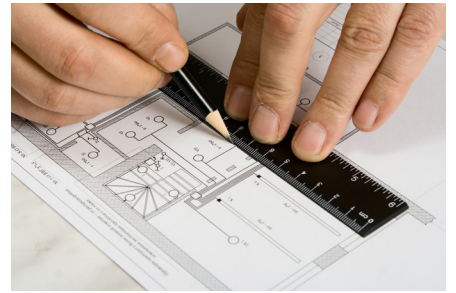


Your Business Insurance

Master Tradesman Plus



Master Tradesman Plus Insurance

Thank you for choosing Covéa Insurance.

This is **Your** Master Tradesman Plus policy. It sets out the details of **Your** insurance contract with Covéa Insurance.

Your premium has been calculated upon the information shown in the policy **Schedule** and recorded in **Your** Statement of Fact.

Please read the policy and **Schedule** carefully to ensure that the cover meets **Your** requirements.

Please contact **Your** insurance broker if **You** have any questions or if **You** wish to make any adjustments.

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Contact Numbers

Commercial Careline 0330 024 2266

Should **You** be unfortunate enough to have to make a claim, **Covéa Insurance Commercial Careline** will manage all aspects of the claim for **You** from the time it is reported.

- Dedicated telephone number – **0330 024 2266**
- By E-mail – newcommercialclaims@coveainsurance.co.uk
- In writing – **Covéa Insurance Commercial Careline, Norman Place, Reading RG1 8DA**

Covéa Insurance Commercial Careline is a service available to customers 24 hours a day, 365 days a year. Staff trained in managing commercial claims will:

- Take details of **Your** claim over the phone, in most cases removing the need for completion of an incident report form.
- Take control of the management of **Your** claim from start to finish and arrange replacement of goods lost or stolen using the latest product information.

Our aim is to bring **Your** claim to a speedy and satisfactory conclusion.

You should refer to General Conditions on page 8 for full details of the claims procedure and requirements.

Business Legal Helpline

As a Covéa Insurance **Policyholder** should **You** require advice on any business legal problem, **You** may use the 24 hour telephone helpline at any time within the **Period of Insurance** of this policy.

This service is provided for **Your** benefit by MSL Legal Expenses Limited, the service is provided 24 hours a day, 7 days a week. However they may need to arrange to call **You** back depending on **Your** enquiry.

To take advantage of this service telephone 0161 603 2203 and quote **Your** policy number shown on **Your** policy **Schedule**.

Advice given to **You** will be confirmed in writing where necessary.

Customer Information

Registration and Regulatory Information

Insurance cover is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA.

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

How to Make a Complaint

It is always **Our** intention to provide a first class standard of service. However, **We** do appreciate that occasionally things go wrong. In some cases the broker who arranged **Your** insurance will be able to resolve any concerns, particularly if **Your** complaint relates to the way the policy was sold and **You** should contact them directly.

Alternatively, please contact **Us** using the following details, quoting **Your** policy or claim number:

Customer Relations, Covéa Insurance, Norman Place, Reading, Berkshire RG1 8DA.

Telephone: **0330 221 0444**

Website: www.coveainsurance.co.uk

Email: customer.relations-rdg@coveainsurance.co.uk

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **Our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **Our** website at www.coveainsurance.co.uk/complaints.

You may be eligible to refer **Your** complaint to the Financial Ombudsman Service. There are a few instances where they will not be able to assist and they will confirm if **Your** complaint is eligible when **You** contact them.

Their contact details are:

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

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to receive compensation from the scheme if **We** cannot meet **Our** obligations.

Further information is available from the **Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU** www.fscs.org.uk.

Choice of Law

The parties to an insurance contract are free to choose the law that will apply. Unless **We** agree in writing with **You** otherwise, this insurance shall be subject to the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business. If there is any dispute, the law of England and Wales shall apply.

How to Cancel Your Policy

If **You** do not want to accept the policy **You** have the right to cancel it within 14 days from the date of purchase of **Your** policy or the day **You** receive **Your** policy documentation, whichever is later. To do this **You** must return the policy documentation to **Your** broker when giving **Your** instruction to cancel.

If cover has not yet started a full refund will be given. If cover has started **We** will refund the premium for the exact number of days left on the policy. No refund will be given if a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**. **We** will also do this if **You** want to cancel the policy within 14 days after the renewal date.

You may cancel the policy at any other time by contacting **Your** broker.

If **You** cancel **Your** policy after 14 days and a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

If no claims have been submitted and there have been no incidents that are likely to give rise to a claim during the current **Period of Insurance**, **We** will refund the premium for the exact number of days left on the policy.

For **Our** rights to cancel **Your** policy please see the **Our Rights to Cancel the Policy Condition** on page 9 of this policy document.

How We Use Your Information

Please visit www.coveainsurance.co.uk/dataprotection for further information about how and when We process Your personal information under Our full Privacy Policy.

The personal information, provided by **You**, is collected by or on behalf of Covea Insurance plc ('we, us, our') and may be used by **Us, Our** employees, agents and service providers acting under **Our** instruction for the purposes of insurance administration, underwriting, claims handling, for research or for statistical purposes.

We may process **Your** information for a number of different purposes. For each purpose **We** must have a legal ground for such processing. When the information that **We** process is classed as "sensitive personal information", **We** must have a specific additional legal ground for such processing.

Customer Information

continued

Generally, **We** will rely on the following legal grounds:

- It is necessary for **Us** to process **Your** personal information to provide **Your** insurance policy and services. **We** will rely on this for activities such as assessing **Your** application, managing **Your** insurance policy, handling claims and providing other services to **You**.
- **We** have an appropriate business need to process **Your** personal information and such business need does not cause harm to **You**. **We** will rely on this for activities such as maintaining **Our** business records and developing, improving **Our** products and services.
- **We** have a legal or regulatory obligation to use such personal information.
- **We** need to use such personal information to establish, exercise or defend **Our** legal rights.
- **You** have provided **Your** consent to **Our** use of **Your** personal information, including sensitive personal information.

How We Share Your Information

In order to sell, manage and provide **Our** products and services, prevent fraud and comply with legal and regulatory requirements, **We** may need to share **Your** information with the following third parties, including:

- Reinsurers, Regulators and Authorised/Statutory Bodies
- Credit reference agencies
- Fraud prevention agencies
- Crime prevention agencies, including the police
- Suppliers carrying out a service on **Our**, or **Your** behalf
- Product providers where you've opted to buy additional cover
- Other insurers, business partners and agents
- Other companies within the Covea Insurance Group

Marketing

We will not use **Your** information or pass it on to any other person for the purposes of marketing further products or services to **You** unless **You** have consented to this.

Fraud Prevention and Detection

In order to prevent or detect fraud and money laundering **We** will check **Your** details with various fraud prevention agencies, who may record a search. Searches may also be made against other insurers' databases. If fraud is suspected, information will be shared with those insurers. Other users of the fraud prevention agencies may use this information in their own decision making processes.

We may also conduct credit reference checks in certain circumstances. **You** can find further details in **Our** full Privacy Policy explaining how the information held by fraud prevention agencies may be used or in which circumstances **We** conduct credit reference checks and how these checks might affect **Your** credit rating.

Automated Decisions

We may use automated tools with decision making to assess **Your** application for insurance and for claims handling processes, such as price rating tools, flood, theft and subsidence area checks and credit checks.

These automated decisions will produce a result on whether **We** are able to offer insurance, the appropriate price for **Your** policy or whether **We** can accept **Your** claim. If **You** object to an automated decision, **We** may not be able to offer **You** an insurance quotation or renewal.

How to Contact Us

Please contact **Us** if **You** have any questions about **Our** Privacy Policy or the information **We** hold about **You**:

The Data Protection Officer, Covea Insurance plc, 50 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JX or email: dataprotection@coveainsurance.co.uk.

Employers' Liability Tracing Office

Certain information relating to **Your** insurance policy including, without limitation, the policy number(s), employer's names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to an electronic database, (the "Database").

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers carrying on, or who carried on, business in the UK and who are covered by the employers' liability insurance of their employers, (the "Claimants"):

- to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- to identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

By entering into this insurance policy **You** will be deemed to specifically consent to the use of **Your** insurance policy data in this way and for these purposes.

Introduction

Each Section of this policy, the Schedule and any endorsements, together with this Introduction, Customer Information and the General Definitions, General Conditions, Claims Conditions and General Exclusions shall be read as one document.

Any word or expression given a specific meaning in:

1. the **Schedule**, and policy endorsements, or this Introduction, the Customer Information and the Definitions, Conditions and Exclusions shall have the same meaning throughout the policy unless **We** state otherwise
2. an individual Section or any Section endorsements shall only have the same meaning throughout such Section or endorsement unless **We** state otherwise.

Any such word or expression given a specific meaning shall be highlighted with a leading capital letter and in bold text within the policy wording.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You**, subject to the terms contained in or endorsed on the policy, in respect of loss **Damage** or liability or pay other benefits which fall within the operative Sections of this policy, provided that the loss, **Damage** or injury which gives rise to the claim occurs (or in the case of the Employer's Liability Section is caused) during the **Period of Insurance** and in connection with the **Business**.

The **Schedule** shows the Sections of the policy that are operative.

IMPORTANT

This policy is a legal contract.

You have a duty to make a fair presentation of the risk which is covered by this policy.

Therefore **You** should ensure that any information **You** have provided to **Us** and the content of any application form, declaration and / or **Statement of Fact** is accurate and complete. Where **You** have provided **Us** with information which relates to matters of **Your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **You** acted in good faith when **You** provided **Us** with such information. If **You** do not comply with **Your** duty to make a fair presentation of the risk, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

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

If **You** are not sure whether certain facts are relevant please ask **Your** broker. If **You** do not tell **Us** about relevant changes, **Your** policy may not be valid or the policy may not cover **You** fully or at all.

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

General Conditions

The following General Conditions shall apply to all Sections of this policy unless otherwise stated.

1. Alteration in the Number of Workers

We must be advised within 14 days if the number of workers exceeds the number specified in the **Schedule** and any additional premium paid unless such workers are temporary **Employees** and **You** are indemnified as agreed in the Temporary Employees Clause of this policy.

2. Alteration in Risk

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

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this policy (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the policy in accordance with General Condition 9 (Our Rights to Cancel the Policy).

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

- (a) terminate the policy back to the date when the alteration occurred, if **We** would have cancelled the policy had **You** told **Us** of the alteration in risk;
- (b) proportionately reduce the amount payable in respect of a claim; and/or
- (c) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** told **Us** of the alteration in risk.

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

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

3. Average

If at the time of any loss the total Sum Insured specified in the **Schedule** is less than 85% of the total value of the property insured **We** shall bear only that proportion of the loss which the total Sum Insured bears to the total of the property insured.

This Condition does not apply to the Public and Products Liability Section or the Employers' Liability Section.

4. Change of Risk or Interest

This policy shall be avoided if:

- (a) **Your** interest ceases other than by death
- (b) the **Business** be wound up or carried on by a liquidator or receiver or permanently discontinued at any time after the commencement of this insurance unless **We** have accepted the change.

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

5. Claims Procedure and Requirements

- (a) It is a condition precedent to **Our** liability that on the happening of any **Bodily Injury** or **Damage** **You** or **Your** legal personal representative shall at **Your** own expense
 - (i) give immediate notice to **Us**
 - (ii) take all reasonable precautions to prevent further **Bodily Injury** or **Damage**
 - (iii) within 30 days submit full details of the incident
 - (iv) supply all estimates information and assistance as may be required
 - (v) send to **Us** any writ summons or other legal process issued or commenced against **You**
 - (vi) notify **Us** immediately of any impending prosecution inquest or fatal accident inquiry
- (b) It is a condition precedent to **Our** liability that **You** shall not negotiate admit or repudiate any liability without **Our** written consent
- (c) **We** shall be entitled
 - (i) to negotiate defend or settle in the name of and on **Your** behalf any claim made against **You** as **We** deem appropriate
 - (ii) to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity damages or otherwise in **Your** name
 - (iii) at any time to pay to **You** the Limit of Indemnity (after deduction of any amount or amounts already paid) or any lesser sum for which a claim or claims can be settled and upon such payment shall be under no further liability in respect of such claim or claims except for **Costs and Expenses** incurred prior to the date of such payment
- (d) It is a condition precedent to **Our** liability that on the happening of any occurrence of **Damage** caused by theft or attempted theft or malicious persons **You** shall give immediate notice to the Police.

General Conditions

continued

6. Contract (Rights of Third Parties) Act 1999

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

7. Fraudulent Claims

For the purposes of this Condition the definition of 'You / Your' will also include any person who is entitled to benefit from the policy to the extent that a claim is made by or on their behalf.

If **You** or anyone acting on **Your** behalf makes a claim which is in any way fraudulent **We**:

- (a) will not pay the claim;
- (b) may recover from **You** any sums already paid by **Us** in respect of the claim; and
- (c) may notify **You** that **We** are treating this policy as having terminated with effect from the time of the fraudulent act.

If **We** do treat this policy as having terminated, **You** will have no cover under this policy from the date of termination and will not be entitled to any refund of premium.

Where a fraudulent claim is made by or on behalf of a person who is not the **Policyholder**, this condition applies only to that person's claim and references to 'this policy' should be read as if they were references to the cover for that person alone and not to the policy as a whole.

Fraudulent claims include but are not limited to:

- (a) making a claim which is fraudulent, fictitious or known to be false
- (b) intentionally exaggerating or inflating a claim
- (c) supporting a claim with false or forged documents, information or statements
- (d) wilfully causing loss, **Damage** or injury

8. Other Insurances

If at the time a claim arises there be any other insurance effected by **You** or on **Your** behalf applicable to such event **Our** liability shall be limited to its rateable proportion thereof.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this policy whether in whole or in part or from contributing rateably then **Our** liability hereunder shall be limited in respect of such **Damage** to any excess beyond the amount which would have been payable under such other insurance had this policy not been effected.

9. Our Rights to Cancel the Policy

We or any agent appointed by **Us** and acting with **Our** authority have the right to cancel **Your** policy where there is a valid reason for doing so. **We** will give **You** fourteen days notice of cancellation in writing, by recorded delivery, to the latest address **We** have for **You** and will set out **Our** reason for cancellation in **Our** letter.

Valid reasons may include but are not limited to:

- (a) not
 - (i) paying a premium when it is due
 - (ii) cooperating with **Us**, or sending **Us** information or documentation that materially affects **Our** ability to process the policy or **Our** ability to defend **Our** interests
 - (iii) taking all reasonable precautions to prevent or minimise **Damage** accident or injury as required by General Conditions – Reasonable Precautions of this policy and failing to put this right when **We** ask **You** to by sending **You** seven days written notice to **Your** latest address
- (b) use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers.

If **We** cancel **Your** policy, **We** will refund the premium for the exact number of days left on the policy.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **Period of Insurance**, **We** will not refund any part of the premium.

For **Your** rights to cancel the policy please see "How to Cancel Your Policy" on page 5 of this policy document.

10. Fair Presentation of the Risk

You must make a fair presentation of the risk when **You** first take out this policy and also whenever **You** renew it or ask **Us** to change **Your** cover.

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible.

We may avoid this policy and refuse all claims where:

- (a) such failure was deliberate or reckless; or
- (b) **We** would not have entered into this policy on any terms had **You** made a fair presentation of the risk.

Should **We** avoid this policy **We**:

- (a) Shall treat the policy as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- (b) shall return the premium paid for the period for which the policy is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless

General Conditions

continued

- (c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the policy is treated as not having existed or require **You** to repay such claims.

Provided that any failure to make a fair presentation of the risk is not deliberate or reckless, if **We** would have entered into or renewed this policy, or agreed to make changes to **Your** cover on different terms had **You** made a fair presentation of the risk, **We** may:

- (a) proportionately reduce the amount payable in respect of a claim; and/or
- (b) treat the policy as if it contained such different terms (other than relating to the premium) that **We** would have applied to the policy had **You** made a fair presentation of the risk.

Any reduction in claims payments or application of different terms will take effect from the date on which the policy started, was renewed or when changes were made to **Your** cover, depending on when **You** failed to make a fair presentation of the risk.

Where **We** elect to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is **70%** of the premium **We** would have charged, **We** will only pay **70%** of any claim.

Where this policy provides benefits to individuals who would, if they had taken out similar insurance in their own name, have done so for purposes wholly or mainly unconnected with their trade, business or profession, **We** will not rely on this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to that particular individual, unless the individual (or **You** on their behalf) makes a careless misrepresentation, in which case **We** may rely on this condition as against that particular individual as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

11. Reasonable Precautions

You must :

- (a) take all reasonable precautions to prevent or minimise **Damage** accident or injury
- (b) maintain in good condition all **Plant Tools** and equipment and shall comply with all statutory and local authority requirements including relevant Building Regulations Codes of Practices and Standards.
- (c) exercise care in the selection of **Employees**
- (d) remedy as soon as possible any defect or danger that becomes apparent.

12. Sanctions

We shall not provide cover or be liable to provide indemnity or pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or any member of **Our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

13. Terms Not Relevant to Actual Loss

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

- (a) is operative only in connection with particular premises or locations;
- (b) is operative only at particular times; or
- (c) is intended to reduce the risk of particular types of injury, loss, **Damage** or liability

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

General Exclusions

The following General Exclusions apply to all Sections unless otherwise stated and in addition to the Exclusions contained in each Section.

We shall not be liable for:

1. War, Government Action and Terrorism

- (a) **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss directly or indirectly caused by or contributed to by or arising from:
 - (i) War Government Action or Terrorism
 - (ii) civil commotion in Northern Ireland
- (b) legal liability of whatsoever nature or any costs and expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions.

For the purpose of this Exclusion and its Liability Provisions:

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

Government Action shall mean martial law, confiscation, nationalisation, requisition or destruction of property by or under the order of any government or public or local authority or any action taken in controlling, preventing, suppressing or in any way relating to war.

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

In any action suit or other proceedings where **We** allege that by reason of this exclusion as far as it relates to Terrorism any **Damage** or resulting loss or expense or indirect loss is not covered by this insurance the burden of proving that such **Damage** loss expense or indirect loss is covered shall be upon **You**.

Liability Provisions

Subject otherwise to the terms definitions exclusions provisions and conditions of this Policy **We** will indemnify **You** under the Employers' Liability Section provided that in respect of any one occurrence or series of occurrences arising out of any one original cause **Our** liability in respect of all legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000.

2. Sonic Bangs

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

3. Radioactive Contamination

Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any indirect loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

As far as concerns **Bodily Injury** caused to any **Employee** of **Yours** if such **Bodily Injury** arises out of and in the course of employment or engagement of such person by **You** this exclusion shall apply only in respect of:

- (i) the liability of any **Principal**
- (ii) liability assumed by **You** under agreement and which would not have attached in the absence of such agreement.

4. Electronic Risk

(this exception shall not apply to Section B - Public and Products Liability, Section C - Employers Liability or Section I - Personal Accident if insured by this policy)

Damage directly or indirectly caused by or consisting of or arising from:

- (a) erasure, loss, distortion or corruption of information on or reduction in the functionality availability or operation of any electronic equipment whether belonging to **You** or not caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus
- (b) the failure of any electronic equipment to recognise accept respond to or process any data or instruction.

However subsequent **Damage** which is otherwise covered by **Your** policy is nevertheless insured.

Section A - Definitions

Certain words in the policy have specific meanings. These meanings are defined below and are printed in bold type. The words carry the same meaning whenever they appear in the policy, unless varied by a definition in a particular Section, and are printed in bold to help You identify them.

Bodily Injury

Bodily injury including death, illness, disease, mental injury, mental anguish or nervous shock but not defamation.

Business

The business as described in the **Schedule** shall include:

1. the ownership, repair, maintenance and decoration of **Your** business premises
2. private work undertaken by any **Employee** with **Your** prior consent for any director partner or other **Employee** of **Yours**
3. the provision and management of canteen, sports, social and welfare organisations for the benefit of **Employees**
4. **Your** fire, security, first aid, medical and ambulance services
5. **Your** participation in exhibitions.

Certificate of Completion

The certificate issued by the architect or engineer confirming substantial completion of the **Contract Works**.

Company/We/Us/Our

Covea Insurance plc.

Contract Price

For any one contract the amount of the estimated cost of the **Contract Works** at inception including the value of **Free Issue Materials** up to but not exceeding the amount stated in the **Schedule** as the Sum Insured in respect of the Contract Works Section.

Contract Site

The situation of the **Contract Works** within the **Territorial Limits** and any area immediately adjacent occupied by **You** directly and solely for the performance of the **Contract Works**.

Contract Works

The temporary or permanent works executed or in course of execution by or on behalf of **You** in the performance of any contract including materials supplied by the reason of the contract for use in connection therewith whilst on or adjacent to the **Contract Site** or in transit by road rail or inland waterway within the **Territorial Limits** to the extent **You** are responsible under contract.

Costs and Expenses

1. Claimants' legal costs for which **You** are legally liable
2. All costs and expenses incurred with **Our** written consent in defending any claim
3. The solicitor's fees incurred with **Our** written consent for representation at proceedings in any court of summary jurisdiction in respect of any alleged act causing or relating to any occurrence which may be the subject of indemnity under these Sections or at any coroner's inquest or fatal accident inquiry.

Damage

Physical loss destruction or damage.

Electronic Data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programs, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employee

Any person while working under **Your** direct control in connection with the **Business** who is:

1. under a contract of service or apprenticeship with **You**
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by **You**
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person performing work under a similar degree of control and direction by **You** as a person under a contract of service or apprenticeship with **You**
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper.

Free Issue Materials

Materials for incorporation into the **Contract Works**

1. issued free to **You** by or on behalf of **Your** employer or **Principal** and
2. for which **You** are responsible under the conditions of the contract

the value of which will not be included in the final valuation of the **Contract Works** carried out or the final **Contract Price** and which are not otherwise excluded.

Section A - Definitions

continued

Goods in Transit

Your Business equipment (excluding **Tools**) stock and materials in trade and goods in trust for which **You** are responsible.

Insured Person

Any **Principal** partner director or **Employee** working in the **Business** and included in the insurance provided by the Public and Products Liability Section.

Maintenance Period

The period designated in any contract entered into by **You** during which **You** are responsible for rectifying defects originating during the performance of the works provided that such period does not exceed 24 months.

Pollution or Contamination

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all **Bodily Injury** or **Damage** directly or indirectly caused by such pollution or contamination.

Period of Insurance

The period beginning with the effective date and ending with the expiry date shown in the **Schedule** and any other period for which **We** accept payment for renewal of this policy.

Plant

Plant equipment site huts or caravans other than **Tools** for use in connection with the **Business**.

Practical Completion

Completion other than decoration and/or the installation of fixtures and fittings unless such work is being undertaken concurrently with the remainder of the **Contract Works**.

Principal

Any person company local authority or other body with whom **You** have entered into a contract or agreement for the performance of work in connection with the **Business**.

Products Supplied

Any goods or materials (including their containers packaging labelling and instructions for use) manufactured sold supplied hired out repaired renovated serviced maintained altered erected installed or treated by **You** or on **Your** behalf in connection with the **Business** and no longer in **Your** charge or control.

Schedule

The document that specifies **Your** details and any Excesses Endorsements and Conditions that are applicable. The Schedule shows the Sections of the policy that are operative.

Territorial Limits

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

Tool(s)

Hand held portable tools and equipment designed to be applied to the work by hand including portable electronic equipment the property of or hired in by an **Insured Person** for use in connection with the **Business**.

You/Your/Policyholder

The person persons or Limited or Public Limited Companies named in the **Schedule**.

Section B: Public and Products Liability

Cover

We will indemnify **You** against

1. legal liability to pay compensation and

2. **Costs and Expenses**

in respect of:

- (a) accidental **Bodily Injury** to any person
- (b) accidental **Damage** to Property
- (c) accidental nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water
- (d) wrongful arrest detention imprisonment or eviction of any person malicious prosecution or invasion of the right of privacy

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

Limit of Liability

Our liability to pay compensation in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Clauses

The following Clauses apply to this Section:

Additional Directors Partners or Employees

Notwithstanding the total number of persons or **Employees** stated in the **Schedule** this policy is extended to include additional partners directors or **Employees** provided that the total number of manual partners directors and **Employees** does not exceed 10. If **You** fail to notify **Us** within 14 days of the engagement of any such additional person other than in respect of temporary **Employees** **We** shall not be liable for the first £500 of each and every claim in addition to any other excess provided for in this Section.

Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
 - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
 - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security firstaid medical or ambulance services in their respective capacities as such
 - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official.

Provided that:

- 1. such persons are not entitled to indemnity under any other policy covering such liability
- 2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
- 3. **We** will retain sole conduct and control of any claim or
- 4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability.

Bona-fide Subcontractors

We will indemnify **You** in respect of work carried out by bona-fide subcontractors working for **You** or on **Your** behalf.

It is a condition precedent to liability under this Clause that

- (a) where any work is undertaken for **You** or on **Your** behalf by any bona-fide subcontractor **You** must prior to their appointment ensure that each bona-fide subcontractor holds current and valid Public Liability insurance appropriate to the work being carried out with a Limit of Indemnity which is no less than the Public Liability limit of this policy
- (b) in the event of a claim under this Clause **You** shall provide documentary evidence of the Public Liability insurance held by the bona-fide subcontractors at the time of their appointment to work for **You**
- (c) annual payments to bona-fide subcontractors shall not exceed £50,000 per annum or **25%** of **Your** annual turnover whichever is greater unless agreed to the contrary by **Us**.

Contractual liability

We will indemnify **You** in respect of liability assumed by **You** under any contract or agreement for work in connection with the **Business** other than

- (a) for liquidated damages or fines or penalties
- (b) any agreement to obtain indemnity under this Section for or on behalf of anyone other than **You** except as provided for in the Additional Persons Insured Clause or as otherwise agreed by **Us** and endorsed onto the policy
- (c) in respect of property the subject of Clause 6.5.1 of the Joint Contracts Tribunal Standard Form of Building Contract 2005 Edition (or any subsequent amendment or replacement Clause) in the terms of which **You** are required to effect insurance
- (d) liability imposed on **You** solely by reason of the terms of any contract conditions or agreement in connection with any **Product Supplied**
- (e) for **Damage** to property forming the subject of a contract of agreement for work therein or thereon including any **Costs and Expenses** incurred in connection therewith when liability attaches to **You** solely by reason of the terms of the contract or agreement.

Section B: Public and Products Liability

continued

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You** which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

We will not indemnify **You** under this Clause in respect of:

- 1. any prosecutions unless they relate to the death of any person other than an **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
- 2. (a) the payment of fines or penalties
(b) any remedial or publicity orders or any steps required to be taken by such orders
- 3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy
- 4. any proceedings resulting from any deliberate act or omission by **You**.

Court Attendance Costs

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

The maximum **We** will pay for:

- (a) **You**, each director or partner is £500 per day
- (b) each **Employee** is £250 per day.

Cross Liability

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Defective Premises Act 1972

We will indemnify **You** in respect of legal liability incurred by **You** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any business premises or land which has been disposed of by **You**.

Provided that this indemnity shall not apply to:

- (a) the cost of rectifying any **Damage** or defect in premise or land disposed of
- (b) liability for which **You** are entitled to indemnity under another insurance policy.

Fee for Intervention

We will indemnify **You** in the event that **You** shall become legally liable to pay a Fee for Intervention to the Health and Safety Executive as a result of **You** committing a material breach of health and safety law provided that

- (a) such material breach is
 - (i) is alleged to have been committed during the **Period of Insurance** in connection with the **Business** within the **Territorial Limits**
 - (ii) relates to the health safety and welfare of any person including Director or Employee
- (b) **We** will not be liable under this Extension for
 - (i) the cost of any fine or other penalty
 - (ii) any Fee for Intervention arising out of any deliberate act or omission by **You** or any Director Partner or Employee
 - (iii) the first **£250** in respect of each and every claim
 - (iv) any amount in excess of **£1,000** in respect of each and every claim in total under this Extension and any other Extension under this Policy providing indemnity for payment of a Fee for Intervention to the Health and Safety Executive.

General Data Protection Regulations

We will indemnify **You** in respect of legal liability under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and the equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time), in connection with personal data (as defined in the Regulation) processed by **You** provided that **We** will not be liable for:

- (a) the payment of fines and penalties
- (b) the cost of replacing reinstating rectifying or erasing any personal data.

Our liability shall not exceed £1,000,000 or the Limit of Indemnity shown in the **Schedule**, whichever is the lower, during any one **Period of Insurance** inclusive of costs and expenses.

Health and Safety at Work etc Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

Section B: Public and Products Liability

continued

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Jury Service Compensation

We will indemnify **You** in the event of any Director Partner or Employee of **Yours** attending court for jury service. **We** will provide compensation to **You** at a maximum rate of **£250** per day for each day on which attendance is required subject to a maximum limit of liability of **£1000** in any one **Period of Insurance**.

Motor Contingent Liability

Notwithstanding Exclusion 3 of this Section **We** will indemnify **You** against legal liability arising out of the use of any motor vehicle not belonging to or provided by **You** and being used in the course of the **Business** anywhere in **Territorial Limits**.

Provided that this indemnity will not apply

- (a) in respect of **Damage** to the vehicle or to property conveyed therein
- (b) while such vehicle is being driven by
 - (i) **You**
 - (ii) any person who to **Your** knowledge or that of **Your** representatives does not hold a licence to drive the vehicle unless such a person has held and is not disqualified from holding or obtaining such a licence
- (c) to liability for which **You** are entitled to indemnity under another insurance policy.

Overseas Personal Liability

We will indemnify **You** and at **Your** request any director partner or **Employee** of **Yours** or any family member accompanying them while temporarily outside the **Territorial Limits** in connection with the **Business** against legal liability as defined in this Section incurred in a personal capacity.

Provided that this indemnity shall not apply:

- (a) to liability arising out of the ownership or tenure of any land or building
- (b) where indemnity is provided by any other insurance.

Temporary Employees

We will indemnify **You** in respect of temporary **Employees**. Cover is provided under this Clause to a maximum of 50 man-days worked in any one **Period of Insurance**.

This Clause does not remove the need to declare changes in Employee numbers as required by General Condition 1 of this policy.

Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

Conditions

The following conditions apply to this Section in addition to the General Conditions at the front of this policy.

Application of Heat and Fire Precautions

This condition does not override any Endorsement on the policy excluding the use or application of heat.

It is a condition precedent to **Our** liability that whenever work is undertaken away from **Your** premises involving the use of:

- (a) electric oxy-acetylene welding or flame cutting equipment
- (b) blow lamps, blow torches or hot air guns
- (c) tar, bitumen or asphalt heaters
- (d) angle grinders
- (e) or any other work that requires, uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials

the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

1. a thorough examination of the immediate vicinity of the work shall be completed and all combustible materials must be cleared to a distance of not less than 10 metres from the point of work so as to be safe from the danger of ignition by direct or conducted heat
2. where there is a danger of ignition either directly, or by conduction of heat through any partitions or walls, the area on the other side must be examined and any combustible material must be removed
3. combustible floors and other combustible property which cannot be moved must be covered and fully protected by overlapping sheets of non-combustible material or equivalent protection

Section B: Public and Products Liability

continued

4. at least one fire extinguisher made and serviced in accordance with current European standards, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
5. the ignition and operation of all equipment shall be strictly in accordance with the manufacturer's instructions
6. no lighted or switched on equipment is to be left unattended and hot tools and hot tips not in use are to be placed in incombustible containers
7. for one hour after completion of each period of work involving the application of heat a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals
8. whenever tar, bitumen, asphalt or pitch heaters are in use away from **You** premises they should be located at ground level and in the open air and any tar, bitumen, asphalt or pitch should be carried in a suitable vessel.

Flammable Solvents

It is a condition precedent to **Our** liability that whenever solvents or glues with a flashpoint below 23 degrees Centigrade are used the additional precautions specified below will be complied with by **You** and/or any **Employee** and/or any of **Your** Sub Contractors whenever work is undertaken away from **Your** own premises

- (a) smoking by **Your Employees** or Sub Contractors must not take place
- (b) no appliance for the application or supply of heat is to be used
- (c) prior to commencement of work the site of work is to be checked by **You** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained where **You** or **Your Employees** or Sub Contractors are working.

Damage to Property Under the Ground

It is a condition precedent to **Our** liability that whenever digging or excavation work is undertaken the following precautions will be complied with by **You** and any **Employee** or any of **Your** Sub Contractors:

- (a) ensure all reasonable measures are taken to identify the location of all pipes cables and other underground services before any work is commenced which may involve a risk of **Damage** to such underground services
- (b) keep a written record of the measures taken to locate such underground services
- (c) ensure the adoption of a method of work which minimises the risk of **Damage** to such underground services.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We will not indemnify **You** in respect of liability arising from:

1. **Bodily Injury** to any **Employee** arising out of and in the course of the employment or engagement of such persons by **You**
2. **Damage** to property owned by hired to or in the custody or control of **You** or any **Insured Person** other than:
 - (a) personal effects including motor vehicles and their contents belonging to any director partner **Employee** guest or visitor of **Yours**
 - (b) premises temporarily occupied by **You** for the purposes of undertaking work in connection with the **Business**
 - (c) premises (including its fixtures and fittings) leased hired or rented to **You** provided that **We** will not be liable in respect of liability assumed by **You** under a tenancy or other agreement which would not have attached in the absence of such agreement.
3. **Bodily Injury** or **Damage** arising from **Your** ownership possession use or control or on **Your** behalf
 - (a) any locomotive aircraft watercraft (other than hand propelled craft of less than 20 feet in length) or hovercraft
 - (b) any mechanically propelled vehicle or trailer attached thereto other than
 - (i) any vehicle not licensed for road use
 - (ii) any vehicle while being used as a tool of trade
 - (iii) the loading or unloading of any vehicleprovided that **You** are not entitled to indemnity from any other source and that this policy shall not apply to liability for which compulsory insurance or other security is required by any road traffic legislation.
4. **Bodily Injury** or **Damage** arising from
 - (a) any Product outside the Territorial Limits
 - (b) the failure of partial failure of any fire security or warning device to fulfil its intended function
5. **Bodily Injury** or **Damage** arising from or contributed to by any design plan specification or advice provided
 - (a) for work not undertaken by **You** or
 - (b) by any Architect Quantity Surveyor or Consulting Engineer or
 - (c) by any person other than **You**.

Section B: Public and Products Liability

continued

6. the cost of recalling removing repairing replacing reinstating or in any other way making good or providing compensation in place of
 - (a) any **Product Supplied** if such liability arises from any defect therein or the harmful nature or unsuitability thereof
 - (b) defective work.
7. **Pollution or Contamination** other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance** and **Our** liability for all compensation payable in respect of all **Pollution or Contamination** which is deemed to have occurred during any one **Period of Insurance** shall not in aggregate exceed the amount shown as the Limit of Indemnity in the **Schedule**.
8.
 - (a) exposure to
 - (b) inhalation of
 - (c) fears of the consequences of exposure to or inhalation of
 - (d) the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of
asbestos including any products containing asbestos.
9. the giving of or application of any hair or beauty treatment.
10. the first amount of each and every claim in respect of **Damage** to:
 - (a) underground pipes cables or services - £500
 - (b) property caused by or arising from the use of welding or heat cutting equipment blow lamps or blow torches hot air guns or any other work involving the use or application of heat - £500
 - (c) property other than as provided for in (a) and (b) above - £100
11. liability arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.

12. **Bodily Injury** or **Damage** caused by or in connection with any work on or in:
 - (a) docks wharves piers 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 aerodromes or airfields
 - (e) power stations
 - (f) nuclear power stations
 - (g) any installation where nuclear processing is undertaken
 - (h) towers steeples chimney or well shafts blast furnaces viaducts bridges flyovers dams tunnels motorways quarries mines or collieries.
13.
 - (a) authorised or unauthorised transmission of **Electronic Data**
 - (b) the content of any website, **Your** email, intranet or extranet
 - (c) erasure, loss, distortion, corruption or alteration of **Electronic Data** or any loss of use resulting in reduction of functionality
 - (d) failure of electronic, electromechanical data processing or electronically controlled equipment or **Electronic Data** to correctly recognise any given date or to process data or to operate properly due to a failure to recognise any given date.

Section C: Employers' Liability

(This Section is not operative unless specific reference is made to it in the current policy Schedule)

Cover

We will indemnify **You** against

1. legal liability to pay compensation and
2. **Costs and Expenses**

in respect of **Bodily Injury** caused during the **Period of Insurance** to any **Employee** arising out of and in the course of employment or engagement of such person by **You** in connection with the Business within the **Territorial Limits**.

Limit of Liability

Our liability to pay compensation and **Costs and Expenses** in respect of any one claim or series of claims against **You** arising out of one original cause shall not exceed the Limit of Liability stated in the **Schedule**.

Clauses

The following Clauses apply to this Section:

Additional Persons Insured

We will subject to the terms of this Section indemnify:

- (a) in the event of the death of any person entitled to indemnity under this Section the deceased's legal personal representatives but only in respect of liability incurred by such deceased person
- (b) at **Your** request:
 - (i) any of **Your** directors **Your** partners or **Employees** in respect of liability arising in connection with the **Business** provided that **You** would have been entitled to indemnity under this Section if the claim had been made against **You**
 - (ii) any officer committee or member of **Your** canteen sports social or welfare organisations fire security first aid medical or ambulance services in their respective capacities as such
 - (iii) any of **Your** directors or senior officials in respect of private work undertaken by any **Employee** for that director or senior official.

Provided that:

1. such persons are not entitled to indemnity under any other policy covering such liability
2. each person will as though they were **You** observe fulfil and be subject to the terms of this policy insofar as they can apply
3. **We** will retain sole conduct and control of any claim or
4. where **We** are required to indemnify more than one party **Our** total liability will not exceed the Limit of Liability.

Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify **You** in respect of:

- (a) legal fees and expenses incurred with **Our** prior written consent for defending prosecutions, including appeals against convictions
- (b) costs of prosecution awarded against **You**

which arise from criminal proceedings for any offence as defined in Section 1 of the Corporate Manslaughter and Corporate Homicide Act 2007.

The total amount payable under this Clause in respect of all claims occurring during any one **Period of Insurance** is limited to £1,000,000.

We will not indemnify **You** under this Clause in respect of:

1. any prosecutions unless they relate to death caused to any **Employee** occurring within the **Territorial Limits** during the **Period of Insurance** happening in connection with the **Business**
2.
 - (a) the payment of fines or penalties
 - (b) any remedial or publicity orders or any steps required to be taken by such orders
3. defence costs and expenses and costs of prosecution awarded against **You** for which **You** are entitled to indemnity under any other policy or would have been entitled to an indemnity but for the existence of this policy
4. any proceedings resulting from any deliberate act or omission by **You**.

Court Attendance Costs

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

The maximum **We** will pay for:

- (a) **You**, each director or partner is £500 per day
- (b) each **Employee** is £250 per day.

Cross Liability

Where the **Policyholder** comprises more than one party **We** will treat each party as if a separate policy had been issued to each provided that nothing in this Clause will increase **Our** liability beyond the amount for which **We** would have been liable had this Clause not applied.

Fee for Intervention

We will indemnify **You** in the event that **You** shall become legally liable to pay a Fee for Intervention to the Health and Safety Executive as a result of **You** committing a material breach of health and safety law provided that

Section C: Employers' Liability

continued

- (a) such material breach is
 - (i) is alleged to have been committed during the **Period of Insurance** in connection with the **Business** within the **Territorial Limits**
 - (ii) relates to the health safety and welfare of any person including Director or Employee
- (b) **We** will not be liable under this Extension for
 - (i) the cost of any fine or other penalty
 - (ii) any Fee for Intervention arising out of any deliberate act or omission by **You** or any Director Partner or Employee
 - (iii) the first **£250** in respect of each and every claim
 - (iv) any amount in excess of **£1,000** in respect of each and every claim in total under this Extension and any other Extension under this Policy providing indemnity for payment of a Fee for Intervention to the Health and Safety Executive.

Health and Safety at Work etc Act 1974

We will indemnify **You** against legal costs and expenses incurred with **Our** written consent for defending prosecutions for a breach of the Health and Safety at Work etc. Act 1974 or similar legislation in Northern Ireland the Channel Islands or the Isle of Man committed or alleged to have been committed in the course of the **Business** during the **Period of Insurance**.

We will also pay prosecution costs awarded and the costs incurred with **Our** written consent in appealing against any judgement given. Provided that this indemnity shall not apply to the payment of fines or penalties.

Indemnity to Principals

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Temporary Employees

We will indemnify **You** in respect of temporary **Employees**. Cover is provided under this Clause to a maximum of 50 man-days worked in any one **Period of Insurance**.

This Clause does not remove the need to declare changes in **Employees** as required by General Condition 1 of this policy.

Work Overseas

The indemnity provided shall extend to apply:

- (a) within any member country of the European Union outside the **Territorial Limits** where any person is temporarily engaged in connection with the **Business** of the **Policyholder**
- (b) elsewhere in the world where any person is temporarily engaged in non-manual work in connection with the **Business** of the **Policyholder**.

Unsatisfied Court Judgements

In the event of a judgment for damages being obtained by any **Employee** or their personal representatives in respect of Bodily Injury caused to the **Employee** during any **Period of Insurance** and occurring in connection with the **Business** against any person or company operating from premises within the **Territorial Limits** in any court situated in these territories and remaining unsatisfied in whole or in part six months after the date of such judgment **We** will at **Your** request pay to the **Employee** or their personal representatives the amount of such damages and any awarded costs to the extent that they remain unsatisfied.

Provided that:

- (a) there is no appeal outstanding
- (b) if any payment is made under the terms of this Clause the **Employee** or their personal representatives shall assign the judgement to **Us**.

Conditions

The following conditions apply to this Section in addition to the General Conditions at the front of the policy.

Certificate of Employers' Liability

If this policy or Section is cancelled any Certificate of Employers' Liability insurance provided by **Us** is similarly cancelled from the same date.

Our Right of Recovery

The indemnity provided by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in the **Territorial Limits** but **You** shall repay to **Us** all sums **We** would not have been liable to pay but for the provisions of such law.

Section C: Employers' Liability

continued

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of **Bodily Injury**

1. caused to any **Employee** (other than the driver) being carried in or upon a vehicle or entering or getting on to or alighting from a vehicle where such **Bodily Injury** is caused by or arises out of the use by **You** of a vehicle on a road.

For the purposes of this exclusion the expression "vehicle", "use" and "road" shall have the same meaning as in Part VI of the Road Traffic Act 1988.

2. arising in connection with any visits to or work on any offshore rig or platform. A visit to or work on any offshore rig or platform shall be deemed to commence at the time of embarkation onto a conveyance at the point of final departure to such rig or platform and continue until the time of disembarkation from a conveyance onto land on return from an offshore rig or platform.
3. liquidated damages fines or penalties
4. punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

Section D: Tools Cover

(This Section is not operative unless specific reference is made to it in the current policy Schedule)

(If Endorsement 24 is shown on the Policy Schedule this Section is operative for Standard Cover only which excludes loss or theft from any unattended motor vehicle)

Cover

We will indemnify the **Insured Person** in respect of **Damage to Tools** occurring during the **Period of Insurance** and within the **Territorial Limits** provided that such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Our liability in respect of the amount payable to any one **Insured Person** shall not exceed:

1. the Sum Insured stated in the **Schedule**
2. **£500** in respect of any one **Tool** or 20 % of the sum insured whichever is greater.

Exclusions

The following exclusions apply to this Section, in addition to the **General Exclusions at the front of this policy**.

We shall not be liable under this Section in respect of:

1. indirect loss of any kind
2. **Damage to Tools** due or attributable to
 - (a) wear tear rust corrosion mildew or other gradual deterioration or vermin or insect
 - (b) any process of cleaning repair or restoration
 - (c) its own mechanical electrical or electronic breakdown failure or derangement
3. **Damage** which is not traceable to an identifiable occurrence or which is caused by deception
4. **Damage to Tools** caused by theft or attempted theft if it is left unattended unless it is contained in a securely locked motor vehicle trailer or room or box and there is evidence of forcible and violent entry to or exit from the motor vehicle trailer or room or box
5. **Damage to Tools**
 - (a) occurring while lent to or being used by anyone other than an **Insured Person** or an **Employee**
 - (b) while hired out
6. **Damage** to ladders generators transformers or any other equipment or **Tool** not designed to be applied directly to the work by hand

7. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment caused by theft or attempted theft from any unattended motor vehicle unless the vehicle is securely locked and the insured property is hidden from view.
8. **Damage** to portable computers and ancillary equipment and/or portable telecommunication equipment caused by programming or operator error, virus or similar mechanism of hacking including where this results from the actions of malicious persons or thieves
9. **Damage to Tools** more specifically insured elsewhere
10. the first amount of each and every claim for **Damage**
 - (a) caused by theft or attempted theft from any unattended motor vehicle or trailer not contained in a securely locked building or guarded security park - **£250**
 - (b) from any cause other than (a) above - **£60**.

Basis of Claims Settlement

The basis of settlement of any claim in respect of **Tools** shall be:

- (a) where a **Tool** is damaged, the cost of replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than its condition immediately prior to the **Damage**
- (b) where a **Tool** is lost, destroyed or damaged beyond repair, the cost of its replacement by similar property in a condition as good as, but not better or more extensive than its condition immediately prior to the **Damage**.

Section E: Goods in Transit

(This Section is not operative unless specific reference is made to it in the current policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to goods pertaining to the **Business** whilst in or on or being loaded into or onto or unloaded from any motor vehicle within the **Territorial Limits** and owned by or operated by **You** or under **Your** direct control.

Our liability shall not exceed **£2,000** in respect of any one occurrence.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. **Damage** caused by deterioration or any inadequate packing or insulation
2. **Damage** caused by theft or attempted theft from any unattended vehicle unless
 - (a) the vehicle is securely locked at all points of access
 - (b) between the hours of 9pm and 6am the vehicle is kept within a securely locked building
3. **Damage** due to delay or any other indirect loss.

Section F: Contract Works

(This Section is not operative unless specific reference is made to it in the current policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to the **Contract Works** occurring during the **Period of Insurance** provided that

1. **Our** liability shall not exceed the maximum **Contract Price** stated as the Sum Insured in the **Schedule**. The Sum Insured by this section is subject to Average
2. such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

The following clauses apply to this Section:

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage** **You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of any one occurrence of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

Debris Removal and Professional Fees

We will indemnify **You** in respect of costs and expenses necessarily incurred by **You** with **Our** consent for

- (a) (i) removing debris
(ii) dismantling and/ or demolishing
(iii) shoring up propping and fencing off
(iv) clearing and/or repairing drains and service mains on site
- (b) professional fees in connection with the reinstatement or repair of the **Contract Works** following **Damage** but not for preparing any claim.

Free Issue Materials

The **Contract Works** will include any **Free Issue Materials** provided **You** include their value in the **Contract Price**.

Increase in Contract Price

In the event of any increase in the **Contract Price** during the **Period of Insurance** the Sum Insured stated in the **Schedule** shall be deemed to be increased in like proportion up to but not exceeding **20%** of the Sum Insured.

Indemnity to Principal

We will at **Your** request indemnify any **Principal** to the extent required by the contract between **You** and the **Principal** in respect of liability arising from the performance of work by **You** for such **Principal**.

Provided that:

- (a) **We** shall retain sole conduct and control of any claim
- (b) the **Principal** shall observe fulfil and be subject to the terms conditions exclusions and limits of this Section insofar as they can apply.

Local Authorities

We will indemnify **You** in respect of the additional cost of reinstatement of the **Contract Works** as may be incurred solely by reason of the necessity to comply with any Act of Parliament or Bye-Laws of any Municipal or Local Authority provided that

1. the amount recoverable under this Clause shall not include
 - (a) costs incurred in complying with any of the said Regulations or Bye-Laws
 - (i) which can be recovered elsewhere
 - (ii) under which notice had been served upon **You** prior to the happening of the **Damage**
 - (b) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reasons of compliance with any of the said Regulations or Bye- Laws
2. the work of reinstatement shall be commenced and carried out within twelve months of **Damage**.

Maintenance Period Indemnity

Notwithstanding Exclusion 2(f)(i) We will indemnify **You** in respect of **Damage** to any part of the **Contract Works** occurring during the **Maintenance Period** relating to that part and for which in the terms of the contract **You** are responsible

- (a) arising from a cause occurring prior to such **Maintenance Period**
or
- (b) caused by **You** in the course of work undertaken to comply with any terms of the contract relating to such **Maintenance Period**.

Off Site Storage

We will indemnify **You** in respect of materials allocated to any contract whilst temporarily stored anywhere within the **Territorial Limits** provided **You** are responsible for them.

Overtime and Other Costs

In respect of any **Damage** for which **You** are entitled to indemnity under this policy We will indemnify **You** in respect of the reasonable additional costs of overtime shift working bonus payments plant hire charges express delivery and similar expenses necessarily incurred by **You** with **Our** consent to expedite the reinstatement or repair of the **Contract Works**.

Section F: Contract Works

continued

Provided that

- (a) such additional costs shall not in any way contribute to completion of any part of the **Contract Works** sooner than that part would have been completed had such **Damage** not occurred
- (b) **Our** liability in respect of such additional costs shall not exceed **10%** of the **Contract Price**.

Plans and Specifications

The Sum Insured stated in the **Schedule** is deemed to include plans specifications and other documents in respect of which **Our** liability shall be limited to the replacement of such plans specifications and documents essential for completion of the contract and shall not exceed their value as stationery together with the cost of labour in writing up redrawing or reproducing such plans specifications and documents excluding the value of or cost of retrieving information contained therein.

Prospective Purchasers Temporary Accommodation

In respect of private houses bungalows flats or maisonettes built by **You We** will at **Your** request pay the prospective purchasers reasonable costs of other comparable temporary accommodation in the event of the property suffering **Damage** as insured by this Section which occurs between exchange of contracts and completion and which prevents the purchaser from moving into the property on the completion date provided that

- (a) **Our** maximum liability under this Clause shall not exceed **10%** of the purchase price of the property or £10,000 whichever is the lesser
- (b) the property is not insured elsewhere
- (c) the purchaser observes the terms and conditions of this policy.

Show Properties

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

The maximum **We** will pay in respect of the contents of any one show property is £10,000.

Speculative Building

We will indemnify **You** in respect of **Damage** to private dwellings **You** have erected on a speculative basis but Cover shall cease from

- (a) the date such property is sold let or leased
- (b) three months after the date of **Practical Completion** whichever is the earlier.

Where the property comprises several units within one block then part 1 of this Clause shall apply to each individual unit but Cover in respect of the whole block shall not exceed 3 months from the date of **Practical Completion** if parts of it are still unsold unlet or unleased.

Sub Contractors Waiver of Subrogation

In respect of any contract awarded under the JCT Standard form of Building Contract and insured under this Section the following alterations to this Section shall apply but only in respect of the **Contract Works**.

In respect of **Damage** to the **Contract Works** by any of the specified perils defined in the contract it is agreed that so far as is required by the said contract **We** will not pursue any rights of subrogation against subcontractors directly engaged by **You** provided that the subcontractor shall as if they were **You** observe fulfil and be subject to the terms exclusions and conditions of this policy.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. (a) the first £250 of each and every claim for **Damage** not caused by theft attempted theft or malicious damage
- (b) the first £500 of each and every claim for **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to
 - (a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
 - (b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
 - (c) any part or the **Contract Works** while in transit by sea or air
 - (d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
 - (e) any pre-existing structure building or other property at the **Contract Site** or any contents therein
 - (f) any part of the **Contract Works**
 - (i) in respect of which a **Certificate of Completion** has been issued unless such **Damage** be occasioned within 14 days of the date of issue of a **Certificate of Completion** but only to the extent **You** are responsible under the conditions of the contract
 - (ii) which has been handed over to the **Principal**

Section F: Contract Works

continued

(iii) which is in occupation or use by or in possession of the **Principal** or with **Your** permission any other person for any purpose other than the performance of the contract

(iv) which arises after **Practical Completion** where no **Certificate of Completion** is to be issued.

3. **Damage** to any part of the **Contract Works** due to or attributable to
 - (a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
 - (b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
 - (c) any defect in the materials or workmanship
 - (d) any faulty or defective design plan or specification of or advice relating to that part
4. **Damage** for which **You** are not responsible under the terms of the contract
5. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
6. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind
7. theft from any unattended motor vehicle or trailer unless it is contained in a securely locked building and there is evidence of forcible and violent entry to or exit from the building
8. **Damage** arising from
 - (a) the making of sewers or other excavations exceeding in any part a depth of 3 metres from the surface
 - (b) any work connected with tunnels reservoirs dams viaducts bridges or mines
 - (c) any work in under or over water
9. **Damage** to the **Contract Works** upon which work has been suspended for a period in excess of 30 days
10. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment
11. **Damage** caused by **Pollution or Contamination** other than that to the **Contract Works**.

Section G: Own Plant

(This Section is not operative unless specific reference is made to it in the current policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to **Plant** owned by **You** whilst at the **Contract** Site in transit or at **Your** premises provided that

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule** or £25,000 in respect of any one item. The Sum Insured is subject to average
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

The following clauses apply to this Section:

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any **Damage** **You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. (a) the first £250 of **Damage** not caused by theft attempted theft or malicious damage
(b) the first £500 of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to
(a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
(b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space

(c) **Plant** while in transit by sea or air

(d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade.

3. **Damage** to any part of the **Plant** due to or attributable to

(a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect

(b) the mechanical electrical or electronic breakdown failure or derangement or explosion

4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence

5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind

6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority

7. **Damage** to portable computers and ancillary equipment and/or portable telecommunications equipment

8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building

9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:

(a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building

(b) in transit but excluding

(i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access

(ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building.

Section H: Hired in Plant

(This Section is not operative unless specific reference is made to it in the current policy Schedule)

Cover

We will indemnify **You** in respect of **Damage** to **Plant** hired in by **You** whilst at the **Contract Site** in transit or at **Your** premises provided that

1. **Our** liability shall not exceed the Sum Insured as stated in the **Schedule**
2. Such indemnity shall be by payment or at **Our** option by reinstatement or repair.

Clauses

The following clauses apply to this Section:

Automatic Reinstatement of Sum Insured

In consideration of the Sum Insured not being reduced by the amount of any loss or **Damage** **You** shall pay the additional premium required by **Us** in respect of such amount provided that **Our** liability in respect of **Damage** shall not by virtue of this Clause exceed the Sum Insured stated in the **Schedule**.

Continuing Hire Charges

We will indemnify **You** in respect of legal liability to pay continuing hire charges following **Damage** to construction plant tools equipment and temporary buildings hired in by **You**.

Provided that

- (a) this Clause shall not apply in respect of hired in **Plant** for which a valid claim has not otherwise been admitted under this policy
- (b) in respect of **Damage** We shall not be liable under this Clause for the hire charges that are payable during the first 48 hours that each item of plant is out of commission
- (c) the terms of any hiring agreement are no more onerous than the Model Conditions for the Hiring of plant of The Contractors' Plant Association
- (d) **Our** liability under this Clause shall not exceed an amount equal to 13 weeks hire charges or **50%** of the total Sum Insured of the Section whichever is the less in respect of any one occurrence or series of occurrences arising out of one event.

Plant Retrieval Costs

We will indemnify **You** in respect of costs necessarily incurred in the retrieval of mechanically propelled construction plant and equipment insured from the **Contract Site** when such plant or equipment is accidentally and physically rendered inoperative and incapable of movement (other than by mechanical electrical or electronic breakdown failure or derangement) without external assistance.

Exclusions

The following exclusions apply to this Section, in addition to the General Exclusions at the front of this policy.

We shall not be liable under this Section in respect of:

1. (a) the first £250 of **Damage** not caused by theft attempted theft or malicious damage
(b) the first £500 of **Damage** caused by theft attempted theft or malicious damage
2. **Damage** to
(a) deeds bonds bills of exchange promissory notes cash bank notes cheques securities for money or stamps
(b) any aircraft watercraft hovercraft or any other vessel or craft intended to float in or on or travel through water air or space
(c) **Plant** while in transit by sea or air
(d) any mechanically propelled vehicle or trailer attached thereto if such vehicle is being used in circumstances for which compulsory insurance or other security is required by any road traffic legislation unless such vehicle is designed or adapted primarily for use as a tool of trade
3. **Damage** to any part of the **Plant** due to or attributable to
(a) any wear and tear rust corrosion mildew or other gradual deterioration of or vermin or insect
(b) the mechanical electrical or electronic breakdown failure or derangement or explosion thereof
4. any shortage or disappearance discovered only on the making of an inventory or periodic stocktaking and not traceable to an identifiable occurrence
5. any penalty fine or damages or loss of contract or loss due to delay or increased costs of working or indirect loss of any kind other than as defined in the Continuing Hire Charges Clause
6. confiscation nationalisation requisition or **Damage** to property by or under the Order of any Government or Public or Local Authority
7. **Damage** to portable computers and ancillary equipment and portable telecommunications equipment
8. theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building

Section H: Hired in Plant

continued

9. **Damage** caused by theft or attempted theft away from any **Contract Site** unless it is:
- (a) kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building
 - (b) in transit but excluding
 - (i) theft from any unattended motor vehicle unless the vehicle is locked at all points of access
 - (ii) theft or attempted theft between the hours of 7.00pm and 6.00am unless kept in a securely locked compound or building and there is evidence of forcible and violent entry to or exit from the compound or building

Section I: Personal Accident and Short Term Income Protection

(Personal Accident or Personal Accident and Short Term Income Protection are not operative unless specific reference is made to it in the current policy Schedule)

Definitions

The following definitions apply to this Section in addition to Section A – Definitions at the front of this Policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

accident/accidental

means a sudden and unforeseen event which happens by chance after the **start date** and results in **bodily injury** or **accidental death**.

accidental death

means death that occurs by way of an **accident** solely as a result of **bodily injury** and independently of any other cause.

bodily injury

means physical injury resulting from external violent or visible means. It does not include any sickness, disease, bacterial or viral infection (unless this is as a direct result of an **accidental bodily injury**), naturally occurring condition or degenerative process (a condition which becomes progressively worse).

burns

means third degree burns caused by an **accident** which involve damage or destruction of the skin to its full depth and damage to the tissue beneath, affecting more than 15 % of the body.

claim incident

means each separate period of **hospitalisation** occurring during the **period of insurance**.

claim limit

means the maximum period of time **we** will pay **you** for any one single claim. This maximum time is 12 months. All claims within six months of each other for the same accident or sickness will be treated as a **related claim** and count as one single claim.

cover period

means the period beginning on the **start date** and continuing to the **end date**

disability

means a state of incapacity resulting solely from an **accident**.

dislocation

means the displacement from their normal position of bones meeting at a joint, requiring local or general anaesthetic or traction which is caused by an **accident**.

doctor

means a legally qualified medical practitioner. It does not include **you**, someone living in **your** household, a member of **your** immediate family or **your** partner.

employment/employed

means **working** for at least 16 hours a week under a contract of employment that does not have a fixed or implied end date or that is a **fixed-term contract**. **You** must be receiving a salary or wages that can be evidenced via bank account records and/or HM Revenue & Customs records.

end date

means the date when the policy ends. **You** can find details in Section 1 paragraph 3 of this policy.

fare paying passenger

means travelling with a valid ticket in a plane, ship, train or bus that is a licensed common carrier.

fixed-term contract

means the date **your** cover ends as set out in the 'When does your policy end?' paragraph in the 'General Conditions' section.

fracture

means a breach in the continuity of the bone caused by an **accident** which is identified by an x-ray (or in the case of a fracture which is unable to be x-rayed, by confirmation from a **doctor**).

gross monthly income

means

- if **you** are in **employment** - **your** average monthly taxable earned income before income tax is paid, minus any expenses which are allowable against income tax (including any commission and/or bonus payments **you** receive) for the 6 months immediately prior to the start of **your inability to work**; or
- if **you** are **self-employed** and registered with HM Revenue & Customs as **self-employed** - the monthly average of **your** income for the 6 months immediately prior to the start of **your inability to work** which earnings have been declared to HM Revenue & Customs

home

means **your** usual place of residence in the **UK**

hospital

means a lawfully registered establishment providing medical and surgical treatment and 24-hour a day nursing care by registered nurses for ill or injured people. It does not include a convalescent, self-care or rest home, or a department in a **hospital** which has the role of a convalescent or nursing home.

Section I: Personal Accident and Short Term Income Protection *continued*

hospitalisation/hospitalised

means staying in a **hospital** for a continuous period of at least 24 hours to receive treatment or care on the advice of a **doctor** because of an **accident**.

insurers

means Covea Insurance plc

loss of hearing or speech

means total, permanent and irrecoverable loss of hearing or speech caused by an **accident**.

loss of sight

means total, permanent and irrecoverable loss of sight caused by an **accident**.

loss of use of limb(s)

means total, permanent and irrecoverable loss of use or loss by physical separation of the affected limb at or above the wrist or ankle caused by an **accident**.

loss of use of a shoulder, elbow, wrist, hip, knee or ankle

means total, permanent and irrecoverable loss of movement of the affected joint caused by an **accident**.

loss of use of a thumb, finger or toe

means total, permanent and irrecoverable loss of use or loss by physical separation of the entire thumb, finger or toe caused by an **accident**.

monthly benefit

means the amount chosen by **you** and notified to **us** at the time **you** apply for cover under this **policy**. The **monthly benefit** will be paid monthly in arrears and will only be paid if **you** meet the terms and conditions.

The maximum **monthly benefit** allowable shall not exceed 65 % of **your gross monthly income**.

monthly premium

means the monthly sum payable by **you** each month for cover under this **policy**;

normal pregnancy and childbirth

means symptoms which normally accompany pregnancy which are of a minor and/or temporary nature (such as morning sickness and dizzy spells) and which do not represent a significant medical hazard to mother or baby; and childbirth, including delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications

paraplegia

means total permanent and irrecoverable paralysis of the lower body including the legs caused by an **accident**.

permanently retire

means retirement where **you** have told **us**, or **we** have evidence that **you** have no intention of returning to **work**

permanent total disability

means total and permanent disability caused by an **accident** (other than **loss of sight, loss of speech, loss of hearing, loss of limb, loss of shoulder, elbow, hip, knee, thumb, wrist, ankle, finger or toe**) which medical evidence confirms will last the rest of a person's life and which permanently stops him or her doing any paid job for remuneration or profit which his or her experience, education or training reasonably qualifies him or her to do.

personal accident cover

means the personal accident cover set out in the Benefits Section as summarised in the summary of cover table.

pre-existing medical condition

means any condition, injury, illness, disease, sickness or related condition and/or associated symptoms, whether specifically diagnosed or not:

- which medical evidence shows **you** knew about or were experiencing symptoms that **you** would have been aware of at the **start date**; or
- for which **you** sought or received advice, treatment or counselling from any **doctor** during the 12 months immediately before the **start date**;

quadriplegia

means total permanent and irrecoverable paralysis of all four limbs caused by an **accident**.

qualification period

means the number of days at the beginning of a claim which **you** must wait before **you** are eligible for any benefit. The **qualification period** for this policy is 14 days. If after the **start date** and before the **end date** you are **unable to work** for 14 consecutive days or more, **we** will pay from the 14th day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are **unable to work**

related claim

means **you** are **unable to work** because of the same accident or sickness that **we** have originally agreed to pay a claim for

Section I: Personal Accident and Short Term Income Protection *continued*

resident

means **you** must be physically and lawfully living in the named territory and either a citizen of the named territory or a person who has been granted permission to permanently settle in the named territory;

self-employed/self-employment

means **you** are **working** for an income for at least 16 hours a week, and you are either:

- helping with, managing or carrying on a business and liable to pay tax charged under Section 5 of the Income Tax (Trading and Other Income) Act 2005 in the **United Kingdom** or equivalent in Channel Islands or Isle of Man (where applicable); or
- a partner in a partnership; or
- a person who exercises direct or indirect control over a company;

start date

is the date stated in the schedule.

terrorism

means any act or acts, including (but not limited to):

- (i) the use of threat of force and/or violence; and
- (ii) harm or damage to life or to property (or the threat of such harm or damage), harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s), or group(s) or persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

UK resident

means living permanently in the **United Kingdom** for at least 40 weeks in every 52 week period after the **start date**.

unable to work or inability to work

means **you** being certified as unfit to **work**, by **your doctor** due solely to an accidental injury, illness or disease which starts/occurs at a time when **you** are in **work** and which wholly prevents **you** from doing **your work**, or other **work** that **your** experience or training would allow **you** to do. Such **inability to work** shall be deemed to start on the day **you** first consult, or receive treatment from, and are certified as being unfit to **work** by, a **doctor**, or up to 7 days before this date if **you** self-certify before seeing **your doctor**.

United Kingdom

means England, Scotland, Wales and Northern Ireland.

war risks

means any **bodily injury** whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

we, us, our

means Covea Insurance plc.

work, worked, working

means being in **employment** or **self-employed** or, where applicable, on statutory maternity leave, parental leave, adoption leave or maternity absence

you, your

means the person named in the schedule as the insured.

1. Personal Accident

Important Information

Are you eligible for cover?

It is important that **you** check that **you** are eligible for the cover **you** have under the policy and that **you** remain so for the duration of the policy. To be eligible for this policy **you** must on the **start date** be:

1. living and present in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
2. at least 18 and no older than 70 years of age.

When your protection ends?

This policy ends automatically as soon as one of the following happens:

- **you** die (this will not prevent a claim for **accidental death** being made);
- **you** reach 70 years of age;
- **you** do not pay a monthly premium when it is due;
- **you** cancel the policy as set out in 'How to Cancel Your Policy' on Page 5
- **we** cancel **your** policy as set out General Condition 9 – Our Rights to Cancel the Policy
- **you** cease to be a **UK resident**;
- the date on which **we** pay benefits which together with any previous benefits equal the maximum benefit payment

Transfer

You cannot transfer or sell the rights or benefits under this policy.

Section I: Personal Accident and Short Term Income Protection *continued*

Benefits

Summary of Personal Accident Cover

The following table sets out a summary of the main cover limits under the **Personal Accident Cover**. You should read the whole of this policy for the full terms and conditions.

Benefit	Level 1	Level 2
Accidental Death	£25,000	£50,000
Permanent Total Disability	£50,000	£100,000
Quadriplegia	£100,000	£200,000
Paraplegia	£50,000	£100,000
Permanent loss of sight in both eyes	£25,000	£50,000
Permanent loss of use of two limbs	£25,000	£50,000
Permanent loss of sight in one eyes	£12,500	£25,000
Permanent loss of use of one limbs	£12,500	£25,000
Permanent loss of speech	£12,500	£25,000
Permanent loss of hearing in both ears	£12,500	£25,000
Permanent loss of hearing in one ears	£5,000	£10,000
Burns	£1,250	£2,500
Permanent loss of use of:		
A shoulder, elbow, hip, knee, thumb, wrist or ankle	£5,000	£10,000
Any finger or big toe	£2,500	£5,000
Any other toe	£500	£1,000
Hospitalisation:		
Hospitalisation (Maximum 45 days and after a minimum 24 hours)	£50	£100
Extended hospitalisation (for stays longer than 14 days)	£500	£1,000
A Major Fracture of:		
Upper leg; vertebral body; Pelvis; Skull.	£250	£500
Vertebra other than vertebral body; lower leg; lower jaw; breastbone; shoulder blade; kneecap; upper arm; lower arm.	£125	£250
Lower leg; hand (metacarpals); foot (metatarsals); clavicle; coccyx; wrist (carpals) & Colles' fracture ankle (tarsals) & Pott's fracture.	£50	£100
Dislocation of:		
Spine; back; hip.	£125	£250
Knee; ankle; shoulder or collar bone; elbow; wrist.	£50	£100
Any other joint	£25	£50

In certain circumstances the amount paid may be restricted or limited. Please see **Permanent total disability, Quadriplegia or Paraplegia, Hospitalisation** and Maximum benefits and restrictions on benefits below. Certain **accidents** are not covered, please see the General Exclusions Section below.

Who will benefits be paid to?

All benefits will be paid to **you**. In the event of **your accidental death** benefits will be paid to **your** legal personal representative.

The benefits

If any person covered under this policy has an **accident** after the **start date** and before the **end date** that results in **accidental death** or a **bodily injury** covered under this policy then **you** will be entitled to the appropriate benefit stated in the table of benefits. The amount of benefit that **you** will receive will depend on the level of cover **you** have, and on the effect of **bodily injury** caused by the **accident**. The level of cover **you** have is shown in **your** schedule. The effects of **bodily injury** covered under this policy are those shown in the summary of benefits table

Permanent total disability, quadriplegia or paraplegia

If **you** are claiming for **permanent total disability, quadriplegia or paraplegia**, assessment of eligibility for the benefit (and any benefit arising) will be delayed for 12 months from the date **your** claim is received by **us** so that an independent **doctor** of **our** choice can assess **your** claim. However if it is shown by medical evidence that the **disability** is total and permanent, then **we** may pay a benefit before the end of the 12 months.

Hospitalisation

The daily benefit rate shown in the summary of benefits table of this Section:

- is for each complete 24 hour period in **hospital**;
- excludes the first 24 hours in **hospital** for any one **accident**;
- is subject to a maximum of 45 days in **hospital** for each **accident**.

A single lump sum payment benefit will be made in addition to the daily **hospitalisation** benefit after 14 continuous days in **hospital**. Only one lump sum payment will be paid for the same **accident**.

Maximum benefits and restrictions on benefits

The maximum total benefit for all **Personal Accident Cover** claims under the policy in respect of each person covered under the policy is a sum equal to the **permanent total disability** benefit in the appropriate table of benefits. When this limit has been reached, **we** will not pay any further benefit under this **Personal Accident Cover** and the policy will end.

This limit does not apply to a claim for **quadriplegia** benefit. In that case, provided the maximum benefits limit referred to in this paragraph have not been reached, the maximum benefit **we** will pay for all claims under this policy is a sum equal to the **quadriplegia** benefit. In the event of a claim by **you** under this benefit any other sums paid to **you** or due to be paid to **you** under this policy (in respect of **Personal Accident Cover**) before **your** claim will be deducted from the amount due to **you** under the **quadriplegia** benefit.

Section I: Personal Accident and Short Term Income Protection *continued*

Where death follows within 12 months of an accident

If **we** have paid an earlier benefit and the person who has suffered the **accident** then dies within 12 months as a result of the same **accident we** will reduce the sum **we** pay for **accidental death** by the amount of any earlier **Personal Accident Cover** payment(s) for that **accident**.

Where we have paid an earlier benefit or you are claiming for multiple benefits

Where **we** have made payment following permanent loss or use of a shoulder, elbow, hip, knee, thumb, wrist, ankle finger or any toe, the amount payable under the permanent total disability, paraplegia, permanent loss of sight in one or both eyes, permanent loss of use of one or two limbs, in respect of any subsequent **bodily injury** to the same limb will be reduced by the amount(s) already paid. If **you** have claimed benefit for **loss of use of limb(s)** then **we** will not pay benefit for loss of use of other parts of that limb.

If **you** claim benefit for loss of use of more than one part of a limb then the total amount **we** will pay for all parts of one limb will not exceed the benefit payable for loss of use of the whole limb.

Where the effects of the accident are made worse by sickness or disease

If the effects of an **accident** are made worse because the person affected already had a sickness, disease, naturally occurring condition or injury then **we** will ask a **doctor** to assess the effects that the sickness, disease, naturally occurring condition or injury has on the **bodily injury** and **we** will reduce **your** benefit by a proportionate amount taking any such pre-existing sickness, disease, condition or injury into account.

Multiple fractures to the same joint or bone

If **you** have any **accident** which results in more than one **fracture** to the same joint or bone **we** will only pay benefit for one of the **fractures**.

General Exclusions

The following exclusions apply to the Personal Accident cover of your policy:

Benefits will not be paid under this policy for any claim arising from any **accident** that is directly or indirectly caused by any of the following:

- **War risks;**
- **Terrorism;**
- Being on naval, military or air force duty, service or operations;
- Flying except as a **fare paying passenger;**
- The manufacture or use of explosives;

- Exposure to exceptional danger (except in an attempt to save human life);
- The illegal acts of the person who has suffered the **accident**;
- Suicide or self-inflicted injury whether of a sound mind or not;
- Being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction;
- Radiation or contamination or the effects of radiation;
- Any sickness, disease, or degenerative process (a condition which becomes progressively worse).

In addition, no benefit will be paid for any claim arising from:

- An **accident** which occurs prior to the **start date** or after the cover ends;
- An **accident** which happens to an insured person who has been outside the **United Kingdom** for more than 12 weeks in the preceding 52 week period.
- Any **accidental bodily injury** or **accidental death** occurring 12 or more months after the **accident**.

2. Short Term Income Protection

Why choose our Short Term Income Protection Cover?

This cover is designed to pay **you** a monthly income for a maximum of 12 months in the event **you** are **unable to work** due to **you** falling ill or having an accident, providing **you** have paid the **monthly premium** when due.

Eligibility criteria

When **we** accept **your** application **you** must be:

- at least 18 and no older than 70 years of age;
- a **resident** of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; and
- in **work** and have been so continuously for the previous six months.

If **your** circumstances change as described in 'Policy changes' paragraph in the 'General Conditions' section **you** should contact **us** straight away to discuss **your** options.

Self-employed and Fixed-term Contract Workers

If **you** are **self-employed** or **you** work on a **fixed-term contract** **you** are eligible for this insurance but **you** should read this **policy** carefully to make sure it is suitable for **your** needs - **you** should pay particular attention to the definitions of '**fixed-term contract**', '**self-employed**' and the 'Claim requirements' paragraph in the 'General Conditions' section.

Section I: Personal Accident and Short Term Income Protection *continued*

Exclusion and Limitations

We will not pay any benefits under this **policy** if **your inability to work** is caused directly or indirectly by:

- a **pre-existing medical condition** – unless **you** have been symptom free and have not consulted a **doctor** or received treatment for the condition for at least 24 months after the **start date**.
- any of the exclusions detailed in paragraph 'What is not covered' in 'Your Cover' section.

The maximum **monthly benefit** for each claim is 65 % of **your gross monthly income**.

The maximum period **we** will pay **monthly benefit** for each claim is 12 months.

Reviewing your monthly benefit

It is **your** responsibility to ensure this **policy** and the chosen **monthly benefit** continues to meet **your** requirements and does not exceed 60 % of **your gross monthly income**.

Your Cover

1. What your cover provides

Your policy schedule will show the type of cover you have selected. The following **qualification period** applies to **you**.

14 day qualification period

If after the **start date** and before the **end date** **you** are **unable to work** for 14 consecutive days or more, **we** will pay from the 14th day onwards, 1/30th of the **monthly benefit** for each continuous day **you** are **unable to work**.

We will start to assess each claim when the **qualifying period** has ended. **We** will pay the first claim payment within five working days of receiving all the evidence and proof needed to assess **your** claim. After the initial claim payment is made **monthly benefit** payments will be made every 30 days **you** remain **unable to work**. **We** will continue paying **you** the **monthly benefit** until **you** are fit to **work** again, but only up to a maximum of 12 months for each claim.

2. What is not covered

We will not pay the **monthly benefit** if **your inability to work** is directly or indirectly caused by any of the following:

- war risks;
- normal pregnancy and childbirth;
- terrorism;
- taking part in any form of aviation, including travelling in an aircraft (except as a fare paying customer in a commercial licenced aircraft);
- the manufacture or use of explosives;
- exposure to exceptional danger (except in an attempt to save human life);

- the illegal acts of the person who has suffered the accident;
- suicide or self-inflicted injury whether of a sound mind or not;
- being under the influence of or being affected by alcohol or drugs unless under the advice of a **doctor** for a condition other than alcohol or drug addiction;
- radiation or contamination or the effects of radiation.

In addition, **we** will not pay the **monthly benefit** if:

- **your inability to work** starts prior to the **start date** or after the **end date**;
- **your inability to work** starts when **you** are not a **resident** of the **UK**, Channel Islands or Isle of Man;
- **your inability to work** lasts for less than the **qualifying period**.

We will cancel a **policy** and not pay a claim where **we** find out that someone has deliberately withheld information from **us** or deliberately or recklessly provided us with inaccurate information.

3. Cover amount

The **amount payable** under this **policy** is stated in the **policy schedule**.

You can only be covered under one of **our** Short Term Income Protection policies at any one time.

The maximum **monthly benefit** allowable shall not exceed 60 % of **your gross monthly income**.

4. Period of cover

The cover starts on the **start date** and will end on the **end date**.

5. When will my claim end?

Your claim will continue to be paid until the earliest of the following dates:

- the date on which **you** cease to be **unable to work** or fail to provide evidence that **you** remain **unable to work**; or
- the date on which **you** return to **work**; or
- the date the **claim limit** is reached; or
- the **end date**.

General Conditions

Claim requirements

Before we can pay out a claim we must receive from **you** the necessary evidence and proof to validate your claim. We will only ask for information and proof that is reasonably required for the purpose of assessing your claim. When **you** make a new claim for inability to work benefit, the information we may require depends upon whether **you** are, at that time, employed or self-employed:

Section I: Personal Accident and Short Term Income Protection *continued*

Where **you** are **employed** **we** will require:

- medical certificates covering the period for which **you** are making **your** claim (**we** will accept **you** self-certifying a period of up to 7 days before you obtain the first such medical certificate at the start of **your** claim);
- **your doctor's** name and address;
- **your** employer's name and address.

Where **you** are **self-employed** **we** will require:

- medical certificates covering the period for which **you** are making **your** claim (**we** will accept **you** self-certifying a period of up to 7 days before **you** obtain the first such medical certificate at the start of **your** claim);
- **your doctor's** name and address;
- bank statements for **your** business, or evidence of **your** payment of class 2 national insurance contributions, covering the period immediately before the date from which **your** claim starts.

Throughout any period during which **you** continue to make a claim for **inability to work** **you** may be asked to provide, at **your** expense, such reasonable proof that **you** continue to be **unable to work**, including providing **us** with ongoing medical certificates and by completing continuing claim statements confirming such information as **we** may reasonably require.

Related/linked Claims

If you return **to work after recovering from an illness or injury, but become unable to work again, we may be able to start your monthly payments** again straight away, without having to wait for the **qualifying period**.

If **you** are **unable to work** within 6 months of returning to **work**, **we** will treat this as a **related claim** and will re-start **your** monthly payments straight away, as long as:

- **your inability to work** is due to the same illness or injury that **we** originally paid **your** claim for;
- **your work** is the same as it was when **you** were first **unable to work**; and
- **you** let **us** know within 2 weeks of the date **you** stop working.

However if **we** paid **your** previous claim up to the **claim limit** and the reason you are **unable to work** is the same, we will treat this as a **related claim**, and **you** won't receive any more payments from **us**. All **related claims** count towards the **claim limit**.

If you are **unable to work** because of a different reason, **we** will treat **your** claim as a new claim. This means **your** claim will start from the beginning again and **you** will need to wait for the **qualification period** to end before **your** payments start.

Premium refunds and cash-in value

The **policy** has no cash-in or surrender value. In the event of any overpayment of premium, **we** will refund any such overpayment.

When does your policy end?

Your cover will end on the date:

- of **your** death; or
- **you** reach 70 years of age; or
- **you** permanently retire; or
- **you** are no longer **resident** in either the **UK**, Channels Islands or Isle Man; or
- either **you** or **we** cancel **your** policy

Section J: Professional Indemnity

IMPORTANT NOTICE

Your attention is particularly drawn to the notice that appears overleaf.

"THIS IS A CLAIMS MADE AND CIRCUMSTANCE NOTIFIED INSURANCE"

The terms that appear in bold letters are defined under the Definitions of this Section.

Definitions

The following definitions apply to this Section in addition to Section A – Definitions at the front of this Policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Headings and notes are for information purposes only and are not to be construed as part of this Section. Various words and phrases are used in this Section and wherever they appear in bold, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:

Insured/You/Your

Shall mean:

1. Any predecessors in business;
2. Any business for which **You** are legally liable in consequence of **Your** acquisition of such business (whether partial or otherwise) prior to inception of this insurance provided **We** have been notified in writing of the existence of such other business and have not refused to insure it;
3. Any office or division of **Yours** as specified above unless expressly stated otherwise.

Business

Shall mean advice given and service(s) performed by or on behalf of **You** as detailed in the **Schedule**.

Indemnity Limit

Shall mean the sum shown in the **Schedule** which is available to indemnify **You** in respect of each claim provided that all claims payable under this insurance including any **Defence Costs** shall not exceed in the aggregate the limit shown in the **Schedule**.

Defence Costs

Shall mean all costs and expenses incurred in the investigation, defence or settlement of any claim or **Circumstance** notified under the terms of this insurance and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this **Section**.

Circumstance

Shall mean information or facts or matters of which **You** are aware which is likely to give rise to a claim against **You** which **You** could become legally liable to pay and which arises out of the exercise and conduct of the **Business**.

Documents

Shall mean project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance). This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

Excess

Shall mean the sum shown in the **Schedule** unless otherwise stated in this Section and shall be the first amount of each claim that is payable by **You** which shall not be indemnified by **Us**. Where, however, more than one claim is made during the **Period of Insurance** which arises from the same original cause then only a single **Excess** shall apply in respect of such claims.

Letter of Claim

Shall mean the Letter of Claim as detailed in any applicable Pre-Action Protocol.

Co-Operate

Shall mean that **You**:

1. assist **Us** and **Our** duly appointed representatives to put forward the best possible defence of a claim within the time constraints available;
2. shall have adequate internal systems in place, which will allow ready access to material information;
3. shall at all times and at its own cost give to **Us** or **Our** duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries;
4. shall pay the **Excess** on **Our** demand or **Our** duly appointed representatives to comply with any settlement agreed by **Us**.

Territorial Limits

Shall mean anywhere in the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union or as varied in the **Schedule**.

Section J: Professional Indemnity

continued

Pollution

Shall mean any one or a combination of a release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing **Harm** to any person or any living organism, into or onto any water, land or air.

Harm

Shall mean any harm to the health of any living organism or interference with ecological systems of which they form part and, in the case of a person, shall include offence caused to any of their senses

Cover

1. Insuring Clause

We will indemnify **You**, up to the **Indemnity Limit** which is available to indemnify **You** in respect of each claim provided that all claims payable shall not exceed in the aggregate the limit shown in the Schedule, for the amount of any claim including claimant's costs and expenses first made against **You** and notified to **Us** during the **Period of Insurance** in respect of legal liability for any negligent act, negligent error or negligent omission which arises out of the exercise and conduct of the **Business**.

2. Defence Costs

We will also indemnify **You** for **Defence Costs** where such costs have been incurred with **Our** prior written consent. Such **Defence Costs** shall not be in addition to the **Indemnity Limit** and shall be subject to the **Excess**.

Clauses

Loss of or Damage to Documents

In the event of physical loss of or damage to **Documents** suffered and notified to **Us** during the **Period of Insurance**, **You** are indemnified for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any **Documents** which are the property of **You** or are in **Your** care, custody or control.

The maximum amount payable by **Us** shall be £50,000 in the aggregate. An **Excess** of £1,000 for each and every claim shall apply. Should the **Excess** shown in the **Schedule** be less than £1,000 for each and every claim then the **Excess** shown in the **Schedule** shall apply.

Self Employed Persons

You are indemnified for any claim for any negligent act, negligent error or negligent omission first made against **You** and notified to **Us** during the **Period of Insurance** which **You** may become legally liable to pay arising out of the use of self-employed or contract hire persons in the exercise and conduct of the **Business**. The use of

individual persons need not be disclosed to **Us**, but details of payments to such persons must be declared to **Us** at renewal of this insurance. For the purpose of this insurance such persons are deemed to be **Your** employees.

Indemnity to Employees, Former Employees and/or Consultants

Employees or former employees of **Yours** are indemnified for any claim for any negligent act, negligent error or negligent omission first made against them and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business**.

Former partners, former directors or former employees of **Yours** who have continued as consultants to the **You** and any persons who were formerly consultants to **You** are indemnified in respect of any claim for any negligent act, negligent error or negligent omission first made against them and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business**.

Dishonesty of Employees

You are indemnified for any claim first made against **You** and notified to **Us** during the **Period of Insurance** which arises out of the exercise and conduct of the **Business** brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person (other than a director, partner or principal of **You**) at any time employed by **You** provided that:

1. no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity; and
2. any monies which but for such fraudulent, criminal or malicious act or omission would be due from **You** to the person committing such act, or any monies held by **You** and belonging to such person, shall be deducted from any amount payable under this insurance.

Claims Conditions

The following claims conditions apply to this Section

Conditions Precedent to Liability

All conditions set out below are deemed to be conditions precedent to **Our** liability under this Section

Discovery of a Claim or Circumstance

1. If during the **Period of Insurance** **You** receive notice of any claim that is subject to indemnity under this insurance other than any claim provided for in 2 below **You** shall give notice to **Us** as soon as practicable within 15 working days and, in any event, before expiry of the **Period of Insurance**.
2. If during the **Period of Insurance** **You** receive a **Letter of Claim**, **You** shall give notice to **Us** as soon as practicable and in any event within 5 working days from receipt of such **Letter of Claim** and before expiry of the **Period of Insurance**.

Section J: Professional Indemnity

continued

3. If during the **Period of Insurance** **You** become aware of any Circumstance, **You** shall give notice to **Us** of such Circumstance as soon as practicable and, in any event, before expiry of the **Period of Insurance**.

We agree that any **Circumstance** notified to **Us** during the **Period of Insurance** which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the **Period of Insurance**.

Notice

Notice to Insurers under the Discovery of a Claim or Circumstance condition above shall not be valid unless it has been received in writing by the persons shown in the **Schedule**.

Admission of Liability

In the event of any claim or **Circumstance**, **You** shall not admit liability or make any admission, offer, promise, or payment without **Our** prior written consent.

Conduct of Claims

Following notification of any claim or **Circumstance**, **We** shall be entitled to take over and conduct in **Your** name the investigation, defence or settlement of any such matter. **You** shall **Co-Operate** and provide all such assistance as **We** may reasonably require.

General Conditions

The following general conditions apply to this Section.

Retroactive Cover

In the event of a claim being notified to **Us** which arises out of the exercise and conduct of the **Business** prior to the **Period of Insurance**, **We** shall indemnify **You** if there was in place at the time of the incident, Professional Indemnity insurance to the same extent as provided by this policy.

Subrogation

You must promptly provide **Us** with all documents and information that **We** may request and provide **Us** with all assistance and co-operation that **We** may require in order to try and obtain reimbursement from any third party of any claim including where relevant, **Defence Costs** that **We** may have to pay in relation to any claim made against **You**

Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between **You** and **Us** arising from this insurance shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **Us** and **You**, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person. The findings of the agreed or appointed

person shall be binding on **Us** and **You**, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

Claim Settlements

We may at any time pay to **You** in connection with any claim or claims the Indemnity Limit (less any sums already paid including **Defence Costs**) or any lesser sum for which such claim or claims can be settled and upon such payment **We** shall not be under any further liability in respect of such claim or claims.

Contracts (Rights of Third Parties) Act 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, and for the avoidance of doubt:

1. this insurance is not intended to confer any enforceable rights upon any third party, whether or not an interest of such third party is acknowledged by **Us**;
2. the parties to this insurance shall be entitled to rescind or vary this insurance without the consent of any third party, whether or not an interest of such third party is acknowledged by **Us**;
3. in the event of proceedings by a third party against **Us** for the enforcement of any provision of this insurance, **We** shall have available to them any defence or set off which would have been available if the proceedings had been brought by **You**.

Several Liability Notice

The subscribing insurers' obligations under insurances to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason whatsoever does not satisfy all or part of its obligations.

Combined Claims

Where the same original cause gives rise to an entitlement on **Your** part to indemnity under insuring clauses 1 and 2, and any extension(s) under this Section, the maximum amount payable by **Us** under insuring clauses 1 and 2, and such extension(s) shall not exceed the **Indemnity Limit**.

Exclusions

This insurance shall not indemnify **You** in respect of any liability for, or directly or indirectly arising out of, or in any way involving:

Liability involving Transport or Property Owned by You

The ownership, possession or use by or on behalf of **You** of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by **You** or any property of **Yours**.

Section J: Professional Indemnity

continued

Liability Arising Out Of Employment

Any injury, disease, illness (including mental stress) or death of any employee under a contract of service with **You** or any claim arising out of any dispute between **You** and any present or former employee or any person who has been offered employment with **You**.

Supply Of Goods

The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by **You**.

Damage to Goods Supplied, Own or Completed works

Loss of or damage to **Products Supplied**.

Recall or refunds

Loss or expenditure incurred by anyone in recalling, modifying, disposing of or making a refund for **Products Supplied**

Rectification of defects

Any of the following:

1. the cost or value of any defective, harmful or unsuitable **Products Supplied** or work, process or other operation supplied, used or undertaken
2. expenditure incurred by anyone in
 - (a) investigating or providing a remedy for
 - (b) removing, reinstating, replacing, reapplying or rectifyingany defective, harmful or unsuitable goods, materials or work, process or other operation supplied, used or undertaken.

Fraud, Dishonesty Or Criminal Act

Any act, error or omission of any partner or director of **You** which is dishonest, fraudulent, criminal or malicious, and/or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery **You** of reasonable cause for suspicion that such act has been committed.

Controlling Interest

Any claim made against **You** by either:

1. any entity in which **You** exercise a controlling interest; or
2. any entity exercising a controlling interest over **You** by virtue of having a financial or executive interest in **Your** operation;

unless such claim is made against **You** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 1 and 2 above and arises out of the exercise and conduct of the **Business**.

Contractual Liability

Any claim arising out of **Your** contractual liability unless such liability would have existed in the absence of such a contract or agreement.

Nuclear Risks

Any of the following:

1. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
2. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

War And Terrorism

Any of the following:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion;
2. usurped power;
3. confiscation or nationalisation or requisition or destruction or damage or loss of property by or under the order of any government or public or local authority;
4. any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or together or on behalf of or in connection with any organisation;
5. any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 and/or 4 above.

The burden of proving that a claim does not fall within this exclusion shall be upon **You**.

Area Of Activities

Any work or activities undertaken by **You** outside the **Territorial Limits**.

Jurisdiction

Any claim brought (or the enforcement of any judgement or award entered against **You**) outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union.

Fines, Penalties, Punitive, Multiple Or Exemplary Damages

Fines, penalties, punitive, multiple or exemplary damages.

Section J: Professional Indemnity

continued

Loss Of Documents - Magnetic Or Electrical Media

The physical loss of or damage to **Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **Documents** to their original status.

Pollution

Any claim arising from **Pollution**.

Directors' And Officers' Liability

Any claim arising from being a director, officer or trustee of **You** (as opposed to those duties and functions carried out in furtherance of the **Business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of the **Business**.

Other Insurance

Any claim where **You** are entitled to indemnity under any other insurance(s) except in respect of any amount for which **You** would otherwise be entitled to indemnity under this insurance beyond the amount for which **You** are entitled to indemnity under such other insurance.

Previous Claims And Circumstances

Any claim or circumstance that may give rise to a claim which has been notified and accepted by insurers in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to **Us** which formed the basis of this insurance or any claim or circumstance that may give rise to a claim of which **You** were or should have been aware prior to the inception of this insurance.

Trading Losses

Any trading losses or trading liabilities incurred by any business managed or carried on by **You** including loss of any client account or business.

Failure to Arrange Insurance and/or Finance

Any loss arising from **Your** failure to arrange and/or maintain insurance and/or finance.

Asbestos

Any claim involving asbestos.

Financial Services

Any claim arising out of Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

Pension Trustee Liability

You acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

Bodily Injury and/or Property Damage

Any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except as provided under the Loss of or Damage to Documents Extension of this Section).



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