsements will be read together as one document

Signed for and on behalf of
Ageas Insurance Limited



François-Xavier Boisseau – CEO, Insurance
Ageas Insurance Limited,
Ageas House, Hampshire Corporate Park
Templars Way, Eastleigh, Hampshire, SO53 3YA

PLEASE READ THIS POLICY CAREFULLY TO ENSURE THAT IT MEETS YOUR REQUIREMENTS.

IF YOU HAVE ANY QUERIES PLEASE CONTACT YOUR BROKER OR INTERMEDIARY WHO WILL BE PLEASED TO HELP.

THIS POLICY SHOULD BE KEPT IN A SAFE PLACE - YOU MAY NEED TO REFER TO IT IF YOU HAVE TO MAKE A CLAIM.

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CUSTOMER SERVICE

This insurance is underwritten and administered on behalf of Ageas Insurance Limited by Moorhouse. In the event of a query on this insurance you should contact:

Moorhouse Group Limited
2-3 Sir Alfred Owen Way
Caerphilly
CF83 3HU

Phone: **0292 088 1500**

Fax: **0292 086 6200**

Email: **customerservices@moorhouseinsurance.co.uk**

If, however, you have a query in relation to a claim, contact:

Ageas Insurance Limited
Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY

Phone: **0870 600 2123**

Email: **claims.commercial@ageas.co.uk**

How to make a complaint

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell us your name and your claim number or policy number and the reason for your complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited
Commercial Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
PO6 4TY

Phone: **0844 748 0117**

Email: **claims.director@ageas.co.uk**

For complaints about your policy, contact the Commercial Schemes Manager at:

Ageas Insurance Limited
6th Floor
One America Square
17 Crosswall
London
EC3N 2LB

Phone: **0844 892 2114**

Email: **schemes.commercial@ageas.co.uk**

We promise to:

- Acknowledge your complaint within five days of receiving it;
- Have your complaint reviewed by a senior member of staff;
- Tell you the name of the person managing your complaint; and
- Respond in full to your complaint within 28 days. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more. Calls to 0844 numbers cost less than 5p per minute from a BT line. Other network charges will vary.

Financial Ombudsman Service

If you are not happy with our final decision, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

The Financial Ombudsman Service
South Quay Plaza
183 March Wall
London
E14 9SR.

Phone: **0800 023 4567** if calling from a landline or **0300 123 9123** if calling from a mobile

You can visit the Financial Ombudsman Service website at **www.fos.org.uk**

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. You can get more information from us or the ombudsman.

If you take any of the action mentioned above, it will not affect your right to take legal action.

Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. You can check their website (www.fca.org.uk) which includes a register of all the forms they regulate. Or you can phone them on 0800 111 6768.

Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on **0800 678 1100** or **020 7741 4100**.

LEGAL HELPLINE

The policyholder has access to Abbey Legal Protection Ltds 24 hour telephone legal helpline on any legal problem in connection with their business. The advice provided is confidential and impartial and is given without charge and can be confirmed in writing. If you require advice the telephone number is 0870 908 0793 quoting ALP 1080 as the reference number.

The Legal Helpline is not empowered to give advice on the admissibility of any claim under the Policy. In the interests of monitoring the quality of legal advice given conversations may be recorded.

The Legal Helpline has been arranged for the benefit of policyholders and does not form part of any contractual relationship between the policyholder and Ageas Insurance Limited.

DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Policy

AWARDS OF COMPENSATION

means Basic and Compensatory Awards made against the **INSURED** by an Industrial Tribunal or settlement thereof agreed in conciliation proceedings subject to the **COMPANYS** consent but not Special Awards or Interim Relief Payments or arrears of pay or awards of damages under the Equal Pay Act 1970 (as may be amended or consolidated from time to time) or arising out of failure to comply with awards in respect of reinstatement or reengagement

COMPANY

means Ageas Insurance Limited

CONTRACT

means any contract or agreement for the performance of work in connection with the **TRADE or BUSINESS**

DAMAGE

means accidental loss damage or destruction

DANGEROUS GOODS

means any of the following

- Explosive substances and articles
- Gases
- Flammable liquids with a flash point below 61 Celcius/Centigrade
- Flammable solids readily combustible solids and solids that may ignite through friction or spontaneously combust on contact with air self-reactive substances and solid desensitized explosives
- Substances liable to spontaneous combustion
- Substances which in contact with water emit flammable gases solids or liquids
- Oxidising substances
- Organic Peroxides
- Toxic substances
- Infectious substances
- Radioactive material corrosive substances

DIRECTOR

means a director of the **INSURED** where the **INSURED** is a Limited Company

EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED** whilst working for the **INSURED** in the course of the **TRADE or BUSINESS**

This definition is not applicable to the Employment Protection Insurance Section which has its own definition of **EMPLOYEE** applicable to that Section only

EXCESS

means the amount to be deducted by the **COMPANY** from the total agreed amount of each and every claim other than claims relating to **INJURY** for which there is no **EXCESS**

FEES AND EXPENSES

means any professional fees expenses and other disbursements reasonably incurred on behalf of the **INSURED** with the **COMPANYS** written consent

HAZARDOUS GOODS

means aerosols perfume engine oil and paint thinners

INJURY

means bodily injury death illness disease or shock causing bodily injury

INSURED

means the person or persons or corporate body named in the Schedule and includes

- (1) the legal personal representatives in the event of the **INSURED'S** death in respect of liability incurred by the **INSURED**
- (2) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

MONEY

coins bank and currency notes bankers drafts postal and money orders cheques Giro cheques bills of exchange crossed warrants travellers cheques unused current postage stamps holiday with pay stamps National Insurance Stamps stamped holiday with pay cards stamped National Insurance cards National Savings Certificates Premium Bonds luncheon vouchers credit and debit card sales vouchers gift tokens consumer redemption vouchers trading stamps telephone cards travel cards unexpired units in franking machines and VAT purchases invoices

OFFSHORE

means as from the time when the **INSURED DIRECTORS PARTNERS** or **EMPLOYEES** or any other person or persons for whom the **INSURED** may be responsible embark onto a conveyance at the point of final departure to an offshore rig offshore platform or offshore installation until such time as they disembark from the conveyance onto land upon their return from an offshore rig or an offshore platform or an offshore installation

PARTNER

means a partner of the **INSURED** where the **INSURED** is a partnership

POLLUTING or CONTAMINATING or SEEPING SUBSTANCES means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed

POLLUTION or CONTAMINATION

means

- (1) all **POLLUTION** or **CONTAMINATION** of buildings or other structures or of water or land or the atmosphere
- (2) all **INJURY** loss or damage to material property directly or indirectly caused by **POLLUTION** or **CONTAMINATION**

arising from **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES**

PRINCIPAL

means any public authority government body company firm organisation or person for whom the **INSURED** is undertaking a **CONTRACT**

PROCEEDINGS

means civil or criminal tribunal legal proceedings or appeals arising therefrom

PRODUCT

means goods or other material property sold supplied delivered installed erected processed repaired altered treated or tested by or on behalf of the **INSURED** in the course of the **TRADE** or **BUSINESS** and not within the custody of the **INSURED**

PROPOSAL

means any signed proposal form and declaration or any Statement of Facts and any other information in connection with this insurance supplied by or on behalf of the **INSURED**

REMEDIATION

includes "remediation" under the Environment Act 1995

TAX INVESTIGATION

means a full enquiry by Her Majesty's Revenue and Customs into the **INSUREDS** self assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which includes a request to examine all the business books and records of the **INSURED**

Where the **INSURED** is a Limited Company and prior to the introduction of self assessment for Limited Companies **TAX INVESTIGATION** shall mean any non-routine investigation into the **INSUREDS** corporation tax return by the Inspector of Taxes where there is an expression of dissatisfaction with the corporation tax accounts which results in an examination of all the business books and records of the **INSURED**

TERRITORIAL LIMITS

- (1) in respect of Goods in Transit means
England Scotland Wales Northern Ireland Eire
the Channel Islands and the Isle of Man
including sea crossings in or between such
territories
- (2) in respect of the Employers Liability Section
means
anywhere in the world in respect of **INJURY**
arising out of and in the course of
employment by the **INSURED** in connection
with the **TRADE** or **BUSINESS** sustained by
a **DIRECTOR** or **PARTNER** or **EMPLOYEE**
normally employed within England Scotland
Wales Northern Ireland the Channel Islands
and the Isle of Man whilst working
temporarily outside such territories
- (3) in respect of the Public Liability Section
means
 - (a) anywhere in the European Union
 - (b) elsewhere in the world (excluding USA
and Canada) in respect of **INJURY** or
loss or damage caused by or arising from
non-manual activities of any **DIRECTOR**
or **PARTNER** or **EMPLOYEE** normally
employed within England Scotland Wales
Northern Ireland the Channel Islands and
the Isle of Man whilst working
temporarily outside such territories and
occurring during any temporary visit

made in connection with the **TRADE** or
BUSINESS

TRADE or BUSINESS

means only the **TRADE** or **BUSINESS** specified in
the Schedule and includes

- (1) the provision and management for the benefit
of the **INSURED** or **EMPLOYEES** of canteen
social sports educational or welfare activities
and first aid fire security and ambulance
services
- (2) the ownership and routine maintenance and
repair of the premises from which the **TRADE**
or **BUSINESS** is conducted
- (3) the performance of private duties by
EMPLOYEES at the request of the **INSURED**
or any **DIRECTOR** or **PARTNER**

GOODS IN TRANSIT SECTION

The **COMPANY** will indemnify the **INSURED** in respect of **DAMAGE** to goods in connection with the **TRADE or BUSINESS** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance whilst being carried by the means of conveyance stated in the Schedule provided that the **COMPANYS** liability including any extensions for Any One Event does not exceed the Any One Event Limit as stated in the Schedule

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

- (1) loss damage or destruction of*
 - (a) alcoholic spirits*
 - (b) processed tobacco or tobacco products (but not raw leaf)*
 - (c) domestic audio / visual equipment*
 - (d) domestic electrical equipment (but not cookers refrigerators freezers dishwashers washing machines tumble dryers and spin dryers)*
 - (e) computer equipment and / or accessories*
 - (f) non-ferrous metals in scrap sheet bar ingot or similar form*

unless the Property is carried unknowingly

 - (g) precious stones or metals watches furs or jewellery*
 - (h) works of Art*
 - (i) injury to or death of living creatures*
 - (j) **MONEY** or securities for money*
- (2) deterioration of Property in frozen chilled or insulated condition unless arising from*
 - (a) faulty stowage*
 - (b) incorrect setting or operation of the equipment*
 - (c) variations in temperature unless directly caused by fire or accident (but not breakdown) to the vehicle or theft or attempted theft*
- (3) loss damage or destruction caused by*
 - (a) defective or inadequate packaging or incorrect or insufficient address of any parcel package or load*
 - (b) wear and tear latent defect inherent vice moth insects vermin climatic conditions damp mildew or rust*
 - (c) loss in weight evaporation taint leakage or spillage pollution or contamination deterioration depreciation electrical or mechanical breakdown or derangement*

unless due to fire explosion collision or overturning of the means of conveyance

GOODS IN TRANSIT SECTION (continued)

EXCLUSIONS - Continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- (4) loss damage or destruction of property delivered by the **INSURED** where signed acceptance of delivery by the consignee or someone acting on the consignees behalf is not obtained*
- (5) theft or attempted theft from any unattended Vehicle between 9pm and 6am unless it is securely locked at all points of access and is garaged within enclosed premises which are securely locked or have a watchman in constant attendance*

*The onus of proof that any loss damage or destruction occurred before 9pm or after 6am is upon the **INSURED***
- (6) theft or attempted theft from any unattended Vehicle unless there are outward signs of forced entry into the vehicle*
- (7) loss damage or destruction to goods directly or indirectly caused by delay*
- (8) disappearance shortage or unexplained or inventory shortage*
- (9) loss damage or destruction of or caused by **DANGEROUS GOODS** other than **HAZARDOUS GOODS***
- (10) loss damage or destruction of or to **HAZARDOUS GOODS** exceeding £1,000 in respect of any one loss*
- (11) loss damage or destruction of or to mobile phones in excess of £5,000 in respect of any one occurrence*
- (12) any consequential loss*
- (13) The first £250 of each and every loss*

GOODS IN TRANSIT INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 Legal Costs

The insurance by this Section includes

- (a) claimants costs and expenses for which the **INSURED** is legally liable
- (b) legal costs and expenses incurred with the **COMPANYS** written consent in respect of any claim which may be the subject of indemnity under this Section

2 The INSUREDS Property

The insurance by this Section includes **DAMAGE** to tarpaulins sheets trailer curtains ropes chains webbing straps packing materials and similar items belonging to the **INSURED** or for which the **INSURED** is responsible whilst carried on any Vehicle described in the Schedule up to a maximum of £2,500 Any One Event

3 Expenses

The insurance by this Section includes expenses reasonably incurred by the **INSURED** in

- (a) the removal of debris and site clearance of Property **DAMAGED** whilst in transit from the immediate area of the site where the **DAMAGE** occurred
- (b) transferring Property to any other Vehicle following fire collision overturning or impact of the conveying Vehicle including carrying the Property to the original destination or to a place of collection
- (c) reloading onto the Vehicle any Property which has fallen from the Vehicle
- (d) resecuring the Property where it has moved into a dangerous position during transit

4 Personal Effects

The insurance by this Section includes **DAMAGE** to drivers personal effects whilst they are in a Vehicle belonging to the **INSURED** provided that the **COMPANY** will not be liable for **DAMAGE** to

- (a) audio or visual or telecommunication equipment
- (b) clothing whilst being worn

5 Temporary Vehicle Substitution

If the insurance by this Section relates to a specific road vehicle or vehicles details of which are specified in the Schedule the **COMPANY** will indemnify the **INSURED** for **DAMAGE** to goods as described above in any similar road vehicle subject to the Policy terms conditions and exclusions when the vehicle or vehicles specified in the Schedule are out of use undergoing repair maintenance or testing

6 Subcontractors Extension

The insurance includes the **INSUREDS** liability for **DAMAGE** to goods in the custody or control of a subcontractor but the indemnity provided does not apply to any subcontractor

GOODS IN TRANSIT SECTION - CONDITIONS

1 Common Law

Where a consignment is carried subject to conditions of a written contract but by court ruling the terms of such an contract are held not to apply the **COMPANY** will indemnify the **INSURED** for **DAMAGE** to such consignment arising from the **INSUREDS** liability at common law

2 Reinstatement of Sum Insured

The Vehicle Sum Insured will be automatically reinstated by the amount of any claim provided that if the **COMPANY** requires it the **INSURED** pays the appropriate additional premium and tax

3 Subcontractors

It is a condition precedent to the liability of the **COMPANY** in respect of **DAMAGE** to goods carried on behalf of the **INSURED** by any subcontractor that

- a) the **INSURED** shall check prior to their appointment that such subcontractor holds current insurance providing cover for **DAMAGE** to such goods with a Sum Insured not less than that applying to this policy whilst in their custody or control for the duration of their contract with the **INSURED**
- b) in the event of a claim in relation to **DAMAGE** to such goods carried by any subcontractor the **INSURED** shall provide documentary evidence of the insurance held by such subcontractor at the time of their appointment

PUBLIC LIABILITY INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses arising out of accidental

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property
- (c) obstruction trespass nuisance wrongful arrest or interference with any right of way light air or water

occurring within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE** or **BUSINESS** during the Period of Insurance

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** in respect of all indemnity payable under this Section and Extensions of this Section in respect of or arising out of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source will not exceed the Limit of Indemnity stated in the Schedule

Provided that the liability of the **COMPANY** for all indemnity payable in respect of or arising out of **PRODUCTS** will not exceed in the aggregate the Limit of Indemnity stated in the Schedule in any one Period of Insurance

DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (a) the Limit of Indemnity (less any amounts already paid as damages) or
- (b) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims except for costs and expenses incurred up to the date of such payment

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

1 EXCLUDED LOCATIONS

liability arising in connection with work on or in

- (a) docks harbours or railways
- (b) watercraft or offshore gas or oil installations
- (c) chemical or petrochemical works oil or gas refineries or storage facilities
- (d) aircraft airports or airfields
- (e) collieries mines or quarries
- (f) power stations
- (g) any installation where nuclear processing is undertaken

2 DEFECTIVE GOODS

the cost of recalling repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

3 LIABILITY UNDER AN AGREEMENT

liability assumed under any contract or agreement which would not have arisen in the absence of such contract or agreement other than as stated in Extension 7

4 FAULTY DESIGN

*liability arising out of advice design formula plan or specification given separately for a fee or other remuneration by or on behalf of the **INSURED***

5 INJURY TO EMPLOYEES

*liability for **INJURY** to any **DIRECTOR PARTNER** or **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED***

6 OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

PUBLIC LIABILITY INSURANCE SECTION

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

7 PROPERTY IN INSURED'S CUSTODY

liability for or arising out of loss of or damage to material property

(i) *in the custody or control of or owned by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***

(ii) *being worked on by or on behalf of the **INSURED** if loss or damage is as a direct result of such work other than*

(a) *personal effects of **DIRECTORS PARTNERS** or **EMPLOYEES***

(b) *premises including their contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon*

8 POLLUTION

*liability in respect of **POLLUTION** or*

***CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or*

***CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence*

which takes place in its entirety at a specific moment in time and place during the Period of Insurance

Provided that

(a) *all **POLLUTION** or **CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*

(b) *the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION** or **CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Indemnity Limit of Indemnity stated in the Schedule*

*but in no event shall this Policy cover any liability in respect of **POLLUTION** or **CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING** or **CONTAMINATING** or **SEEPING SUBSTANCES** or **REMEDIATION** in the United States of America or Canada*

PUBLIC LIABILITY INSURANCE SECTION

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

9 VEHICLES AND CRAFT

liability arising out of the ownership possession or use of any

- (a) mechanically propelled vehicle including anything attached to it
 - (i) used in circumstances where insurance or security is required by law*
 - (ii) where indemnity is provided by any other policy or security**
- (b) watercraft hovercraft or aircraft*

10 PROPERTY DAMAGE EXCESS

the first £250 of any claim for loss of or damage to property

11 DATE RECOGNITION/DISCONTINUITY

*liability of whatsoever nature directly or indirectly caused by or contributed to or arising from the failure of any computer or other equipment or system for processing storing or retrieving data whether the property of the **INSURED** or not and whether occurring before during or after the year 2000*

- (i) correctly to recognise any date as its true calendar date*
- (ii) to capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of
 - (a) treating any date otherwise than as its true calendar date*
 - (b) the operation of any command or instruction which has been programmed into any computer software being a command or instruction which causes the loss of data or information or command or instruction or the inability to capture save retain or correctly to process such data or information or command or instruction on or after any date or*
 - (c) otherwise to function correctly**

PUBLIC LIABILITY INSURANCE SECTION

EXCLUSIONS – continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

12 ASBESTOS

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 in respect of such removal or disposal provided that

1 such activity does not form part of the

INSURED'S usual **TRADE** or **BUSINESS** or contract and

*2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*

3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and

4 an HSE licensed asbestos removal contractor is employed if legally required

(a) to make safe the area in which the discovery is made as soon as is practicable

(b) who has Employers Liability and Public Liability insurances in force

(i) that provide Limits of Indemnity no less than those stated in the Schedule

and

(ii) that do not exclude the work to be carried out

13 MOULD

liability arising out of mould or toxic mould

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 CROSS LIABILITIES

If more than one person is named in the Schedule as the **INSURED** the **COMPANY** will indemnify each person as though a separate Policy had been issued to each person and the **COMPANY** agrees to waive all rights of subrogation against any such person

Provided that the total liability of the **COMPANY** in respect of any occurrence or series of occurrences attributable to one original cause or source shall not exceed the Limit of Indemnity stated in the Schedule

2 LEGAL COSTS AND EXPENSES

The **COMPANY** will pay in addition to the Limit of Indemnity legal costs and expenses incurred with its written consent for

- (a) representation at any coroners inquest or inquiry in respect of any death
- (b) defending in any court of summary jurisdiction of any proceedings in respect of any act or omission relating to any event

which may be the subject of indemnity under this Section

3 DEFECTIVE PREMISES ACT 1972

The **COMPANY** will indemnify the **INSURED** against liability for **INJURY** or **DAMAGE** arising solely by reason of Section 3 of the Defective Premises Act 1972 in connection with premises previously owned by the **INSURED** for purposes pertaining to the **TRADE** or **BUSINESS** and since disposed of by the **INSURED**

The **COMPANY** will not be liable under this Extension

- (a) for **INJURY** or **DAMAGE** happening prior to the disposal of the premises
- (b) for the costs of remedying any defect or alleged defect in the premises disposed of
- (c) if the **INSURED** is entitled to indemnity from any other source

4 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - (i) the Health and Safety at Work etc Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978
 - (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of any person other than a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms conditions and exclusions of the Policy

5 MOTOR CONTINGENT LIABILITY

The **COMPANY** will indemnify the **INSURED** against legal liability arising out of the use by any **EMPLOYEE** for the purposes of the **TRADE** or **BUSINESS** of any motor vehicle not belonging to or provided by the **INSURED**

The **COMPANY** will not be liable under this Extension in respect of

- (a) indemnifying any party other than the **INSURED**
- (b) loss of or damage to such motor vehicle or to property conveyed therein or thereon
- (c) **INJURY** or **DAMAGE** arising while such vehicle is being driven by the **INSURED** or any **PARTNER** or **DIRECTOR**
- (d) legal liability where indemnity is provided under any other insurance or security
- (e) **INJURY** to any **EMPLOYEE**
- (f) **INJURY** or **DAMAGE** occurring outside any country within the European Union

6 LEASED AND RENTED PREMISES

The **COMPANY** will indemnify the **INSURED** against legal liability for loss or damage to premises hired to or rented to the **INSURED** for the purpose of the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**

The **COMPANY** will not be liable under this Extension in respect of

- (a) the first £100 of such loss or damage caused otherwise than by fire or explosion
- (b) liability for loss or damage assumed by the **INSURED** under a tenancy or other agreement which would not have attached in the absence of such agreement

7 CONTRACTUAL LIABILITY

The **COMPANY** will indemnify the **INSURED** in respect of liability in accordance with the cover provided by this Section assumed under contract or agreement where such liability would not have arisen in the absence of such contract or agreement provided that full conduct and control of all claims is vested in the **COMPANY**

The **COMPANY** will not be liable for

- (a) liquidated damages fines or penalties
- (b) **DAMAGE** to material property against which the **INSURED** is required to effect insurance under the terms of clause 21.2.1 of the JCT Standard Form of Building Contract (or any subsequent revision or substitution of clause 21.2.1) or under the terms of any other contract or agreement requiring insurance of a similar kind
- (c) **DAMAGE** to material property brought on to any site of contract or place of work for the purpose of such contract or work
- (d) liability arising from **PRODUCTS** supplied under a contract of sale

PUBLIC LIABILITY INSURANCE SECTION - EXTENSIONS (continued)

These extensions are subject to all other terms Conditions and Exclusions of the Policy

8 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

9 COURT ATTENDANCE COMPENSATION

The In the event of any of the undermentioned persons attending court as a witness at the request of the **COMPANY** in connection with a claim in respect of which the **INSURED** is entitled to indemnity under this Section the **COMPANY** will provide compensation to the **INSURED** at the following rates per day for each day on which attendance is required

- (a) any **DIRECTOR** or **PARTNER** £250
- (b) any **EMPLOYEE** £150

10 DATA PROTECTION ACT 1998

The **COMPANY** will indemnify the **INSURED** against legal liability to pay damages for damage or distress under the provisions of Section 13 of the Data Protection Act 1998

Provided that

- (a) the act or omission from which liability arises is committed during the Period of Insurance in connection with the **TRADE or BUSINESS**
- (b) the **INSURED** is correctly registered in accordance with the requirements of the Data Protection Act 1998 or has applied for such registration which has not been refused or withdrawn

The **COMPANY** will not be liable for

- (i) liability arising from
 - (a) the processing of data for reward
 - (b) the determining of the financial status of a person
 - (c) a deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** from which liability could reasonably be expected by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** having regard to the nature and circumstances of such act or omission
 - (d) any agreement which would not have attached in the absence of such agreement
 - (e) indemnity provided under any other insurance
- (ii) any fine or penalty
- (iii) any costs of replacing reinstating rectifying destroying or erasing any data
- (iv) any amount in excess of the Limit of Indemnity stated in the Schedule

PUBLIC LIABILITY INSURANCE SECTION - CONDITIONS

These Conditions apply in addition to the General Conditions

7 BONA FIDE SUBCONTRACTORS

It is a condition precedent to the liability of the **COMPANY** in respect of work carried out for the **INSURED** or on the **INSUREDS** behalf by any Bona Fide subcontractor that

- (a) payments to Bona Fide subcontractors do not exceed 25% of the **INSUREDS** annual turnover
- (b) the **INSURED** shall check prior to their appointment that such Bona Fide subcontractor holds current Public Liability insurance appropriate to the work to be carried out
- (c) in the event of a claim in relation to work carried out by any Bona Fide subcontractor the **INSURED** shall provide documentary evidence of the Public Liability insurance held by such Bona Fide subcontractor at the time of their appointment to carry out the work

EMPLOYERS LIABILITY INSURANCE SECTION

The Employers Liability Insurance Section is operative only if a Limit of Indemnity is shown for Employers Liability in the Schedule

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses in respect of **INJURY** sustained by any **DIRECTOR** or **EMPLOYEE** arising out of and in the course of employment by the **INSURED** within the **TERRITORIAL LIMITS** and resulting directly from the **TRADE or BUSINESS** during the Period of Insurance

The **COMPANY** will also pay for all legal costs and expenses incurred with its written consent

- (a) in defence of any claims
- (b) for representation at any inquiry in respect of any death

which may be the subject of indemnity under this Section

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** inclusive of all costs and expenses payable under this Section and Extensions of this Section shall be the Limit of Indemnity stated in the Schedule in respect of any one occurrence or all occurrences of a series consequent on or attributable to one original cause or source

DISCHARGE OF LIABILITY

The **COMPANY** having been advised of a claim or an occurrence which might give rise to a claim under this Section will be entitled to pay to the **INSURED** in settlement of its liability for all claims arising out of one occurrence or series of occurrences attributable to one original cause or source either

- (i) the Limit of Indemnity (less any amounts already paid or incurred) or
- (ii) such other amount for which the claim or claims may be settled

The **COMPANY** will then relinquish control of and be under no further liability in respect of such claim or claims

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

1 PASSENGER LIABILITY

*INJURY sustained by any **DIRECTOR** or **EMPLOYEE** while being carried in or on a vehicle or entering or getting onto or alighting from a vehicle in circumstances where compulsory insurance or security covering this risk is required under any road traffic legislation within the **TERRITORIAL LIMITS***

2 OFFSHORE

*liability arising out of any work undertaken or visit **OFFSHORE***

3 EXCLUDED LOCATIONS

INJURY arising in connection with work on or in

- (a) *docks harbours or railways*
- (b) *watercraft or offshore gas or oil installations*
- (c) *chemical or petro chemical works oil or gas refineries or storage facilities*
- (d) *aircraft airports or airfields*
- (e) *collieries mines or quarries*
- (f) *power stations*
- (g) *any installation where nuclear processing is undertaken*

EMPLOYERS LIABILITY INSURANCE SECTION (continued)

EXCLUSIONS - continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

4 ASBESTOS

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 in respect of such removal or disposal provided that

- 1 such activity does not form part of the **INSUREDS** usual **TRADE** or **BUSINESS** or contract and*
- 2 the discovery of asbestos by the **INSURED** is unintentional and accidental and*
- 3 upon discovery of asbestos or products made entirely or mainly of asbestos all work immediately stops and*
- 4 an HSE licensed asbestos removal contractor is employed if legally required
 - (a) to make safe the area in which the discovery is made as soon as is practicable*
 - (b) who has Employers Liability and Public Liability insurances in force
 - (i) that provide Limits of Indemnity no less than those stated in the Schedule and*
 - (ii) that do not exclude the work to be carried out***

EMPLOYERS LIABILITY INSURANCE SECTION - EXTENSIONS

These extensions are subject to all other terms conditions and exclusions of the Policy

1 LEGAL DEFENCE COSTS

The **COMPANY** will be liable for all costs and expenses incurred with its written consent in respect of the defence of

- (a) the **INSURED**
- (b) at the **INSUREDS** request any **DIRECTOR PARTNER** or **EMPLOYEE** against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of
 - (i) the Health and Safety at Work etc Act 1974
 - (ii) the Health and Safety at Work (Northern Ireland) Order 1978

Provided that the offence under such legislation

- (a) is alleged to have been committed during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS**
- (b) relates to the health safety and welfare of a **DIRECTOR** or **EMPLOYEE**

The **COMPANY** will not be liable under this Extension for

- (i) the cost of any fine or penalty
- (ii) legal costs and expenses where indemnity is provided by any other insurance
- (iii) legal costs and expenses arising out of any deliberate act or omission by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**

2 INDEMNITY TO PRINCIPAL

The **COMPANY** will indemnify any **PRINCIPAL** in respect of the legal liability of such **PRINCIPAL** arising out of work carried out by the **INSURED** under a contract or agreement provided that

- (a) an indemnity would have been provided under this Policy had the claim been made against the **INSURED**
- (b) the **PRINCIPAL** complies with and is subject to the terms and Conditions of this Policy in so far as they can apply
- (c) the conduct and control of all claims is vested in the **COMPANY**

3 EMPLOYEES UNSATISFIED DAMAGES

If a judgement for damages or costs in respect of **INJURY** sustained by an **EMPLOYEE** arising out of and in the course of employment or engagement by the **INSURED** in connection with the **TRADE** or **BUSINESS** and arising from an accident occurring within the **TERRITORIAL LIMITS** during the Period of Insurance

- (a) is obtained by such **EMPLOYEE** in any Court situate within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man against any person or corporate body other than the **INSURED** domiciled or operating from premises within those territories and
 - (b) remains wholly or partly unsatisfied six months after the date of such judgement
- at the request of the **INSURED** the **COMPANY** will pay to such **EMPLOYEE** the amount of the damages and costs remaining unsatisfied
- Provided that
- (i) there is no appeal outstanding
 - (ii) the **EMPLOYEE** has assigned the judgement to the **COMPANY**

EMPLOYERS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)

4 COURT ATTENDANCE COMPENSATION

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

- (a) any **DIRECTOR** or **PARTNER** £250
- (b) any **EMPLOYEE** £150

TAX & PROPERTY PROTECTION INSURANCE SECTION

The **COMPANY** will indemnify the **INSURED** against **FEES AND EXPENSES**

- (a) in respect of a **TAX INVESTIGATION** into the **INSUREDS** tax liability being carried out by an officer of Her Majesty's Revenue and Customs during the Period of Insurance
- (b) in pursuit of **PROCEEDINGS** against a Third Party (other than **EMPLOYEE** or former **EMPLOYEE**) following an act or omission occurring during the Period of Insurance relating to property owned by the **INSURED** which results in or is likely to result in
 - (i) physical damage to that property and/or
 - (ii) pecuniary loss to the **INSURED**

LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section is £25,000 per **TAX INVESTIGATION** or **PROCEEDINGS** and limited to £50,000 in the aggregate in the Period of Insurance

SPECIAL CONDITION

This applies in addition to the General Conditions

COMPANYS CONSENT

The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing. This consent will be given if the **INSURED** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **INSURED**. The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred. In all cases the **INSURED** will be advised of the granting or refusal of the **COMPANYS** consent.

EXCLUSIONS

These apply in addition to the other Exclusions in this Section and the General Exclusions

The **COMPANY** will not be liable for

- 1 any **FEES AND EXPENSES** incurred before the **COMPANYS** consent has been given
- 2 any cause event or circumstance occurring prior to the first Period of Insurance under this Policy
- 3 any liability for the costs of a **TAX INVESTIGATION**
 - (a) if at the end of the **TAX INVESTIGATION** the **INSURED** is assessed to tax on profits in any year which are more than 15% greater than the profits the **INSURED** had declared before the investigation started or found to have overstated losses in any year by over 15% more than the losses the **INSURED** had declared before the investigation began
 - (b) which arises out of the **INSUREDS** accounts or returns having been submitted to Her Majesty's Revenue and Customs in a penalty position under the auspices of the Taxes Management Act 1970 or the Finance Act 1998 or which arises out of the **INSURED** not maintaining accurate truthful and up-to-date records

TAX & PROPERTY PROTECTION INSURANCE SECTION (continued)

EXCLUSIONS – continued

These apply in addition to the other Exclusions in this Section and the General Exclusions

*The **COMPANY** will not be liable for*

- 4** *the cost of **PROCEEDINGS** in respect of any claim*
 - (a) arising from a contract made between the **INSURED** and a third party*
 - (b) arising from a lease or licence to occupy land or property and disputes relating to the occupation of land or property owned by the **INSURED** by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on behalf of the **INSURED***
 - (c) involving goods in transit or goods hired or lent to third parties or goods at premises other than those occupied by the **INSURED***
 - (d) involving a motor vehicle belonging to or in the possession of the **INSURED***
 - (e) arising from an appeal against refusal of planning permission*
 - (f) first notified to the **COMPANY** more than 180 days after the termination of this insurance or after the **INSURED** has ceased trading*

EMPLOYMENT & PROSECUTION PROTECTION SECTION

The Employment & Prosecution Protection Insurance Section is only operative if a premium is shown in the Schedule for Employers Liability

1 EMPLOYMENT PROTECTION

The **COMPANY** will indemnify the **INSURED** against **FEES AND EXPENSES** incurred in defending any claim or **PROCEEDINGS** made brought or commenced and notified during the Period of Insurance in connection with the **TRADE** or **BUSINESS** within the **TERRITORIAL LIMITS** following a dispute with an **EMPLOYEE** which arises out of or relates to his contract of employment with the **INSURED** or a breach of employment related legislation The **COMPANY** will also indemnify the **INSURED** against **AWARDS OF COMPENSATION** in connection with such claim or **PROCEEDINGS**

Provided that in all circumstances the **INSURED** has sought the advice of the **LEGAL HELPLINE** before dismissing an **EMPLOYEE** or changing an **EMPLOYEES** contract of employment or if the **INSURED** receives a complaint from an **EMPLOYEE** regarding their contract of employment or any other circumstance which may give rise to a claim as to the procedure to be adopted and has acted on all such advice with due diligence

LIMIT OF INDEMNITY (EMPLOYMENT PROTECTION)

The maximum liability of the **COMPANY** payable under this Section is £25,000 per dispute and limited to £100,000 in the aggregate in the Period of Insurance

SPECIAL CONDITION - COMPANYS CONSENT

This applies in addition to the General Conditions

The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing This consent will be given if the **INSURED** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **INSURED** The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred In all cases the **INSURED** will be advised of the granting or refusal of the **COMPANYS** consent

SPECIFIC DEFINITION

For the purposes of the Employment Protection Insurance only **EMPLOYEE** means only any person under a contract of service or apprenticeship with the **INSURED**

EXCLUSIONS

These apply in addition to the General Exclusions
The **COMPANY** will not be liable

- 1 *for any **FEES AND EXPENSES** incurred before the **COMPANYS** consent has been given*
- 2 *in respect of any cause event or circumstance occurring prior to or within the first 90 days of the first Period of Insurance under this Policy*
- 3 *to pay any fine award or damages incurred*
- 4 *to pay any redundancy payment or any monies due or properly payable arising under or from a contract of employment service agreement or related document or from any related implied or incorporated terms of a contract of service*

EMPLOYMENT & PROSECUTION PROTECTION SECTION (continued)

2 PROSECUTION DEFENCE FOR EMPLOYEES

The **COMPANY** will indemnify an **EMPLOYEE** (including **DIRECTORS** and Officers) against **FEES AND EXPENSES** incurred in the defence of **PROCEEDINGS** arising from any act or omission or alleged act or omission which leads to prosecution of the **EMPLOYEE** in a court of criminal jurisdiction in respect of any matter arising out of his duties as an **EMPLOYEE** of the **INSURED** in the **TRADE or BUSINESS**

LIMIT OF INDEMNITY (PROSECUTION DEFENCE FOR EMPLOYEES)

The maximum liability of the **COMPANY** payable under this Section is £25,000 per dispute and limited to £50,000 in the aggregate in the Period of Insurance

SPECIAL CONDITION - COMPANYS CONSENT

This applies in addition to the General Conditions

The **COMPANYS** consent to incur **FEES AND EXPENSES** must be obtained in writing This consent will be given if the **EMPLOYEE** can satisfy the **COMPANY** that it is reasonable to incur **FEES AND EXPENSES** and there are reasonable prospects of a successful defence of the **EMPLOYEE** The **COMPANYS** consent previously given may be withdrawn at any time when it ceases to be reasonable in the opinion of the **COMPANY** for **FEES AND EXPENSES** to be incurred In all cases the **EMPLOYEE** will be advised of the granting or refusal of the **COMPANYS** consent

SPECIFIC DEFINITION

For the purposes of Prosecution Defence for Employees only **EMPLOYEE** means only any person under a contract of service or apprenticeship with the **INSURED**

EXCLUSIONS

*These apply in addition to the General Exclusions
The **COMPANY** will not be liable for*

- 1 any claim arising from deliberate discrimination by an **EMPLOYEE** (including **DIRECTORS** and officers) amounting to an act of unlawful discrimination*
- 2 fines or other penalties that the **INSURED** or any **DIRECTOR** or **EMPLOYEE** is ordered to pay by a court of criminal jurisdiction*
- 3 any claim arising from a motor prosecution*
- 4 any claim arising from a prosecution of the **INSURED** or any **DIRECTOR** or **EMPLOYEE** alleging
 - (i) intentional obstruction by the **INSURED** of a person in the execution of a warrant issued under the Data Protection Act 1998*
 - (ii) failure by the **INSURED** to give a person executing such a warrant such assistance as he reasonably requires for its execution**
- 5 any claim arising from an incident unconnected with the normal activities of the **INSUREDS TRADE or BUSINESS***
- 6 any claim for **PROCEEDINGS** commenced prior to the inception date of this policy*

GENERAL CONDITIONS — applicable to all sections of the Policy

Conditions 1 to 6 inclusive are all conditions precedent to the liability of the COMPANY

1 OBSERVANCE OF POLICY TERMS

The answers and statements in the **PROPOSAL** are true and complete and the **INSURED** will observe and fulfil the terms Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the **INSURED**

2 REASONABLE PRECAUTIONS

The **INSURED** will take all reasonable precautions to prevent **INJURY** loss or damage and take all reasonable measures to observe and fulfil the requirements of all statutory obligations and regulations

3 PAYMENT OF PREMIUM

- (a) The Premium will be paid when due otherwise all benefit under this Policy will be forfeited and the Policy will be cancelled from the date when the Premium was due
- (b) If the Premium for the Policy is paid through the **COMPANYS** credit scheme
 - (i) it is a condition precedent to the **COMPANYS** liability that each credit payment is made on the due date as required by the repayment schedule of the credit scheme
 - (ii) in the event of a default through non-compliance with credit scheme Terms and Conditions the Policy will be cancelled from the date of the first default
 - (iii) in the event of a default in the repayment schedule occurring through circumstances other than a breach of the Terms and Conditions of a credit scheme then the Policy will be suspended for 21 days in order for the default to be remedied If the default remains unremedied within that time the Policy will be cancelled at the end of that 21 day period

4 ALTERATION OF TRADE OR BUSINESS OR NUMBER OF PERSONS WORKING

The **INSURED** will immediately notify the **COMPANY** in writing of any alteration in the **TRADE** or **BUSINESS** which may increase the risk of **INJURY** or loss or damage including any alteration in the maximum number of persons stated in the Schedule working in the **TRADE** or **BUSINESS**

5 CLAIMS - INSUREDS ACTION

Whenever anything occurs which might give rise to a claim under this Policy the **INSURED** will

- (a) immediately notify the **COMPANY** but no later than 30 days after the date of loss and provide such written information or details as may be required
- (b) immediately notify the Police of any loss or **DAMAGE** by theft or malicious persons
- (c) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (d) not admit liability to any party
- (e) at his own expense produce and furnish to the company such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **COMPANY** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

6 CLAIMS - CO-OPERATION

The **INSURED** will provide all help assistance and co-operation required by the **COMPANY** in connection with any claim

GENERAL CONDITIONS – applicable to all sections of the Policy (continued)

7 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim under this Policy will be entitled to

- (a) undertake in the name of the **INSURED** defence control or settlement of any claim and for its own benefit take proceedings in the **INSUREDS** name to mitigate the loss
- (b) pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
 - (i) the Limit of Indemnity or Sum Insured of the appropriate Section or
 - (ii) such lesser amount for which the claim or claims may be settled

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

This paragraph (b) does not apply to the Employers Liability Insurance Section or the Public Liability Insurance Section

- (c) at its sole option to indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof The **COMPANY** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item Insured more than the Sum Insured thereon

8 PAYMENT OF CLAIMS

In the event of a claim being made under a Policy the Premium for which is paid through the **COMPANYS** credit scheme the **COMPANY** may avail itself of the Terms and conditions of the credit scheme and deduct any sum outstanding from the **INSURED** to the **COMPANY** in respect of the credit facility from any settlement due to the **INSURED** of a claim made under this Policy

9 NON CONTRIBUTION

This Policy does not cover any liability for which indemnity is recoverable under any other policy except for an amount in excess of that recoverable thereunder

10 EMPLOYERS LIABILITY RIGHT OF RECOVERY

Where Employers Liability risks are insured by this Policy the indemnity provided is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **EMPLOYEES** within England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man However the **INSURED** will 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

11 MISDESCRIPTION

The Policy will be voidable in the event of nondisclosure of any material information or fact or misrepresentation or misdescription

12 VALUE ADDED TAX

If the **INSURED** is registered for VAT the **COMPANY** will not pay the VAT element of any **FEES AND EXPENSES** bills

13 DISHONESTY

If any claim under this Policy is in any respect dishonest or if any dishonest means or devices are used by the **INSURED** or any **DIRECTOR** or **PARTNER** or anyone acting on the **INSUREDS** behalf to obtain any benefit under this Policy or if any loss damage or destruction is occasioned by the wilful act or with the connivance of the **INSURED** or any **DIRECTOR** or **PARTNER** then all benefits under this Policy will be forfeited

GENERAL CONDITIONS —applicable to all sections of the Policy (continued)

14 CONTRACTS (RIGHTS OF THIRD PARTIES)

ACT 1999

- (a) This Policy is a contract solely between the **COMPANY** (which term in this Condition shall include Underwriter or Insurer) and the **INSURED** (which term in this Condition shall include **ASSURED**) or **INSUREDS** specifically named in the Policy Schedule. It is not intended to confer any contractual rights on any other person (which term in this Condition shall include the plural bodies corporate and unincorporated associations) unless the **COMPANY** has agreed thereto in writing. The **COMPANY** may at its discretion and on such terms as it shall specify grant to the **INSURED** in writing the power to designate a person who shall then be entitled to such contractual rights under the Policy as may be specified and subject to the due observance of the terms and conditions of the Policy and of this Condition.
- (b) Where the **COMPANY** has granted rights to a person other than the **INSURED** named in the Policy Schedule or where the **COMPANY** has granted to the **INSURED** named in the Schedule the power to designate any other person as being entitled to contractual rights under this Policy such contractual rights shall be subject to the following additional conditions each of which shall be a condition precedent to the liability of the **COMPANY** to grant any indemnity or make any payment to that person under this Policy:
- (i) At the time when such contractual rights were granted to such person the Policy shall have been in full force and no circumstances shall have occurred which whether known or unknown to the **COMPANY** would entitle the **COMPANY** to rescind, cancel or avoid the Policy.
 - (ii) The **INSURED** named in the Schedule shall not be or have been in breach of any term or condition of the Policy.
 - (iii) The **INSURED** named in the Schedule shall have complied fully with any procedures which may be from time to time issued by the **COMPANY** for the recording and notification of particulars of persons granted such contractual rights under the Policy.
- (iv) Up to and at the time of the occurrence of any event which is the subject of any claim under this Policy the person claiming contractual rights under this Policy shall have observed fully all terms and conditions of this Policy in so far as they shall be reasonably capable of being applied to such person and thereafter shall comply with all the terms of the Policy relating to the management of claims as if they were named as the Insured in the Policy Schedule.
- (c) Any right of the **COMPANY** to rescind, cancel or vary this policy shall not be subject to or diminished by the rights of any person who is granted contractual rights under the Policy. Notice of the exercise of such rights (namely to rescind, avoid, cancel or vary this Policy) by the **COMPANY** shall be effective if given in writing and sent to the last known address of the **INSURED** first named in the Policy Schedule. Such notice shall be deemed to be notice to any person having contractual rights under the Policy.
- (d) The maximum limit placed on any benefit sum insured or indemnity payable under this Policy shall not be increased by the number of persons entitled to exercise contractual rights under the Policy and the **COMPANY'S** liability shall not thereby be increased above the amount that would have been payable if the **INSURED** first named in the Policy Schedule was the only person entitled to contractual rights under the Policy.
- (e) The receipt of any person appearing to be entitled to claim under the Policy shall be effective as a receipt on behalf of all such persons who may be entitled to claim under the Policy. The **COMPANY** shall not be under any duty to inquire into the relative priorities of any persons claiming to be entitled to any benefit or indemnity under the Policy.
- (f) All other terms and exclusions of the Policy shall remain in full force and effect.

GENERAL CONDITIONS –applicable to all sections of the Policy (continued)

15 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to the contract however English Law shall apply unless otherwise agreed in writing by the **COMPANY**. Unless otherwise agreed in writing any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English Law and the **INSURED** will submit such dispute or difference to the exclusive jurisdiction of the English Courts

and in such event the **COMPANY** will return a percentage of the premium and tax paid for the current Period of Insurance in accordance with the table below subject to

- 1 no claims having been made and no incidents having arisen that could result in a claim under this Policy
- 2 a minimum premium of £25 plus Insurance Premium Tax being retained by the **COMPANY**

16 COOLING OFF PERIOD

If the **INSURED** decides not to proceed with this insurance within fourteen days of receipt of the Policy documents the **COMPANY** will refund any premium and tax the **INSURED** has paid subject to

- 1 the **INSURED** notifying the broker or organisation that sold the Policy and returning the original Policy schedule and certificates to them within fourteen days of receipt
- 2 no claims having been made and no incidents having arisen that could result in a claim under the policy

Number of months on cover from commencement of the Period of Insurance	Percentage of current Premium returned including Tax
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Within 1 month	80%
Within 2 months	70%
Within 3 months	60%
Within 4 months	50%
Within 5 months	40%
Within 6 months	30%
Within 7 months	20%
Within 8 months	10%
More than 8 months	0%

17 CANCELLATION

The **COMPANY** may cancel this Policy at any time giving fourteen days notice by recorded delivery letter to the **INSUREDS** address last known to the **COMPANY** and in such event the **COMPANY** will return the pro-rata portion of the premium and tax for the unexpired Period of Insurance

18 ARBITRATION

If any difference shall arise as to the amount to be paid under 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 that behalf for the time being in force

Where any difference is by this Condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the **COMPANY**

The **INSURED** may cancel this Policy at any time by giving the **COMPANY** written notice

GENERAL EXCLUSIONS — applicable to all sections of the Policy

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

1 Nuclear Risks

(a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any direct or indirect consequential loss

(b) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

(i) ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from 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

This General Exclusion does not apply to the Employers Liability Section

2 War Risks

any contingency occasioned by or happening through or in consequence of war invasion acts of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power martial law confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any Government or public or local authority

This General Exclusion does not apply to the Employers Liability Insurance Section

3 Pressure Waves

loss damage or destruction occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed

4 Excluded Property and Contingencies

loss damage or destruction to property or liability or contingencies more specifically insured by any other policy or security

5 Fines or Penalties

the cost of fines penalties punitive exemplary aggravated liquidated and multiple damages

6 Fraud

(a) *loss damage or destruction by fraud forgery or deception*

(b) *theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSUREDS** family is concerned as principal or accessory*

7 Northern Ireland

loss damage or destruction to any property in Northern Ireland or loss resulting therefrom or any direct or indirect consequential loss caused by or happening through or in consequence of riot civil commotion strikers persons taking part in labour disturbances or malicious persons

GENERAL EXCLUSIONS (continued)

These apply to all Sections of the Policy and all Clauses Endorsements and Extensions unless otherwise stated

The **COMPANY** will not be liable for

8 Consequential Loss or Damage

direct or indirect consequential loss or damage of any kind or description except where specifically included

9 Terrorism

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

- (a) *any act of TERRORISM regardless of any other cause or event contributing concurrently or in any other sequence to the loss*
- (b) *any action taken in controlling preventing suppressing or in any way relating to any act of TERRORISM*

except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to employees

For the purpose of the Exclusion an act of TERRORISM means an act including but not limited to the use of force or violence and/or the threat (or perceived threat) thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government (de jure or de facto) committed for political religious ideological or similar purposes including the intention to influence any government (de jure or de facto) and/or to put the public or any section of the public in fear

*In any action suit or other proceedings where the **COMPANY** alleges that by reason of this Exclusion any liability death injury loss damage destruction cost or expense is not covered by this Policy (or is covered only up to a specified Limit of Indemnity) the burden of proving that such liability death injury loss damage destruction cost or expense is covered (or is covered beyond the Limit of Indemnity) shall be upon the **INSURED***

In the event any portion of this Exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect



HEALTH AND SAFETY FOR SMALL/MEDIUM SIZED BUSINESSES

How my insurer helps me manage my health and safety risk

Good health and safety standards help you to run your business successfully. Meeting the requirements of relevant regulation is a central factor in achieving this. Insurers recognise the wider benefits to society of encouraging businesses in following sensible, proportionate measures aimed at helping them to carry out their activities.

We are providing this information to help you take sensible steps to manage health and safety effectively.

Insurers will continue to settle legitimate claims. Insurers will also co-operate with businesses such as yours if you need to deal with the consequences of vexatious claims made against you.

Your insurer will always be willing to offer you guidance on what constitutes good practice in managing health and safety. This guidance should be aimed at improving the resilience of your business in dealing with civil law claims made against you, and will be proportionate to the level of risk involved.

Employers' liability vs public liability – what's the difference?

Insurers provide cover for businesses' legal liabilities by issuing:

- employers' liability policies – this covers employers for injury or disease to people they **employ**; and
- public liability policies – this covers businesses for injury, disease or damage to people they **do not employ**, for example visitors.

The law - the Health and Safety at Work etc. Act 1974

- This is the main law on health and safety and says that every employer is to ensure, so far as is reasonably practicable, the health and safety of employees and also persons not in their employment who may be affected by work activities.
- Your insurer expects you to take reasonable steps to comply with this requirement and other related regulations, using the guidance and tools provided by the Health and Safety Executive (or other competent organisations) to help with this aim. You can find more information at www.hse.gov.uk/index.htm.
- Your insurer will not refuse to pay a claim purely because of a breach of health and safety regulations.
- Your insurer will not withdraw cover midterm purely because of a breach of health and safety regulations.

Who is an employee?

There are various forms of employment. Often a working individual may not be engaged under a contract of employment. For this reason, insurers include, under an employers' liability policy, a definition of who is to be treated as an 'employee'. A typical definition would be:

- any person employed under a contract of service or apprenticeship;
- people on work experience schemes, for example, students;
- any person hired or borrowed from another employer including drivers or operators of hired in plant;
- labour only subcontractors; and
- home workers.

All these people are covered while working for and under your control in your business.

Some common concerns

Documentation	<ul style="list-style-type: none"> • Insurers do not generally need you to show any formal evidence that you are keeping to health and safety regulations nor do they ask to see health and safety documents as a condition of granting insurance cover. • <u>However</u>, although it is <u>not</u> a legal or insurance requirement to do so, good record keeping (for example, training records, written risk assessments etc.) may be useful if you need to defend a civil law claim.
Written risk assessments	<ul style="list-style-type: none"> • If you employ fewer than five employees, there is no need for you to complete written risk assessments. <u>However</u>, although completing and recording risk assessments is <u>not</u> a legal or insurance requirement, it may help in defending any civil law claims made against you.
The role of health and safety consultants	<ul style="list-style-type: none"> • You do not need to hire a health and safety consultant. The law says that you must have access to competent health and safety advice – often, this is available from your own staff. • If, however, the complexity or nature of your business indicates that you do need external support, your insurer will normally recommend that you use a health and safety consultant who is listed on the Occupational Safety and Health Consultants Register. You can get more information at www.oshcr.org.
Testing portable electrical appliances	<ul style="list-style-type: none"> • There is no specific legal requirement for every portable electrical appliance to be tested each year and your insurer will not insist upon this when offering you insurance. • However, as you must maintain this equipment suitably to prevent danger, insurers recommend you follow the guidance published by the HSE, available at www.hse.gov.uk/electricity/index.htm. • For specific guidance, read 'Maintaining portable electric equipment in low risk environments', available at www.hse.gov.uk/pubns/indg236.pdf.

More help

Insurers approve the principles set out in the Association of British Insurers' Key Principles document: Health and Safety for Businesses and the Voluntary Sector. This is available at <http://www.abi.org.uk>.

You can also find more guidance on the HSE website available at www.hse.gov.uk.