

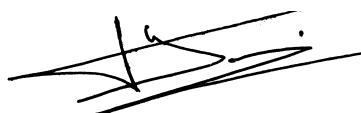
# NICEIC REGISTERED CONTRACTORS POLICY

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

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

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

Signed for and on behalf of  
Groupama Insurance Company Limited



François-Xavier Boisseau  
Chief Executive Officer  
Groupama Insurance Company Limited  
6th Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB

Your policy and schedule should be read carefully to ensure that they meet your requirements. They contain details of the cover, exclusions and conditions that apply. Please contact your insurance advisor if they do not meet your needs in any respect or require amendment. Please keep your policy, schedule and other related documents in a safe place as you will need to refer to them if you make a claim.

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# CUSTOMER SERVICE

**This insurance is underwritten and administered on behalf of Groupama Insurances by NICEIC Insurance Services. In the event of a query on this insurance you should contact:**

NICEIC Insurance Services  
Downsview House  
141-143 Station Road East  
Oxted  
RH8 0QE

Phone: 0845 601 2376  
Fax: 0844 892 1564  
E-mail: [enquiries@niceicinsurance.com](mailto:enquiries@niceicinsurance.com)

**If however you need to contact Groupama Insurances please get in touch with the following department depending on the nature of your query:**

## **Claims**

Commercial Claims Centre  
Groupama Insurances  
One Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY.

Phone: **0870 600 2123**  
Fax: **0870 600 2102**  
E-mail: [claims.commercial@groupama.co.uk](mailto:claims.commercial@groupama.co.uk)

## **Policy Administration and Documentation**

Commercial Schemes Unit  
Groupama Insurances  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone: **0844 892 2114**  
Fax: **0870 850 2773**  
E-mail: [commercial.schemes@groupama.co.uk](mailto:commercial.schemes@groupama.co.uk)

## **Claims charter – what you can expect in the event of a claim**

We have agreed a level of service you can expect in the event of you reporting an incident. A copy of this Charter will be sent to you once your claim is acknowledged. However, a copy is also available on request.

# OUR CUSTOMER CARE POLICY

## Step 1

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

### **For complaints about claims, contact the Claims Centre Manager at:**

Groupama Insurances  
Commercial Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hants  
PO6 4TY.

Phone: **0870 600 2123**

Fax: **0870 600 2102**

E-mail: **claims.commercial@groupama.co.uk**

### **For complaints about policy administration and documents, contact the Commercial Schemes Manager at:**

Groupama Insurances  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone: **0870 850 8510**

Fax: **0870 850 2773**

E-mail: **commercial.schemes@groupama.co.uk**

## Step 2

**If you are not happy with our response to your complaint, please write to our Chief Executive at:**

Groupama Insurances  
6<sup>th</sup> Floor  
One America Square  
17 Crosswall  
London  
EC3N 2LB.

Phone: **0870 850 8510**

Fax: **0870 850 2771**

## OUR CUSTOMER CARE POLICY (continued)

We promise to:

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

Calls to 0870 numbers will cost no more than calls to 01 or 02 numbers in the UK. Calls from mobile phones may cost more.

### Step 3

#### Financial Ombudsman Service

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

Their address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR.  
Phone: **0845 080 1800**

You can visit the Financial Ombudsman Service website at **[www.fos.org.uk](http://www.fos.org.uk)**

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

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

#### Financial Services Authority

Groupama Insurance Company Limited is authorised and regulated by the Financial Services Authority. You can check their website ([www.fsa.gov.uk](http://www.fsa.gov.uk)), which includes a register of all the firms they regulate. Or you can phone them on **0845 606 1234**.

#### Financial Services Compensation Scheme

We, Groupama Insurance Company Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If we fail to carry out our responsibilities under this policy, you may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 020 7892 7300.

## **LEGAL HELPLINE**

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

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

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

## **MAKING A CLAIM OR REPORTING AN INCIDENT**

If you need to make a claim or report an incident which may give rise to a claim please telephone or write to Groupama Insurances at the following address

Commercial Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hants  
PO6 4TY.

Phone: **0870 600 2123**

Fax: **0870 600 2102**

E-mail: **claims.commercial@groupama.co.uk**

# DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters within the Policy the Schedule the Clauses the Endorsements and Extensions

## **AVERAGE**

means that whenever the Sum Insured is declared subject to **AVERAGE** if the Sum Insured at the time of **DAMAGE** is less than 85% of the total value of the Property Insured then the **INSURED** shall be his or her own insurer for the difference and shall bear a proportional part of the loss accordingly

## **AWARDS OF COMPENSATION**

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

## **BODILY INJURY**

means physical injury (other than when directly or indirectly caused by illness or disease) caused solely and directly by accidental means and shall include exposure to the elements

## **BUSINESS CONTENTS**

means

1. machinery plant trade utensils tools implements fixtures and fittings
2. office equipment and machinery
3. patterns models moulds plans and designs
4. computer records documents manuscripts and business books for an amount not exceeding £5000 in respect of any one loss or the **BUSINESS CONTENTS** Sum Insured whichever is the less
5. tenants improvements
6. computers and computer equipment and accessories for an amount not exceeding £5000 or the **BUSINESS CONTENTS** Sum Insured whichever is the less

the property of the **INSURED** or for which the **INSURED** is responsible and if not otherwise insured

## **COMPANY**

means Groupama Insurance Company Limited

## **CONTRACT**

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

## **DAMAGE**

means accidental loss damage or destruction

## **DIRECTOR**

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

## **DEFINED PERILS**

means fire lightning explosion theft earthquake aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons other than thieves storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or any article dropped from a road vehicle

## DEFINITIONS (continued)

### EFFECTIVE TIME

means the period specified in the Schedule during which cover is effective

### EMPLOYEE

means any

- (1) person under a contract of service or apprenticeship with the **INSURED**
- (2) self-employed person labour only sub-contractor labour master or person supplied by any of them
- (3) person seconded to acquire work experience under a scheme or otherwise
- (4) person hired to or borrowed by the **INSURED**
- (5) voluntary worker

whilst working for the **INSURED** in the course of the **TRADE or BUSINESS**

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

### EXCESS

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

### FEES AND EXPENSES

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

### HAZARDOUS ACTIVITIES

means

- (i) flying (including hot-air ballooning hang gliding and micro-lighting) other than as a fare paying passenger in a licensed passenger aircraft
- (ii) equestrian activities or show jumping
- (iii) hunting or shooting
- (iv) horse riding involving point to point events eventing steeple chasing cross country riding or fox hunting
- (v) martial arts boxing wrestling or judo
- (vi) motor sports rallies and competitions
- (vii) motor cycling (including motor tri-cycling and quad-cycling) whether as a rider or passenger
  - (a) on a public highway unless the Insured Person is wearing a crash helmet and has the appropriate licence to do so
  - (b) not on a public highway
- (viii) mountaineering abseiling or rock climbing requiring use of ropes or ladders
- (ix) organised team football (including American Australian and Association football) ice hockey hockey lacrosse curling shinty or rugby
- (x) parachuting parasailing or parascending
- (xi) pot-holing
- (xii) professional sporting activities of any kind
- (xiii) speed boating and/or power boating in vessels capable of speeds in excess of 20 knots
- (xiv) racing (other than on foot or whilst swimming)
- (xv) rafting canoeing or kayaking in white-water rapids
- (xvi) any form of swimming at a depth of 30 metres or more

## DEFINITIONS (continued)

- (xvii) any form of swimming using breathing apparatus other than a snorkel unless the Insured Person is a qualified diver accompanied by a fellow diver or is unqualified but accompanied by a qualified instructor
- (xviii) water-skiing
- (xix) competitive winter sports including skiing of any form ice-skating and use of sledges skeletons snow boards snow mobiles bobsleighs toboggans or luge
- (xx) yachting

### INJURY

means bodily injury death illness disease or shock causing bodily injury

### INSURED

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

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

### MAINTENANCE PERIOD

means a period stated in the conditions of a **CONTRACT** but not exceeding a period of 12 months

### MONEY

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

belonging to the **INSURED** or for which they are responsible and pertaining to the **TRADE or BUSINESS**

### OFFSHORE

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

### PARTNER

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

### POLLUTING or CONTAMINATING or SEEPING SUBSTANCES

means any solid liquid gaseous or thermal irritant or contaminant including but not limited to smoke vapour fumes acid alkalis chemicals dust micro-organisms and waste including material to be recycled reconditioned or reclaimed and used by the **INSURED** for the **TRADE or BUSINESS** stated in the Schedule

## DEFINITIONS (continued)

### **POLLUTION or CONTAMINATION**

means

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

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

### **PREMISES**

means buildings being commercial buildings or private dwelling house or private flat including all outbuildings and garages and land occupied in full or in part by the **INSURED** for the **TRADE or BUSINESS** situated as stated in the Schedule

### **PRINCIPAL**

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

### **PROCEEDINGS**

means civil or criminal tribunal legal proceedings or appeals arising therefrom

### **PRODUCT**

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

### **PROPOSAL**

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

### **REMEDIATION**

includes "remediation" under the Environment Act 1995

### **STOCK**

means stock and materials in trade work in progress and finished goods the property of the **INSURED** or for which the **INSURED** is responsible

### **TAX INVESTIGATION**

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

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

## DEFINITIONS (continued)

### TERRITORIAL LIMITS

- (1) England Scotland Wales Northern Ireland the Channel Islands and the Isle of Man
- (2) any other member country of the European Union
- (3) elsewhere in the world (excluding USA and Canada) in respect of **INJURY** loss or damage caused by or arising from non-manual activities of any **DIRECTOR PARTNER** or **EMPLOYEE** normally resident within the territories specified in (1) of this Definition and occurring during any temporary visit made in connection with the **TRADE** or **BUSINESS**

### TOOLS OF TRADE

Portable hand tools (including power driven portable hand tools) ladders and office equipment (including mobile telephones and computer equipment) and vehicular satellite navigation equipment used in connection with the **TRADE or BUSINESS** the property of the **INSURED** and/or **EMPLOYEES** or hired in for which the **INSURED** and/or **EMPLOYEES** are responsible under a written contract of hire

### TRADE or BUSINESS

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

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

### UNOCCUPIED

means empty or not in use

# GENERAL CONDITIONS

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

**Conditions 1 to 7 inclusive are all conditions precedent to the liability of the COMPANY**

## **1 OBSERVANCE OF POLICY TERMS**

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

## **2 REASONABLE PRECAUTIONS**

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

## **3 PAYMENT OF PREMIUM**

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

## **4 ALTERATION OF TRADE OR BUSINESS OR NUMBER OF PERSONS WORKING**

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

## **5 CLAIMS - INSUREDS ACTION**

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

- (a) immediately notify the **COMPANY** but no later than
  - (i) 7 days after the date of loss for any claim in respect of riot civil commotion strikers or locked out workers
  - (ii) 7 days after the date of loss for any claim in respect of Hired in Plant
  - (iii) 30 days after the date of loss for any other lossand provide such written information or details as may be required
- (b) immediately notify the Police of any loss of **MONEY** or **DAMAGE** by theft or malicious persons
- (c) do and permit to be done all things reasonably practicable to minimise the **DAMAGE** or to minimise or check any interruption of or interference with the **BUSINESS** or to avoid or diminish the loss
- (d) send to the **COMPANY** immediately on receipt and unacknowledged every letter claim writ summons or process relating to a claim
- (e) not admit liability to any party

## GENERAL CONDITIONS (continued)

- (f) in the event of a claim being made under the Business Interruption Section of the Policy not later than thirty days after the expiry of the **INDEMNITY PERIOD** or within such further time as the **COMPANY** may in writing allow at his own expense deliver to the **COMPANY** in writing a statement setting forth particulars of his claim together with details of all other insurances covering the **DAMAGE** or any part of it or consequential loss of any kind resulting therefrom
- (g) at his own expense produce and furnish to the **COMPANY** such books of account and other documents proofs information explanation and other evidence as may reasonably be required by the **COMPANY** for the purpose of investigating or verifying the claim together with if required a statutory declaration of the truth of the claim and of any matters connected therewith

### 6 CLAIMS - CO-OPERATION

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

### 7 RISK IMPROVEMENT REQUIREMENTS

All Risk Improvement Requirements notified to and agreed by or on behalf of the **INSURED** shall be complied with and continue to be complied with during the whole currency of the Policy

### 8 CLAIMS - COMPANYS RIGHTS

The **COMPANY** having been advised of a claim or of an occurrence which might give rise to a claim under this Policy will be entitled

- (a) to undertake in the name of the **INSURED** the defence control or settlement of any claim and for its own benefit take proceedings in the **INSURED**'S name for the purpose of mitigating the loss or of enforcing any rights or remedies or of obtaining relief or indemnity from other parties whether prior to or after payment of any claim has been made
- (b) to pay to the **INSURED** in settlement of its liability for all claims arising out of any one occurrence or series of occurrences attributable to one original cause either
  - (i) the Limit of Indemnity or Sum Insured of the appropriate Section or
  - (ii) such lesser amount for which the claim or claims may be settledThe **COMPANY** will only provide indemnity for costs fees or expenses incurred up to the date of such payment less any amounts already paid  
This paragraph (b) does not apply to the Employers Liability Insurance Section or the Public and Products Liability Insurance Section
- (c) at its sole option indemnify the **INSURED** by payment reinstatement replacement or repair in respect of any property lost damaged or destroyed or any part thereof The **COMPANY** will not be bound to reinstate exactly or completely but only as circumstances permit in a reasonably sufficient manner and will not in any case expend in respect of any one Item Insured more than the Sum Insured thereon

### 9 PAYMENT OF CLAIMS

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

### 10 CLAIMS - REPAYMENT OF EXCESS

The **INSURED** will repay to the **COMPANY** the amount of any **EXCESS** for which the **COMPANY** has made payment

## GENERAL CONDITIONS (continued)

### 11 DISHONESTY

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

### 12 ARBITRATION

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator in England who is to decide the matter in dispute according to English law and is to be appointed by the parties in accordance with the English statutory provisions in that behalf for the time being in force

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

### 13 OTHER INSURANCES

If at the time of any loss damage or injury there is any other insurance other than a more specific insurance covering the same property or liability or contingency the **COMPANY** will not be liable for more than its rateable proportion thereof and the **INSURED** will declare to the **COMPANY** the existence and terms of any other such insurance and will do all things necessary to secure payment of the relevant proportion of the claim by the other insurance

### 14 VOIDANCE

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

### 15 LAW GOVERNING THE POLICY

Where the **INSURED** is an individual the **INSURED** has the right to choose the law which shall apply to this contract

However the law of England shall apply unless otherwise agreed in writing by the **COMPANY**

Otherwise any dispute or difference concerning liability under or interpretation of this Policy will be governed by and construed in accordance with English law and the **INSURED** will submit any such dispute or difference to the exclusive jurisdiction of the English Courts

### 16 VALUE ADDED TAX

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

## GENERAL CONDITIONS (continued)

### 17 CANCELLATION

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

The **INSURED** may cancel this Policy at any time by giving the **COMPANY** written notice and in such event the **COMPANY** will return a pro rata portion of the premium and tax paid relating to the unexpired period of insurance subject to no claims having been made and no incidents having arisen that could result in a claim under this Policy

### 18 COOLING OFF PERIOD

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

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

### 19 CONTRACTS (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

### 20 EMPLOYERS LIABILITY RIGHT OF RECOVERY

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

However the **INSURED** will repay to the **COMPANY** all sums paid by the **COMPANY** which the **COMPANY** would not have been liable to pay but for the provisions of such law

# GENERAL EXCLUSIONS

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

The **COMPANY** will not be liable for

## **1. Nuclear Risks**

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- (a) loss damage or destruction to any material property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss*
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or fuel from nuclear waste from the combustion of nuclear fuel*
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof**

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

## **2. War Risks**

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

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

## **3. Pressure Waves**

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

## **4. Excluded Property and Contingencies**

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

## **5. Fines or Penalties**

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

## **6. Fraud**

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- (a) loss damage or destruction by fraud forgery or deception*
- (b) theft or any attempt thereat in which any **DIRECTOR PARTNER EMPLOYEE** or any member of the **INSUREDS** family is concerned as principal or accessory*

## **7. Northern Ireland**

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

## GENERAL EXCLUSIONS (continued)

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

### **8. Pollution or Contamination**

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*loss damage or destruction from pollution or contamination unless arising in consequence of **DAMAGE** caused by or resulting in a **DEFINED PERIL***

*This General Exclusion does not apply to the Public and Products Liability Insurance Section and its Extensions*

### **9. Change in Water Table Level**

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*loss damage or destruction attributable solely to change in the water table level*

### **10. Consequential Loss or Damage**

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

### **11. Terrorism**

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

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

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

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

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

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

## GENERAL EXCLUSIONS (continued)

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

### 12. **Date Recognition/Discontinuity Exclusion**

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loss damage or destruction or consequential loss directly or indirectly caused by or consisting of or arising from the failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000

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

or

- (c) otherwise to function correctly

but should such loss damage or destruction or consequential loss result in additional **DAMAGE** or consequential loss (which is not otherwise excluded) caused by

- (i) **DEFINED PERIL** other than theft or
- (ii) theft other than in respect of **MONEY**

where insured and not otherwise excluded then this Exclusion shall not apply to such additional **DAMAGE** or consequential loss

This General Exclusion does not apply to the Employers Liability Insurance Section or the Public and Products Liability Insurance Section

All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary

### 13. **VIRUS OR SIMILAR MECHANISM or HACKING**

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- (1) loss damage or destruction to Computer Equipment auxiliary equipment or computer media directly or indirectly occasioned by or arising from **VIRUS OR SIMILAR MECHANISM or HACKING**
- (2) additional Costs of Working in consequence directly or indirectly of **VIRUS OR SIMILAR MECHANISM or HACKING**
- (3) loss destruction or damage to the Computer Equipment auxiliary equipment or any computer media directly or indirectly caused by or consisting of or additional costs and expenses arising directly or indirectly from the failure of any computer or other equipment or system for recognising capturing saving retaining storing manipulating interpreting calculating or retrieving data whether the property of the **INSURED** or not and whether occurring before during or after the Year 2000
  - (a) correctly to recognise any date as its true calendar date or

## **GENERAL EXCLUSIONS (continued)**

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

*This General Exclusion does not apply to the Public and Products Liability Insurance Section or the Employers Liability Insurance Section*

*All other terms Conditions and Exclusions shall continue to apply but this Exclusion shall take precedence over any provision to the contrary*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION

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

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

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

## LIMIT OF INDEMNITY

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

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

## DISCHARGE OF LIABILITY

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

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

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

## EXCLUSIONS

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

The **COMPANY** will not be liable for

### 1 EXCLUDED LOCATIONS

*liability arising in connection with work on or in*

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

### 2 DEFECTIVE GOODS

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

### 3 LIABILITY UNDER AN AGREEMENT

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

### 4 FAULTY DESIGN

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

### 5 INJURY TO EMPLOYEES

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

### 6 OFFSHORE

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

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

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

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

#### **7 PROPERTY IN INSUREDS CUSTODY**

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

- (i) in the custody or control of or owned by the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE***
- (ii) being worked on by or on behalf of the **INSURED** if loss or damage is as a direct result of such work other than
  - (a) personal effects of **DIRECTORS PARTNERS** or **EMPLOYEES***
  - (b) premises including their contents not owned rented to or leased by the **INSURED** but temporarily occupied by the **INSURED** for the purpose of carrying out work therein or thereon**

#### **8 LOPPING TOPPING OR FELLING OF TREES**

*liability caused by or arising out of*

- (a) lopping topping or felling of trees*
- (b) any pruning of trees shrubs or bushes above 3 metres in height*
- (c) any use of explosives*
- (d) crop spraying*

#### **9 ALARM AND SECURITY INSTALLATIONS**

*liability arising out of or in consequence of*

- (i) the failure or partial failure*
- (ii) advice relating to or the design plan or specification of any form of
  - (a) alarm system equipment or installation*
  - (b) fire control or extinguishment system or installation*
  - (c) electronically operated shutters or cameras or any other form of electronically controlled security equipment*
  - (d) lock or security device**

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

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

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

#### **10 VEHICLES AND CRAFT**

*liability arising out of the ownership possession or use of any*

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

#### **11 PROPERTY DAMAGE EXCESS**

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

#### **12 DATE RECOGNITION/DISCONTINUITY**

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

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

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS - continued**

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

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

### **13 POLLUTION**

*liability in respect of **POLLUTION or CONTAMINATION** including the cost of removing nullifying or cleaning up **POLLUTING or CONTAMINATING or SEEPING SUBSTANCES** or **REMEDIATION** unless directly caused by a sudden identifiable unintended and unexpected occurrence which takes place in its entirety at a specific moment in time and place during the Period of Insurance*

*Provided that*

- (a) all **POLLUTION or CONTAMINATION** which arises out of one occurrence will be deemed to have occurred at the time such occurrence takes place*
- (b) the liability of the **COMPANY** for all damages and claimants costs and expenses payable in respect of all **POLLUTION or CONTAMINATION** which is deemed to have occurred during the Period of Insurance shall not exceed in the aggregate the Limit of Indemnity stated in the Schedule*

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

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION (continued)**

### **EXCLUSIONS** – continued

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

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

#### **14 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

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

#### **15 MOULD**

*liability arising out of mould or toxic mould*

# PUBLIC AND PRODUCTS LIABILITY INSURANCE

## SECTION – EXTENSIONS

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

### 1 CROSS LIABILITIES

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

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

### 2 LEGAL COSTS AND EXPENSES

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

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

which may be the subject of indemnity under this Section

### 3 DEFECTIVE PREMISES ACT 1972

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

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

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

### 4 LEGAL DEFENCE COSTS

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

- (a) the **INSURED**
- (b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

- (i) the Health and Safety at Work etc Act 1974
- (ii) the Health and Safety at Work (Northern Ireland) Order 1978
- (iii) Part II of the Consumer Protection Act 1987

Provided that the offence under such legislation

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

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

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

# PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)

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

## 5 MOTOR CONTINGENT LIABILITY

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

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

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

## 6 LEASED AND RENTED PREMISES

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

### TERRITORIAL LIMITS

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

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

## 7 CONTRACTUAL LIABILITY

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

The **COMPANY** will not be liable for

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

## 8 MECHANICAL PLANT AS TOOL OF TRADE

The **COMPANY** will indemnify the **INSURED** in respect of liability arising out of ownership or use of mechanically propelled plant whilst such plant is being used as a tool of trade within the **TERRITORIAL LIMITS** but not in respect of any liability

- (a) in connection with any watercraft hovercraft or aircraft
- (b) if indemnity is provided under any other insurance or security
- (c) which is required to be insured under any road traffic legislation or is the subject of other security

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)**

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

### **9 INDEMNITY TO PRINCIPAL**

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

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

### **10 COURT ATTENDANCE COMPENSATION**

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

- (a) any **DIRECTOR** or **PARTNER** £500
- (b) any **EMPLOYEE** £250

### **11 DATA PROTECTION ACT 1998**

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

Provided that

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

The **COMPANY** will not be liable for

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

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)**

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

### **12 OVERSEAS PERSONAL LIABILITY**

The **COMPANY** will indemnify the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE** or any family member accompanying them against legal liability incurred in a personal capacity arising out of accidental

- (ii) for liability more specifically insured
- (iii) for liability arising under contract or agreement unless the liability would have arisen in the absence of such contract or agreement

- (a) **INJURY** to any person
- (b) physical loss of or physical damage to material property

occurring during the Period of Insurance within the territories stated in (2) and (3) of the **TERRITORIAL LIMITS** during temporary visits in connection with the **TRADE or BUSINESS**

Provided that

- (i) the conduct and control of all claims is vested in the **COMPANY**
- (ii) any person entitled to indemnity under this Extension complies with and is subject to the terms Conditions and Exclusions of this Policy in so far as they can apply
- (iii) the liability of the **COMPANY** will not exceed the Limit of Indemnity stated in the Schedule

The **COMPANY** will not be liable

- (i) for liability arising from
  - (a) any business profession or trade
  - (b) ownership or occupation of land or buildings
  - (c) ownership possession or use of
    - firearms (other than sporting guns)
    - mechanically propelled vehicles and anything attached to them
    - craft intended to travel through air or space
    - hovercraft and watercraft (other than non mechanically propelled craft less than 9 metres in length used on inland waters)
    - animals (other than pet domestic animals)
  - (d) property held in trust
  - (e) **INJURY** to the **INSURED** or such **DIRECTOR PARTNER** or **EMPLOYEE** or family member accompanying them

## **PUBLIC AND PRODUCTS LIABILITY INSURANCE SECTION – EXTENSIONS (continued)**

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

### **13 PROFESSIONAL INDEMNITY**

The insurance provided by this Extension is on a claims-made basis which means that the **COMPANY** will only handle claims first made during the Period of Insurance and notified in accordance with General Condition 5

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as compensatory damages together with Costs and Expenses up to an amount not exceeding £75,000 in total arising from any breach of professional duty other than libel and slander but including wrongful advice design or specification or any negligent act error or omission committed in good faith in connection with the conduct of the **TRADE** or **BUSINESS** provided that the breach is notified to the **COMPANY** during the Period of Insurance and has not already been notified to a previous insurer.

The maximum liability of the **COMPANY** in respect of this Extension in respect of or arising out of any one occurrence attributable to one original cause and in any one Period of Insurance will not exceed £75,000 in the aggregate

Exclusion 4 of this Section will not apply to this Extension

The **COMPANY** will not be liable for

- (i) the first £1,000 of each and every claim under this extension
- (ii) any claim arising from the provision of any advice design or specification where the **INSURED** contracts to
  - (a) manufacture construct erect or install or
  - (b) supply materials or equipmentprovided that this Exclusion shall not apply to project models or displays

This Extension is cancelled if the Professional Indemnity Insurance Section of this Policy is operative

### **14 JURY SERVICE COMPENSATION**

The **COMPANY** will indemnify the **INSURED** in the event of any **DIRECTOR PARTNER** or **EMPLOYEE** of the **INSURED** attending court for jury service

The **COMPANY** will provide compensation to the **INSURED** at a rate of £250 per day maximum for each day on which attendance is required subject to a maximum limit of liability of £1000 in any one period of insurance

## **PUBLIC LIABILITY INSURANCE SECTION – OPTIONAL EXTENSIONS**

The Optional Extensions specified below are operative only when shown as insured in the Schedule  
These Extensions are subject to all other terms conditions and exclusions of this Policy

### **1. Efficacy Extension for Incidental Fire and Security Alarm and Installation work**

The Public Liability Insurance Section of the Policy is extended to indemnify the **INSURED** subject to the terms definitions exclusions and conditions of this Section and of its Extensions and of the Policy and any Endorsement attached thereto in respect of liability arising out of or in consequence of

- (i) the failure or partial failure
- (ii) advice design plan or specification of any form of
  - (a) alarm system equipment or installation
  - (b) fire control or extinguishment system or installation
  - (c) electronically operated shutters or cameras or any other form of electronically controlled security equipment
  - (d) lock or security device

installed maintained or repaired by the **INSURED**

Except that this extension shall not apply if the total value of all such installation repair or maintenance exceeds 15% of the **INSUREDS** annual turnover

The maximum liability of the **COMPANY** in respect of this Extension in respect of or arising out of any one occurrence attributable to one original cause and in any one Period of Insurance will not exceed £100,000 in the aggregate

### **2. Efficacy Extension for Fire and Security Alarm and Installation work**

The Public Liability Insurance Section of the Policy is extended to indemnify the **INSURED** subject to the terms definitions exclusions and conditions of this Section and of its Extensions and of the Policy and any Endorsement attached thereto in respect of liability arising out of or in consequence of

- (iii) the failure or partial failure
- (iv) advice design plan or specification of any form of
  - (a) alarm system equipment or installation
  - (b) fire control or extinguishment system or installation
  - (c) electronically operated shutters or cameras or any other form of electronically controlled security equipment
  - (d) lock or security device

installed maintained or repaired by the **INSURED**

The maximum liability of the **COMPANY** in respect of this Extension in respect of or arising out of any one occurrence attributable to one original cause and in any one Period of Insurance will not exceed £1,000,000 in the aggregate

## **PUBLIC LIABILITY INSURANCE SECTION – OPTIONAL EXTENSIONS (continued)**

The Optional Extensions specified below are operative only when shown as insured in the Schedule

These Extensions are subject to all other terms conditions and exclusions of this Policy

### **3. Financial Loss Extension**

The Public Liability Section of the Policy is extended to indemnify the **INSURED** subject to the terms definitions exclusions and conditions of this Section and of its Extensions and of the Policy and any Endorsement attached thereto against all sums which the **INSURED** shall become legally liable to pay as compensatory damages and claimants costs and expenses for accidental Financial Loss as defined below occurring in connection with the **BUSINESS** during the Period of Insurance at the **PREMISES** and elsewhere within the **TERRITORIAL LIMITS**

#### **Limit of Indemnity**

The liability of the **COMPANY** for all claims for **FINANCIAL LOSS** arising out of this Endorsement will not exceed £50,000 in any one Period of Insurance

#### **Financial Loss**

For the purpose of this Endorsement Financial Loss shall mean a pecuniary loss cost or expense and not occasioned by **INJURY** or physical loss or **POLLUTION** or **CONTAMINATION**

### **Exclusions**

*In addition to the General Exclusions of the Policy and the Exclusions to this Section and the exclusions to any extensions all of which shall apply to the insurance provided under this Endorsement the following Exclusions shall also apply*

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

- (1) the first 10% of any loss or £2,500 whichever is the greater which amount shall be retained by the **INSURED** as their own liability and uninsured
- (2) liability which results from any deliberate act or omission of the **INSURED** and which could reasonably have been expected having regard to the nature and circumstances of such act or omission
- (3) liability which results from fraud dishonesty insolvency financial default conspiracy conversion deceit intimidation inducement or breach of contract injurious falsehood or passing off or infringement of trademark trade name merchandise mark registered design copyright or patent right or negligent misstatements
- (4) any act of libel or slander or defamation
- (5) the abandonment or postponement of any exhibition meeting function or other event organised by the **INSURED**
- (6) liability arising by virtue of the Data Protection Act 1998
- (7) liability suffered as a result of non-delivery or late delivery of goods or non-completion or late completion of works or operations by or on behalf of the **INSURED**
- (8) liability in respect of prototype goods which are supplied on an experimental or trial basis
- (9) Financial Loss arising solely from the failure or unsuitability of products to perform the function for which they were manufactured sold supplied repaired serviced tested or processed where such failure or unsuitability is directly or indirectly traceable to any defect in the design formula specification or quality assurance system of such products
- (10) loss of money (or for refunds) securities and electronic data
- (11) Financial Loss arising out of advice design formula plan or specification given separately for a fee or other remuneration
- (12) Financial Loss arising out of the inspection or certification of electrical systems or installations unless such systems or installations have been installed maintained or repaired by the **INSURED**

# PUBLIC AND PRODUCTS LIABILITY INSURANCE

## SECTION – CONDITIONS

These Conditions apply in addition to the General Conditions

### 1 HEAT EQUIPMENT PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that the following precautions must be observed on each occasion there is use away from the **INSUREDS PREMISES** of hot air guns blow lamps blow torches welding or flame cutting equipment grinding wheels angle grinders disc cutters or gas space heaters

- (a) equipment will be lit as short a time as possible before use and extinguished immediately after use
- (b) equipment which is lit or switched on must not be left unattended
- (c) at least one 2 gallon or 9 litre fire extinguisher per item of heat equipment in use must be kept available for immediate use
- (d) the site must be cleared of moveable combustible materials from within 6 metres of the place of work and all combustible material which cannot be moved must be covered by overlapping sheets of flame proof material
- (e) a fire safety check of the working area must be carried out immediately after completion of each period of work and again thirty minutes after such period of work ceases

### 2 BITUMASTIC PRODUCTS PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that

- (a) bitumastic products are not heated in or on any building
- (b) vessels for heating bitumastic products are continuously attended whilst heating is taking place

### 3 FLAMMABLE SOLVENT PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that the following precautions must be observed on each occasion there is use away from the **INSUREDS PREMISES** of solvents or glues with a flashpoint below 23 degrees Centigrade

- (a) smoking must not take place
- (b) no item for the application or supply of heat must be used
- (c) prior to commencement of work the site of work must be checked by the **INSURED** and all naked flames in pilot lights and appliances extinguished
- (d) adequate ventilation must be maintained at the site of work

### 4 UNDERGROUND SERVICES PRECAUTIONS

It is a condition precedent to the liability of the **COMPANY** that prior to the commencement of any digging or excavation work the **INSURED** must take or cause to be taken all reasonable measures to ascertain the position of all pipes cables and underground services at the site of work (including the use of any telephone enquiry facility for the location of underground services) with their owner or the relevant authority responsible and retain a written record of such measures

### 5 BONA FIDE SUBCONTRACTORS

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

- (a) the **INSURED** shall check prior to their appointment that such Bona Fide subcontractor holds current Public Liability insurance with a minimum Limit of Indemnity of £2,000,000 and appropriate to the work to be carried out
- (b) in the event of a claim in relation to work carried out by any Bona Fide subcontractor the **INSURED** shall provide documentary evidence of the Public Liability insurance held by such Bona Fide subcontractor at the time of their appointment to carry out the work

# EMPLOYERS LIABILITY INSURANCE SECTION

The Employers Liability Insurance Section is operative only if it is shown as being operative in the Schedule

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

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

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

which may be the subject of indemnity under this Section

## LIMIT OF INDEMNITY

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

## DISCHARGE OF LIABILITY

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

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

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

## EXCLUSIONS

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

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

### 1 PASSENGER LIABILITY

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

### 2 OFFSHORE

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

### 3 EXCLUDED LOCATIONS

***INJURY** arising in connection with work on or in*

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

### 4 LOPPING TOPPING OR FELLING OF TREES

*liability caused by or arising out of*

- (a) *lopping topping or felling of trees*
- (b) *any pruning of trees shrubs or bushes above 3 metres in height*
- (c) *any use of explosives*
- (d) *crop spraying*

## EMPLOYERS LIABILITY INSURANCE SECTION (continued)

### **EXCLUSIONS**

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

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

### **5 ASBESTOS**

*any liability of whatsoever nature arising out of mining processing manufacturing removing disposing of distributing or storing of asbestos or products made entirely or mainly of asbestos*

*This Exclusion shall not apply in respect of such removal or disposal provided that*

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

# EMPLOYERS LIABILITY INSURANCE SECTION – EXTENSIONS

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

## 1 LEGAL DEFENCE COSTS

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

- (a) the **INSURED**
- (b) at the **INSURED'S** request any **DIRECTOR PARTNER** or **EMPLOYEE**

against prosecution or incurred in connection with appeal against conviction arising from such prosecution under the provisions of

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

Provided that the offence under such legislation

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

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

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

## 2 INDEMNITY TO PRINCIPAL

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

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

## 3 EMPLOYEES UNSATISFIED DAMAGES

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

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

## 4 COURT ATTENDANCE COMPENSATION

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

- (a) any **DIRECTOR** or **PARTNER** £500
- (b) any **EMPLOYEE** £250

# TAX & PROPERTY PROTECTION INSURANCE SECTION

The Tax & Property Protection Insurance Section is not operative if the Legal Expenses Insurance Section is shown as being operative in the Schedule

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

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

## LIMIT OF INDEMNITY

The maximum liability of the **COMPANY** payable under this Section is £25000 per **TAX INVESTIGATION** or **PROCEEDINGS** and limited to £50000 in the aggregate in the Period of Insurance

## SPECIAL CONDITION

This applies in addition to the General Conditions

## COMPANYS CONSENT

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

## EXCLUSIONS

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

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

- 1** any **FEES AND EXPENSES** incurred before the **COMPANYS** consent has been given
- 2** any cause event or circumstance occurring prior to the first Period of Insurance under this Policy
- 3** any liability for the costs of a **TAX INVESTIGATION**
  - (a) if at the end of the **TAX INVESTIGATION** the **INSURED** is assessed to tax on profits in any year which are more than 15% greater than the profits the **INSURED** had declared before the investigation started or found to have overstated losses in any year by over 15% more than the losses the **INSURED** had declared before the investigation began
  - (b) which arises out of the **INSUREDS** accounts or returns having been submitted by Her Majesty's Revenue and Customs in a penalty position under the auspices of the Taxes Management Act 1970 or the Finance Act 1998 which arises out of the **INSURED** not maintaining accurate truthful and up-to-date records
- 4** the cost of **PROCEEDINGS** in respect of any claim
  - (a) arising from a contract made between the **INSURED** and a third party
  - (b) arising from a lease or licence to occupy land or property and disputes relating to the occupation of land or property owned by the **INSURED** by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on behalf of the **INSURED**
  - (c) involving goods in transit or good hired or lent to third parties or goods at premises other than those occupied by the **INSURED**
  - (d) involving a motor vehicle belonging to or in the possession of the **INSURED**
  - (e) arising from an appeal against refusal of planning permission

## **TAX & PROPERTY PROTECTION INSURANCE SECTION (continued)**

- (f) *first notified to the **COMPANY** more than 180 days after the termination of this insurance or after the **INSURED** has ceased trading*

# EMPLOYMENT & PROSECUTION PROTECTION INSURANCE SECTION

The Employment & Prosecution Protection Insurance Section is only operative if the Employers Liability Insurance Section is shown as operative in the Schedule and the Legal Expenses Insurance Section is shown as not being operative in the Schedule

## A. EMPLOYMENT PROTECTION

The **COMPANY** will indemnify the **INSURED** against **FEES AND EXPENSES** incurred in defending any claim or **PROCEEDINGS** made brought or commenced and notified during the Period of Insurance in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS** following a dispute with an **EMPLOYEE** which arises out of or relates to his contract of employment with the **INSURED** or a breach of employment related legislation. The **COMPANY** will also indemnify the **INSURED** against **AWARDS OF COMPENSATION** in connection with such claim or **PROCEEDINGS**. Provided that in all circumstances the **INSURED** has sought the advice of the **LEGAL HELPLINE** before dismissing an **EMPLOYEE** or changing an **EMPLOYEE'S** contract of employment or if the **INSURED** receives a complaint from an **EMPLOYEE** regarding their contract of employment or any other circumstance which may give rise to a claim as to the procedure to be adopted and has acted on all such advice with due diligence.

### LIMIT OF INDEMNITY (EMPLOYMENT PROTECTION)

The maximum liability of the **COMPANY** payable under this Section is £25000 per dispute and limited to £100000 in the aggregate in the Period of Insurance.

### SPECIAL CONDITION - COMPANYS CONSENT

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

## EXCLUSIONS

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

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

# EMPLOYMENT & PROSECUTION PROTECTION INSURANCE SECTION (continued)

## SPECIFIC DEFINITION

For the purposes of Employment Protection

**EMPLOYEE** means any person under a contract of service or apprenticeship with the **INSURED**

## B. PROSECUTION DEFENCE FOR EMPLOYEES

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

### LIMIT OF INDEMNITY (PROSECUTION DEFENCE FOR EMPLOYEES)

The maximum liability of the **COMPANY** payable under this Section is £25000 per dispute and limited to £50000 in the aggregate in the Period of Insurance

### SPECIAL CONDITION - COMPANYS CONSENT

This applies in addition to the General Conditions

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

## SPECIFIC DEFINITION

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

## EXCLUSIONS

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

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

## TOOLS AND TRANSIT INSURANCE SECTION

The Tools and Transit Insurance Section is operative only if it is shown as being operative in the Schedule

The **COMPANY** will indemnify the **INSURED** against **DAMAGE** occurring within the **TERRITORIAL LIMITS** during the Period of Insurance to

- (a) **TOOLS OF TRADE** provided that the **COMPANY** shall not be liable for
- (i) more than the **TOOLS OF TRADE** Sum Insured shown in the Schedule for each individual **INSURED** or **EMPLOYEE** in respect of any one occurrence or series of occurrences attributable to one original cause or source
  - (ii) more than £1,500 in respect of any one item insured under this Section
- (b) materials and other goods for incorporation in the **CONTRACT** the property of the **INSURED** or held by the **INSURED** in trust or on commission being carried by the **INSURED** motor vehicle(s) for an amount not exceeding the Sum Insured shown in the schedule in respect of any one occurrence or series of occurrences attributable to one original cause or source

### **EXCLUSIONS**

*These apply in addition to the General Exclusions*

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

- (1) *loss of or damage to **MONEY** documents or title deeds bonds bills of exchange promissory notes precious stones bullion gold or silver articles and jewellery*
- (2) *loss of or injury to livestock*
- (3) *loss or damage due to wear and tear moths vermin deterioration rust or any other gradually operating cause (unless consequent upon accident to the conveyance fire or explosion) depreciation delay or the carriage of explosives mechanical or electrical breakdown or failure*
- (4) *theft from open sided or open backed vehicles/trailers*
- (5) *theft of any mobile telephone or computer (including parts equipment and accessories) or computer software from an unattended motor vehicle or trailer unless*
  - (a) *such property is secured in a locked boot or locked glove box within the vehicle and*
  - (b) *such theft results from forcible and violent entry into a securely locked motor vehicle*
- (6) *theft from any unattended motor vehicle and/or trailer between the hours of 20.00 and 07.00 unless the vehicle or trailer*
  - (a) *is in a securely locked garage or*
  - (b) *has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Thatcham recognised installer or former Vehicle Security Installation Board accredited installer Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle*
- (7) *loss of or damage to glass other than arising from the explosion or theft or accident to the conveying vehicle*
- (8) *any consequential losses or any costs of replacing or reinstating data or re-writing documents*
- (9) *the first £200 for each and every loss in respect of loss of or damage to computers or to computer equipment accessories parts or software*

## TOOLS AND TRANSIT INSURANCE SECTION – (continued)

### **EXCLUSIONS**

*These apply in addition to the General Exclusions*

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

- (10) the first £100 of each and every loss in respect of loss of or damage to glass or non-ferrous metals*
- (11) the first £100 of each and every loss in respect of all other losses*

## TOOLS AND TRANSIT INSURANCE SECTION – EXTENSIONS

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

### **1 ALTERNATIVE ACCOMMODATION**

If **PREMISES** normally occupied by the **INSURED** as the main or sole **PREMISES** for the purpose of the **TRADE or BUSINESS** cannot be occupied by the **INSURED** as a direct result of **DAMAGE** to such **PREMISES** during the Period of Insurance caused by Fire Explosion Storm or Flood the **COMPANY** will pay the cost of equivalent temporary alternative accommodation for a period of up to 12 months and for an amount not exceeding £500 for each month and £6000 in total

The **COMPANY** will not be liable under this Extension for costs arising from

- (a) loss damage or destruction caused to gates fences or any moveable property in the open
- (b) loss damage or destruction caused by frost subsidence ground heave or landslip
- (c) the first 7 days of such alternative accommodation

#### Savings

The amount payable by the **COMPANY** for Alternative Accommodation shall be reduced by all and any charges or expenses to the **TRADE or BUSINESS** which cease or reduce in consequence of the **DAMAGE** to or unoccupancy of the damaged **PREMISES**

#### Private Dwelling Houses

If the **INSURED** partly occupies a private dwelling house as the sole or main **PREMISES** for the purpose of the **TRADE or BUSINESS** the **COMPANY** will pay only that part or proportion of any cost of Alternative Accommodation which relates to occupation for the purpose of the **TRADE or BUSINESS** in the event of **DAMAGE**

## **TOOLS AND TRANSIT INSURANCE SECTION – CONDITIONS**

To the extent these Conditions are able to take effect as conditions precedent to the liability of the **COMPANY** under this Policy they are deemed to be conditions precedent to the liability of the **COMPANY** and apply in addition to the General Conditions

- (1) All losses involving theft or disappearance shall be reported immediately to the police
- (2) The **INSURED** shall provide all help assistance and cooperation required by the **COMPANY** in connection with any claim
- (3) The **COMPANY** shall be entitled
  - (1) on the happening of any **DAMAGE** to take and keep possession of the property and to deal with the salvage in a reasonable manner but property may not be abandoned to the **COMPANY**
  - (2) to indemnify the **INSURED** by
    - (a) payment of the amount of the loss or
    - (b) a replacement or repair of the property or any part thereof insofar as it is practicable to do so and the **INSURED** shall at no cost to the **COMPANY** produce such plans documents books and information as the **COMPANY** may reasonably require
- (4) If at the time of any **DAMAGE** to Property there is any other insurance covering the same property the **COMPANY** shall not be liable for more than its rateable proportion of any claim for such **DAMAGE**

# PROPERTY ALL RISKS INSURANCE SECTION

The Property All Risks Insurance Section is operative only if it is shown as being operative in the Schedule

## THE INSURANCE

## SECTION EXCLUSIONS

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

If **DAMAGE** occurs within the **TERRITORIAL LIMITS** to

The **COMPANY** will not be liable for

### 1. Property Insured

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Described in the Schedule at the **PREMISES** (i) the **EXCESS** of £100

### 2. Property not at the **PREMISES** being

- 
- |  |  |
|--|--|
| A. Computer records documents manuscripts and business books   | A. (i) the <b>EXCESS</b> of £100<br>(ii) theft unless from a locked building<br>(iii) any amount in excess of 25% of the Sum Insured for <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b><br>(iv) loss damage or destruction unless <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b> are insured by this Section<br>(v) loss damage or destruction to computer records not included under the Definition of <b>BUSINESS CONTENTS</b> |
| B. <b>BUSINESS CONTENTS</b> temporarily removed from the <b>PREMISES</b> for cleaning renovation or repair                                       | B. (i) the <b>EXCESS</b> of £100<br>(ii) any amount in excess of 25% of the Sum Insured for <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b>  |
| C. <b>STOCK</b> and <b>BUSINESS CONTENTS</b> in any building at exhibition premises in which the <b>INSURED</b> is participating as an exhibitor | C. (i) the <b>EXCESS</b> of £100<br>(ii) any amount in excess of 50% of the Sum Insured for <b>BUSINESS CONTENTS</b> at the <b>PREMISES</b><br>(iii) loss damage or destruction to <b>STOCK</b> or <b>BUSINESS CONTENTS</b> unless such Property at that <b>PREMISES</b> is insured by this Section<br>(iv) theft from any stand or display whilst left unattended unless the exhibition premises are closed and secure            |

the **COMPANY** will pay to the **INSURED** the amount of loss as stated in the Basis of Settlement

# PROPERTY ALL RISKS INSURANCE SECTION – EXTENSIONS

## SECTION EXCLUSIONS

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

The **COMPANY** will not be liable for

### 1. Money

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This Section also insures **DAMAGE** to **MONEY**

- (a) in transit anywhere within the **TERRITORIAL LIMITS** up to £1000
- (b) on the **PREMISES** not in a locked safe or strongroom up to £500
- (c) on the **PREMISES** in a locked safe or strongroom up to £1000

- (i) the **EXCESS** of £100
- (ii) any amount in excess of £1000 in total
- (iii) loss damage or destruction unless **BUSINESS CONTENTS** at the **PREMISES** are insured by this Section
- (iv) depreciation shortages errors omissions or direct or indirect consequential loss of any kind
- (v) loss damage or destruction arising from theft fraud or dishonesty of a **DIRECTOR PARTNER** or **EMPLOYEE** not discovered within seven working days of the event
- (vi) loss damage or destruction due to use of counterfeit **MONEY**
- (vii) loss from any
  - (a) unattended vehicle
  - (b) coin operated machine

### 2. Designation

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Where necessary the Item heading under which any Property is insured will be determined by the Designation under which such property appears in **INSUREDS** books

### 3. Workmen

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Workmen may be employed to effect repairs decoration general maintenance and minor alterations without prejudice to the insurance hereby

### 4. Other Interests

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The interest of parties supplying property to the **INSURED** under a hiring leasing or similar agreement or lending money for its purchase are noted in the insurance provided by this Section on **BUSINESS CONTENTS** and in the event of any claim hereunder the nature and extent of any such interest will be disclosed to the **COMPANY**

# PROPERTY ALL RISKS INSURANCE SECTION – EXCLUSIONS

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

The **COMPANY** will not be liable for

## 1. loss damage or destruction caused by or consisting of

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- A. (i) faulty or defective designs or materials  
(ii) inherent vice latent defect gradual deterioration wear and tear or frost  
(iii) faulty or defective workmanship operational error or omission or lack of maintenance on the part of the **INSURED** or any **DIRECTOR PARTNER** or **EMPLOYEE**  
(iv) the bursting of  
(a) any boiler not used for domestic purposes only  
(b) any economiser or other vessel machine or apparatus  
belonging to or under the control of the **INSURED** in which internal pressure is due to steam only  
but this will not exclude subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- B. (i) corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness mould or toxic mould marring scratching vermin or insects  
(ii) change in temperature colour flavour texture or finish  
(iii) joint leakage failure of welds cracking fracturing collapse or overheating of boilers economisers superheaters pressure vessels or any range of steam and feed piping  
(iv) mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates  
but this will not exclude  
(a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded  
(b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- C. theft or attempted theft from  
(i) (a) the buildings or outbuildings  
(b) any building not at the **PREMISES**  
which does not involve entry to or exit from them by forcible and violent means or by actual or threatened assault or violence  
(ii) any part of the buildings not occupied by the **INSURED** for the purpose of the **BUSINESS**  
(iii) the open  
(iv) any vehicle or trailer  
(v) any **UNOCCUPIED** building  
but this will not exclude  
(a) such **DAMAGE** which itself results from other **DAMAGE** and is not otherwise excluded  
(b) subsequent **DAMAGE** which itself results from a cause not otherwise excluded
- D. (i) subsidence ground heave or landslip unless it results from a **DEFINED PERIL** other than storm or flood and which is not otherwise excluded  
(ii) normal settlement or bedding down of new structures
- E. disappearance unexplained or inventory shortage misfiling or misplacing of information
- F. contractors on the **PREMISES** for the purpose of carrying out contract works structural or other substantial alterations or extensions to buildings (including any contract under JCT conditions)

## **PROPERTY ALL RISKS INSURANCE SECTION – EXCLUSIONS (Continued)**

### **2. loss damage or destruction**

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- A. *by wind rain hail sleet snow flood or dust to any moveable property in the open*
  
- B. *to the Property Insured*
  - (i) *by fire caused by its undergoing any process involving the application of heat*
  - (ii) *resulting from its undergoing any process of production packing treatment testing commissioning servicing or repair but this will not apply to any **DAMAGE** caused by a **DEFINED PERIL** and not otherwise excluded*
  
- C. *caused by*
  - (i) *freezing*
  - (ii) *escape of water from any tank apparatus or pipe*
  - (iii) *malicious persons not acting on behalf of or in connection with any political organisation but this will not apply to any **DAMAGE** by fire or explosion which is not otherwise excluded in any building which is **UNOCCUPIED***

### **3. loss damage or destruction to**

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- (i) *vehicles licensed for road use (including accessories) caravans trailers railway locomotives rolling stock watercraft or aircraft*
- (ii) *property or structures in the course of construction or erection and materials or supplies in connection with all such property*
- (iii) *land pavements piers jetties bridges culverts or excavations*
- (iv) *livestock growing crops or trees*
- (v) *jewellery precious stones precious metals bullion furs curiosities works of art or rare books*

### **4. Consequential Loss or Damage**

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*consequential loss or damage of any kind or description except loss of rent where such an Item appears in the Schedule*

# PROPERTY ALL RISKS INSURANCE SECTION – BASIS OF SETTLEMENT

1 In respect of **BUSINESS CONTENTS** the **COMPANY** will pay

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- A the cost of reinstatement being where the property is
- (i) lost or destroyed the cost of its replacement by similar property
  - (ii) damaged the cost of repairing or restoring the damaged portions

in either case to a condition substantially the same as but not better or more extensive than its condition when new

- B the cost of removing debris being the cost incurred with the **COMPANYS** consent in removing debris but excluding any costs or expenses
- (i) incurred in removing debris from outside the site of the **PREMISES** at which the **DAMAGE** has occurred other than from the area immediately adjacent to that site
  - (ii) arising from pollution or contamination of property not insured by this Section

- C the cost of professional fees necessarily incurred in the reinstatement of the property but not for preparing any claim

The **COMPANYS** liability shall not exceed the Sums Insured stated in the Policy Schedule

Where **DAMAGE** occurs to only part of the property the **COMPANYS** liability will not exceed the amount which the **COMPANY** would have been liable to pay had the property been wholly destroyed

2 In respect of computer records documents manuscripts and business books the **COMPANY** will pay

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- (i) the value of the materials as stationery
  - (ii) for the clerical labour and computer time expended in reproducing such computer records or writing up such documents
  - (iii) the costs necessarily and reasonably incurred in connection with the reproduction of any information to be recorded
- but excluding the value to the **INSURED** of the information on or in such computer records documents manuscripts and business books and subject to the **COMPANYS** liability not exceeding the limit stated in the definition of **BUSINESS CONTENTS** or the Sum Insured whichever is the less

3 In respect of **STOCK** and other insured property not specifically provided for the **COMPANY** will pay

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the value of the property at the time of its loss or destruction or the amount of the damage including the cost of removing debris as defined in the Basis of Settlement 1.B

The undernoted provisions apply

- (i) Contract Price

In respect only of goods sold but not delivered for which the **INSURED** is responsible and with regard to which under the conditions of the sale the sale contract is cancelled by reason of any **DAMAGE** insured either wholly or to the extent of the **DAMAGE** the **COMPANYS** liability will be based on the contract price

- (ii) Insurable Amount

For the purpose of the Underinsurance Provision the Insurable Amount is the contract price of those goods to which provision 3(i) applies and the value at the time of **DAMAGE** to all other property

# PROPERTY ALL RISKS INSURANCE SECTION – BASIS OF SETTLEMENT (continued)

## General Provision applicable to all terms

### Underinsurance

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Under Basis of Settlement 1 2 and 3 if at the time of **DAMAGE** the Sum Insured by the relevant Item on property or interest is less than 85% of the Insurable Amount the amount otherwise payable by the **COMPANY** will be proportionately reduced

# PROPERTY ALL RISKS INSURANCE SECTION – CONDITIONS

## These apply in addition to the General Conditions

### Protective Devices

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It is a condition precedent to the **COMPANYS** liability that whenever the **PREMISES** are left unattended the following protective devices are installed and maintained in full and effective working order at the **PREMISES** and are put into actual operation when the **PREMISES** are left unattended

- (a) Fire Exit doors must be secured
  - (i) by a panic bar with a mechanism to engage a vertical bolt securely at the top and bottom of the door and
  - (ii) by security bolts at the top and bottom of the door
- (b) Single leaf timber doors (other than Fire Exit doors) must be secured by
  - (i) a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate or
  - (ii) a pad bar (with concealed fixings) and a 5 lever closed shackle padlock
- (c) The first closing leaf of any double leaf timber doors (other than Fire Exit doors) must be secured together by
  - (i) a pad bar (with concealed fixings) and a 5 lever closed shackle padlock or
  - (ii) a mortice deadlock that conforms to British Standard 3621 or equivalent and a 7 inch box striking plate
- (d) Outward opening single or double leaf timber doors must also be protected by hinge bolts top and bottom
- (e) Up and Over garage doors must be protected by a padbar and closed shackle padlock at each side that secures the bottom of the door to the door frame in addition to any existing protections
- (f) Roller shutter doors must be protected by either of the following methods
  - (i) the operating chain must be attached by a 5 lever closed shackle padlock to a securely fixed wall or door frame mounted metal pin or ring
  - (ii) a hasp that is welded or bolted to the bottom of the door must be secured by a 5 lever closed shackle padlock to a steel ring or staple that is concreted into or securely bolted to the floor
- (g) Aluminium framed sliding doors must be fitted with hook bolts
- (h) Opening sections in windows on the ground floor and in other windows that are accessible from roofs fire escapes or down pipes must be fitted with key operated window locks unless already protected by integral locks bars or grilles
- (i) Louvres in windows on the ground floor and in other windows that are accessible from roofs fire escapes and down pipes must be permanently fixed in place unless already protected by bars or grilles

# CONTRACT WORKS AND PLANT INSURANCE SECTION

The Contract Works and Plant Insurance Section is operative only if it is shown as being operative in the Schedule

## THE INSURANCE

The **COMPANY** will indemnify the **INSURED** by payment or at the option of the **COMPANY** by reinstatement or repair for **DAMAGE** occurring within England Scotland Wales Northern Ireland Channel Islands or the Isle of Man to

- 1 the contract works being the permanent and temporary works forming part of the **CONTRACT** including materials or other goods for incorporation therein whilst
  - (a) on the **CONTRACT** site
  - (b) in transit to or from the **CONTRACT** site by road rail or inland waterway
  - (c) temporarily stored elsewhere than on any **CONTRACT** site
- 2 constructional plant equipment machinery and site huts other than **TOOLS OF TRADE** in connection with the **TRADE or BUSINESS** whilst
  - (a) on a **CONTRACT** site
  - (b) in transit to or from a **CONTRACT** site by road rail or inland waterway
  - (c) at the **INSUREDS** own **PREMISES** in a securely locked compound garage or building
  - (d) elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair
- 3 Hired in Plant for which liability has been assumed under indemnity clauses incorporated in plant hiring agreements entered into by the **INSURED** whilst
  - (a) on a **CONTRACT** site
  - (b) in transit to or from a **CONTRACT** site by road rail or inland waterway
  - (c) at the **INSUREDS** own **PREMISES** in a securely locked compound garage or building
  - (d) elsewhere in respect of constructional plant equipment and machinery which is undergoing maintenance or repair

## PROVIDED THAT

- 1 such property is property belonging to the **INSURED** or for which the **INSURED** is responsible

## EXCLUSIONS

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

- (1) *loss damage or destruction to any
  - (a) watercraft exceeding 8 metres in length aircraft or hovercraft
  - (b) mechanically propelled vehicle or plant (including anything attached to such vehicle or plant)
    - (i) used in circumstances where compulsory insurance or security is required by any road traffic legislation
    - (ii) where indemnity is provided by any other policy or security*
- (2) *loss damage or destruction to tyres unless the vehicle or plant is damaged at the same time*
- (3) *any amount in excess of the Sums Insured stated in the Schedule to this Policy*
- (4) *consequential loss of any kind or description whatsoever including penalties losses due to delay lack of performance or loss of contract but this Exclusion shall not apply in respect of liability for the payment of continuing hire charges as defined herein provided that such liability has been insured hereby*
- (5) *loss damage or destruction for which the **INSURED** is relieved of responsibility by the conditions of the **CONTRACT***
- (6) *loss damage or destruction due to
  - (a) fault defect error or omission in design plan or specification
  - (b) defective workmanship or materials provided that this Exclusion shall be limited to the structure or work immediately affected and shall not be deemed to exclude **DAMAGE** to other parts of the **CONTRACT** Works or other insured property by an accident resulting from such defect
  - (c) wear and tear rust or other deterioration insects or vermin
  - (d) cessation of work whether total or partial
  - (e) the use or occupation by the **PRINCIPAL** of any portion of the Works which has been delivered up to the **PRINCIPAL***

# CONTRACT WORKS AND PLANT INSURANCE SECTION (Continued)

## THE INSURANCE

- 2 the property is stated as insured in the Schedule to this Policy
- 3 the liability of the **COMPANY** for all **DAMAGE** arising out of any one occurrence or series of occurrences attributable to one original cause or source shall not exceed the Sum Insured in respect of each item of Property Insured stated in the Schedule
- 4 The Sum Insured for
  - (a) Contract Works
  - (b) Own Plant
  - (c) Hired in Plantmeans the aggregate total value at risk at all **CONTRACT** sites at any one time
- 5 the Sums Insured for Contract Works Own Plant and Hired in Plant are each separately subject to **AVERAGE**

## EXCLUSIONS

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

- (7) *loss damage or destruction arising from or caused by
  - (a) mechanical or electrical breakdown or derangement other than that resulting from the negligence of the **INSURED** for which they are responsible under the terms of a hiring agreement
  - (b) the wilful act and/or wilful neglect of the **INSURED***
- (8) *loss damage or destruction to cash bank notes cheques postal orders money orders stamps or securities*
- (9) *loss of property discovered only at the time of taking an inventory unless such loss can be traced to an occurrence notified to the **COMPANY** within the terms of the General Condition 5 of this Policy*
- (10) *loss damage or destruction arising from or caused by confiscation commandeering nationalisation requisition or destruction or loss damage or destruction by order of any government or any public or local authority*
- (11) *loss damage or destruction to the contract works or any part thereof
  - (a) in respect of which a Certificate of Completion has been issued or
  - (b) which has been completed and delivered up to the **PRINCIPAL** or
  - (c) which has been taken into use service or occupation with the permission of the **INSURED** for any purpose other than the performance of the **CONTRACT** unless such loss damage or destruction
    - (i) occurs during the **MAINTENANCE PERIOD** from a cause arising prior to commencement of the **MAINTENANCE PERIOD**
    - (ii) be caused by the **INSURED** in the course of fulfilling his obligations during the **MAINTENANCE PERIOD** in accordance with the conditions of the **CONTRACT**
    - (iii) occurs during a period not exceeding 14 days after the issue of a Certificate of Completion but only to the extent that the **INSURED** may be responsible under the conditions of the **CONTRACT***

## CONTRACT WORKS AND PLANT INSURANCE SECTION (Continued)

### EXCLUSIONS

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

- (12) loss damage or destruction to any
  - (a) plant which is in transit other than by road rail or inland waterway*
  - (b) tower cranes**
- (13) loss damage or destruction arising from or caused by any work on bridges viaducts subways tunnels motorways dams or nuclear installations*
- (14) loss damage or destruction arising from or caused by any work in under or over water or adjoining or adjacent to rivers lakes reservoirs dams or tidal waters or within cofferdams or caissons*
- (15) **DAMAGE** to any property
  - (a) forming part of any structure*
  - (b) which has formed part of any structure prior to the commencement of the contract works**
- (16) an **EXCESS** of £500 in respect of each and every claim resulting from Theft Attempted Theft or Malicious Damage and £250 in respect of any other claim*

## CONTRACT WORKS AND PLANT INSURANCE SECTION EXTENSIONS

The indemnity provided by this Policy shall extend as below subject to all the terms Conditions and Exclusions of this Section and of the Policy

- 1 The interest of the **INSUREDS** Employer/ Principal solely to the extent required by the conditions of the **CONTRACT** in force between the Insured and his Employers/Principal provided always that such Employer/Principal shall as if he were the **INSURED** observe fulfil and be subject to the terms Conditions and Exclusions of this Policy
- 2 Payment of the necessary costs and expenses incurred by the **INSURED** with the consent of the **COMPANY** for the
  - (a) removal of debris
  - (b) dismantling and/or demolishing
  - (c) shoring up or proppingof any damaged property forming the basis of a claim under this Section of the Policy
- 3 Payment of architects surveyors consultants and other professional fees necessarily incurred by the **INSURED** in the reinstatement of the Property Insured consequent upon its **DAMAGE** but not for preparing any claim it being understood that the amount payable for such fees shall not exceed those authorised under the scale or schedule of charges of the appropriate body or institute nor 10% of the Sum Insured stated in the Schedule in respect of the **CONTRACT** works
- 4 **DAMAGE** to deeds plans drawings specification and files provided that the liability of the **COMPANY** shall be restricted to the value of the materials as stationery together with the cost of clerical labour involved in rewriting and not for the value to the **INSURED** of the information contained therein
- 5 In the event of an increase in the value of any **CONTRACT** an automatic increase in the Sum Insured in respect of the Contract works for such **CONTRACT** provided that the amount of such increase shall not exceed 15% of the Sum Insured
- 6 Payment of legal costs and expenses incurred with the written consent of the **COMPANY** in respect of any claim relating to **DAMAGE** to Hired in Plant which may be the subject of indemnity under this Policy
- 7 Provided that Hired in Plant is insured the indemnity extends to include liability assumed by the **INSURED** under indemnity clauses incorporated into plant hiring agreements for payment of continuing hire charges following **DAMAGE** to Hired in Plant for which a claim has been accepted under this Policy by the **COMPANY** Indemnity shall apply for a maximum period of 60 days following **DAMAGE** and the **COMPANY** shall not be liable for the first 48 hours that the plant is out of commission

## LEGAL EXPENSES INSURANCE SECTION

The Legal Expenses Insurance Section is operative only if it is shown as being operative in the Schedule

### THE INSURANCE

The **COMPANY** hereby agrees to the extent and in the manner hereinafter provided to indemnify

- (a) the **INSURED**
- (b) the **INSURED EMPLOYEE**
- (c) the **INSURED DIRECTOR**

up to the Limit of Indemnity specified in the Schedule but not exceeding £100,000 during any one Period of Insurance for the **PROFESSIONAL COSTS AND EXPENSES** of Proceedings within the **TERRITORIAL LIMITS** in respect of the subject matter of insurance when the **INSURED EVENT** is within the Period of Insurance and within such territories but subject always to any limit specified in the Sub-Section Exclusions

## LEGAL EXPENSES INSURANCE SECTION – DEFINITIONS

**The words defined below will have the same meaning wherever they appear in bold capital letters in the Schedule and the Clauses to the Section**

### AMICUS LEGAL

Amicus Legal Ltd who administer claims under this Section of cover on behalf of the **COMPANY**

### ATTENDANCE EXPENSES

the salary or wages of any **EMPLOYEE** or **DIRECTOR** or other officer of the **INSURED** for a period he is absent from work to attend at any court or tribunal hearing either

- (a) as a witness on behalf of the **INSURED** and at the request of the **PROFESSIONAL ADVISER** in respect of a matter involving a valid claim under this Section
- (b) as a party to the **PROCEEDINGS** and at the request of the **PROFESSIONAL ADVISER** in respect of a matter involving a valid claim under this Section
- (c) as a juror

for each half or full day of such attendance and shall be calculated on the basis that

- (i) the period of absence from work shall include the time take to travel to and from the hearing
- (ii) the period of absence from work shall be calculated to the nearest half day taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day
- (iii) for full-time **EMPLOYEES** one whole days salary or wages equals 1/250<sup>th</sup> of the **EMPLOYEES** annual salary or wages at the times of such attendance
- (iv) for part-time **EMPLOYEES** the salary or wages for the period of absence from work shall bear the same proportion of their weekly salary or wages as the period of absence from work bears to their normal working week for the **INSURED**
- (v) the maximum payable in respect of one eight hour period shall be £100 per person
- (vi) the maximum payable in respect of an **INSURED EVENT** is £2,000

### AWARDS OF COMPENSATION

basic and compensatory awards made against the **INSURED** by Employment Tribunals or Employment Appeal Tribunals or settlements to which **AMICUS LEGALS** prior approval has been given

The term does not include awards made under Section 117 of the Employment Rights Act 1996 as amended nor does it include settlement of **PROCEEDINGS** thereunder **AWARDS OF PAY** redundancy payments notice entitlements or pay in lieu thereof or fines or penalties imposed by a court of criminal jurisdiction

# LEGAL EXPENSES INSURANCE SECTION – DEFINITIONS (Continued)

## **AWARDS OF PAY**

awards made under Section 93 of the Employment Rights Act 1996 when an Employment Tribunal or Employment Appeal Tribunal declares the written statement to have been inadequate or untrue but does not include awards made when the **INSURED** has unreasonably refused to supply the written statement

## **CONTRIBUTIONS AGENCY INVESTIGATION**

an inspection of the **INSUREDS** PAYE and National Insurance records and returns by the Inland Revenue National Insurance Contributions Office

## **DISMISSAL**

dismissal has the meaning given to it by Section 95 of the Employment Rights Act 1996 as amended

## **FIRST PERIOD OF INSURANCE**

the first period of insurance provided that cover has remained continuously in force thereafter

## **INLAND REVENUE INQUIRY**

a Full Enquiry into the tax affairs of the **INSURED** involving an examination by the Inland Revenue of the **INSUREDS** books and records and not an Aspect Enquiry into one or more aspects of the **INSUREDS** tax return

## **INSURED DIRECTOR**

any **DIRECTOR** of the **INSURED** including executive officers of the **INSURED**

## **INSURED EMPLOYEE**

any **EMPLOYEE** of the **INSURED**

## **INSURED EVENT**

the incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under this Section

In employment disputes arising from a **DISMISSAL** the Insured Event shall be construed as the effective date of termination of employment in respect of unfair wrongful or constructive **DISMISSAL PROCEEDINGS**

In accountancy matters the Insured Event is defined in the appropriate section of cover

For purposes of the Limit of Indemnity only one Insured Event shall be deemed to have arisen from all causes or by action incidents or events which are related by cause or by time

## **LIMIT OF INDEMNITY**

the amount specified in the Schedule being the maximum sum payable by the **COMPANY** after aggregation of all **PROFESSIONAL COSTS AND EXPENSES** in respect of an **INSURED EVENT**

## **PROCEEDINGS**

civil or criminal tribunal legal proceedings or proceedings or appeals arising therefrom

## **LEGAL EXPENSES INSURANCE SECTION – DEFINITIONS (Continued)**

### **PROFESSIONAL ADVISER**

the solicitor or accountant or other appropriately qualified person firm or company chosen and appointed by **AMICUS LEGAL** pursuant to Condition 2 to act for the **INSURED** or **INSURED DIRECTOR** or **INSURED EMPLOYEE**

### **PROFESSIONAL COSTS AND EXPENSES**

reasonable unrecovered fees and costs up to the hourly rate shown in the **AMICUS LEGAL** fee scale ruling at the time the **PROFESSIONAL ADVISER** is appointed and disbursements reasonably properly and necessarily incurred by the **PROFESSIONAL ADVISER** and the costs on the standard basis of any civil proceedings incurred by a third party for which the **INSURED** may be made liable by order of a court or by agreement

### **STATUTORY LICENCE**

a licence issued under statute or statutory instrument or by government or local authority to the **INSURED** where such licence is necessary to engage in the **BUSINESS** specified in the Schedule and listed as current in the proposal

### **VAT DISPUTE**

a disagreement with HM Revenue & Customs regarding the amount of VAT payable by the **INSURED**

# LEGAL EXPENSES INSURANCE SECTION (Continued)

## THE INSURANCE

### SUB-SECTION 1 – Property Protection Cover

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**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** in pursuit of **PROCEEDINGS** against a third party (other than an **EMPLOYEE** or former employee of the **INSURED**) following an act or omission relating to property owned by the **INSURED** which results in or is likely to result in

- (i) **DAMAGE** to that property and/or
- (ii) pecuniary loss to the **INSURED**

### SUB-SECTION 2 – Prosecution Defence for Employers

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**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** in the defence of **PROCEEDINGS** arising from any act or omission or alleged act or omission which leads to the prosecution of the **INSURED** in a court of criminal jurisdiction and appeals by the **INSURED** against the service of Improvement and Prohibition Notices under the Health and Safety at Work etc Act 1974 before an Employment Tribunal

### SUB-SECTION 3 – Property

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#### A Tenancy Disputes

**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** in the pursuit or defence of **PROCEEDINGS** between the **INSURED** and his Landlord under the terms of the lease or tenancy agreement applying to the business premises of the **INSURED** specified in the Schedule

#### B STATUTORY LICENCE Protection

**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** in an appeal to the relevant statutory body court or tribunal where the relevant authority suspends revokes alters the terms of or refuses to renew the **INSURED'S** license(s) specified in the Schedule

### SUB-SECTION 4 – Employment

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#### A Employment Disputes

**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** in defending **PROCEEDINGS** brought against the **INSURED** in an Employment Tribunal by an **EMPLOYEE** or former **EMPLOYEE** alleging a breach of his or her contract of employment or a breach of his or her statutory rights as an **EMPLOYEE**

**AWARDS OF COMPENSATION REINSTATEMENT/RE-ENGAGEMENT AWARDS** and **AWARDS OF PAY** made against the **INSURED** and arising from any matter described in this Sub-Section

## LEGAL EXPENSES INSURANCE SECTION (Continued)

### B Data Protection Act

**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** in the defence of civil **PROCEEDINGS** arising under the Data Protection Act 1998 and appeals against:

- (i) the refusal of the Data Protection Registrar to register the **INSURED** or to alter the **INSUREDS** registered particulars
- (ii) any enforcement de-registration or transfer prohibition notice served upon the **INSURED**

### C Prosecution Defence for EMPLOYEES

**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by an **INSURED EMPLOYEE** (including **DIRECTORS** and officers) in the defence of **PROCEEDINGS** arising from any act or omission or alleged act or omission which leads to the prosecution of the **INSURED EMPLOYEE** in a court of criminal jurisdiction in respect of any matter arising out of his duties as an **EMPLOYEE of the INSURED**

## SUB-SECTION 5 – Tax

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### A Tax Disputes

**PROFESSIONAL COSTS AND EXPENSES** incurred by the **INSURED** and arising directly from a **VAT DISPUTE** with HM Customs & Excise

The **INSURED EVENT** in respect of **VAT DISPUTES** is the earliest of

- (i) the date on which HM Revenue & Customs request a meeting with the **INSURED** or enters the **INSUREDS** premises or expresses dissatisfaction with any VAT returns of the **INSURED** or
- (ii) the time at which the **INSURED** or the **INSUREDS PROFESSIONAL ADVISER** was first aware or could reasonably have been aware that a **VAT DISPUTE** was likely to arise with HM Revenue & Customs or
- (iii) the date upon which the Notice of Assessment was served

### B INLAND REVENUE ENQUIRIES

**PROFESSIONAL COSTS AND EXPENSES** incurred by the **INSURED** and arising directly from an **INLAND REVENUE ENQUIRY** into the **INSUREDS** accounts and records

The **INSURED EVENT** in respect of **INLAND REVENUE ENQUIRIES** is the **INSUREDS** receipt of a notice under Section 9A(I) or Section 12AC of the Taxes Management Act 1970 or Schedule 18 Paragraph 24(I) of the Finance Act 1988

### C Contribution Agency Investigations

**PROFESSIONAL COSTS AND EXPENSES** and **ATTENDANCE EXPENSES** incurred by the **INSURED** and directly arising from a dispute with the Inland Revenue following a **CONTRIBUTIONS AGENCY INVESTIGATIONS**

For this sub-section of cover the **INSURED EVENT** is the earliest of the dates on which

- (i) the National Contributions Office expresses dissatisfaction with the amounts of National Insurance paid or the returns made and indicates the intention of collecting additional contributions or
- (ii) the Inland Revenue expresses dissatisfaction with the amounts of income to be paid by the **INSURED** in respect of payments to subcontractors not in possession of C156 Certificate or
- (iii) the Inland Revenue commences an investigation into the accuracy of forms P9d or P11d or into the liability of **EMPLOYEES** or **DIRECTORS** to pay additional tax because of alleged inaccuracies in such forms and indicates that it intends to collect additional amounts of tax

# LEGAL EXPENSES INSURANCE SECTION – SUB-SECTION EXCLUSIONS

## EXCLUSIONS

The **COMPANY** will not be liable in respect of

### SUB-SECTION 1

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- (a) any claim arising from a contract made between the **INSURED** and a third party
- (b) any claim arising from a lease or licence to occupy land or property and disputes relating to the occupation of land or property owned by the **INSURED** by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on behalf of the **INSURED**
- (c) any claim involving goods in transit or good hired or lent to third parties or goods at premises other than those occupied by the **INSURED** unless they are at such premises for the purpose of installation or use in work carried out by the **INSURED**
- (d) any claim involving a motor vehicle belonging to or in the possession of the **INSURED** except whilst on the business premises of the **INSURED**
- (e) any claim arising from an appeal against refusal of planning permission

### SUB-SECTION 2

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- (a) any claim arising from deliberate discrimination by an **INSURED** amounting to an act of unlawful discrimination
- (b) fines or other penalties that the **INSURED** is ordered to pay by a court of criminal jurisdiction
- (c) any claim arising from a motor prosecution
- (d) any claim arising from a prosecution of the **INSURED** alleging
  - (i) intentional obstruction by an **INSURED** of a person in the execution of a warrant issued under the Data Protection Act 1998
  - (ii) failure by an **INSURED** to give a person executing such a warrant such assistance as he reasonably requires for its execution
- (e) any claim arising from an incident unconnected with the normal activities of the **INSUREDS TRADE or BUSINESS**

### SUB-SECTION 3A

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- (a) any claim arising from or relating to the amount payment or non-payment of rent
- (b) any claim arising from or relating to the renewal of the lease or tenancy agreement
- (c) any claim arising from injury or disease or death

## LEGAL EXPENSES INSURANCE SECTION – SUB-SECTION EXCLUSIONS (Continued)

### SUB-SECTION 4A

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- (a) any claim which is incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment
- (b) any claim under Article 119 of the Treaty of Rome or under the Equal Pay Act 1970 and amending legislation
- (c) protective awards as defined in Section 189(3) of the Trade Union and Labour Relations (Consolidation) Act 1992 or settlements in respect of such awards
- (d) redundancy payments
- (e) any claim arising from the dismissal of any **EMPLOYEE** unless such dismissal is handled in accordance with the advice provided and procedures laid down by **AMICUS LEGAL** as required by this Section
- (f) any claim arising where the **INSURED EVENT** was within 30 days of the start of the **FIRST PERIOD OF INSURANCE** or within 180 days of the start of the **FIRST PERIOD OF INSURANCE** if the **EMPLOYEE** was at that time subject to disciplinary proceedings or any verbal or written warning
- (g) any claim alleging a breach of a restrictive covenant

### SUB-SECTION 4B

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- (a) claims arising where the **INSURED** is required to be registered pursuant to the Data Protection Act 1998 but has not applied for registration
- (b) **PROCEEDINGS** alleging contempt of the Information Tribunal or Registrar by the **INSURED** or **INSURED DIRECTOR** or **INSURED EMPLOYEE**
- (c) claims arising from a failure to respond to any notice served upon the **INSURED** under the Data Protection Act 1998

### SUB-SECTION 4C

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

### SUB-SECTION 5A 5B AND 5C

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- (a) any claim where the **INSURED** has made statements or representations which are false or misleading in any accounts documents or submissions to the relevant authorities
- (b) any claim where the **INSURED** has failed to notify the relevant authorities of his business status within the statutory period
- (c) any claim where the **INSURED** has failed to maintain full up to date and truthful records or observe and comply with the relevant time limits

## LEGAL EXPENSES INSURANCE SECTION – SUB-SECTION EXCLUSIONS (Continued)

- (d) any claim where the **INSUREDS** income tax return or accounts have been submitted in a penalty position under S10 or S94 of the Taxes Management Act 1970

### SUB-SECTION 5A

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- (a) an **INSURED EVENT** that has occurred as a result of an earlier inspection into the affairs of the **INSUREDS TRADE or BUSINESS** or earlier enforcement proceedings against the **INSUREDS TRADE or BUSINESS**
- (b) any enquiry under S60 of the VAT Act 1994 or a matter handled by the National Investigation Service of H M Customs and Excise
- (c) **PROFESSIONAL COSTS AND EXPENSES** incurred in dealing with routine VAT matters or VAT investigations
- (d) any amount in excess of £25,000

### SUB-SECTION 5B

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- (a) any claim for **PROFESSIONAL COSTS AND EXPENSES** after the **INSURED** has received a notice informing him that an enquiry is concluded
- (b) any claim in respect of an amendment under Section 9(4) of the Taxes Management Act 1970 (a repair) or otherwise than wholly in connection with the **INLAND REVENUE ENQUIRY** into the accounts of the **INSUREDS TRADE or BUSINESS**
- (c) any enquiry by the Special Compliance Office of the Inland Revenue
- (d) income or expenses that have not been recorded in the business accounts of the **INSUREDS TRADE or BUSINESS**

# LEGAL EXPENSES INSURANCE SECTION – SUB-SECTION CONDITIONS

All Sub-Section Conditions are conditions precedent to any liability of the **COMPANY** under this Section

## SUB-SECTION 5A

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- (a) the **INSURED** must have maintained and must continue to maintain accurate truthful and up to date records in accordance with statute and accounting conventions acceptable to HM Customs & Excise and have made all returns and payments except those that are disputed and provided information to HM Customs & Excise in due time
- (b) the **INSURED** must contact **AMICUS LEGAL** (phone 01206 731959) as soon as possible after the **INSURED EVENT** and must comply with the advice given
- (c) **AMICUS LEGAL** shall be notified in writing by the **INSURED** or the **PROFESSIONAL ADVISER** of any invitation by HM Customs & Excise to make an offer in settlement

## SUB-SECTION 5B

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- (a) upon presentation of a claim the **INSURED'S PROFESSIONAL ADVISER** must confirm that the **INLAND REVENUE ENQUIRY** has commenced
- (b) the **INSURED** must have maintained and must continue to maintain accurate truthful and up to date records and make returns in all accordance with statute and accounting conventions acceptable to Inland Revenue and have made all returns and payments except those that are disputed and provided information to Inland Revenue in due time
- (c) **AMICUS LEGAL** shall be notified in writing by the **INSURED** or the **PROFESSIONAL ADVISER** of any invitation by the Inland Revenue to make an offer in settlement

## SUB-SECTION 5C

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- (a) the **INSURED** must have maintained and continue to maintain accurate truthful and up to date records and make returns all in accordance with statute and accounting conventions acceptable to Inland Revenue and have made all returns and payments except those which are disputed and provided information to Inland Revenue in due time
- (b) **AMICUS LEGAL** shall be notified in writing by the **INSURED** or the **PROFESSIONAL ADVISER** of any invitation by the Inland Revenue to make an offer in settlement

## LEGAL EXPENSES INSURANCE SECTION – EXCLUSIONS

- (1) The **COMPANY** will not be liable for any claim
- (a) where the **INSURED EVENT** had commenced or occurred before the **FIRST PERIOD OF INSURANCE**
  - (b) where at or prior to the start of the **FIRST PERIOD OF INSURANCE** the **INSURED** in the reasonable judgement of **AMICUS LEGAL** should have realised that a claim might occur
  - (c) prior to written confirmation from **AMICUS LEGAL** that the claim has been accepted or **PROFESSIONAL COSTS AND EXPENSES** beyond those for which **AMICUS LEGAL** has given its prior approval are accepted in accordance with the terms and Conditions of this Section
  - (d) where the **INSURED** fails to instruct or give proper instructions in due time to **AMICUS LEGAL** or to the **PROFESSIONAL ADVISER**
  - (e) where the **INSURED** is responsible for anything which in the reasonable opinion of **AMICUS LEGAL** prejudices his prospects of success in the prosecution defence or settlement of the **PROCEEDINGS**
  - (f) where the **INSURED** fails to provide evidence or information reasonably required by **AMICUS LEGAL** to establish whether support can be provided for an **INSURED** under this Section
  - (g) where the **INSURED** is responsible for anything which in the reasonable opinion of **AMICUS LEGAL** prejudices the **COMPANYS** position in respect of the **PROCEEDINGS**
  - (h) arising from an deliberate criminal act or omission of the **INSURED** or **INSURED DIRECTOR** or **INSURED EMPLOYEE**
    - (i) which is false or fraudulent
    - (j) involving prosecutions which allege dishonesty or intentional violence
    - (k) notified to **AMICUS LEGAL** more than 180 days after the **INSURED EVENT**
    - (l) for an application for a judicial review
    - (m) made by or against the **INSURED** against or by the **COMPANY** or **AMICUS LEGAL**
    - (n) arising from
      - (i) subsidence or mining or quarrying activities
      - (ii) patents copyrights trademarks merchandise marks service marks registered designs intellectual or artistic property secrecy or confidentiality agreements and passing off
      - (iii) computer software
      - (iv) actual planned or proposed works by or under the order of any government or public or local authority
      - (v) planning law including the Town and Country Planning Legislation
      - (vi) the construction of or structural alteration to buildings or parts of buildings
      - (vii) libel or slander or malicious falsehood
  - (o) for any **EXCESS** or any Self Insured Proportion specified in the Schedule or this Section
  - (p) where the **INSURED** or **INSURED DIRECTOR** or **INSURED EMPLOYEE** acts without the consent of **AMICUS LEGAL** or contrary to or in a manner different from the advice of **AMICUS LEGAL** or the **PROFESSIONAL ADVISER**
  - (q) made under this Section which does not arise from and relate to in the normal business activities of the **INSURED** as shown in the Schedule
  - (r) for the prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
  - (s) for **PROFESSIONAL COSTS AND EXPENSES** in adjudications and arbitrations
  - (t) notified to **AMICUS LEGAL** after the **INSURED** has ceased to trade

## **LEGAL EXPENSES INSURANCE SECTION – EXCLUSIONS (Continued)**

- (2) *There is no cover for*
- (a) *costs incurred in avoidable correspondence*
  - (b) *costs which are recoverable from a court tribunal or elsewhere*
  - (c) *damages interest fines or other penalties which the **INSURED** is ordered to pay unless otherwise provided for in this Section*
  - (d) *any claim where the **INSURED** is or but for the existence of this Section would be entitled to indemnity under any other policy or Section or would be so entitled but for a breach or alleged breach by the **INSURED** of the terms of such other policy or Certificate*
- (3) *The costs of any appeal are excluded unless **AMICUS LEGAL** have given their prior written consent to such costs being incurred*

# LEGAL EXPENSES INSURANCE SECTION – CONDITIONS

Conditions Number 5 to 11 inclusive are all conditions precedent to any liability of the **COMPANY** under this Section

## 1. Notices and Communications

All notices and communications by or to the **COMPANY** will be considered to have been duly sent or received if sent or received by **AMICUS LEGAL**

## 2. Appointment of PROFESSIONAL ADVISER

- (a) **AMICUS LEGAL** will choose and appoint a **PROFESSIONAL ADVISER** to act for the **INSURED** unless legal proceedings need to be issued or defended

If so or if a conflict of interest arises the **INSURED** may choose a **PROFESSIONAL ADVISER**

The **COMPANY** will not pay for any **PROFESSIONAL COSTS AND EXPENSES** until the chosen **PROFESSIONAL ADVISER** confirms in writing that he will co-operate with the **INSURED** to enable the **INSURED** to keep to the terms of this Section and provide that **AMICUS LEGAL** and the **PROFESSIONAL ADVISER** agree the hourly rate that will apply to his fees

The fee must be based on **AMICUS LEGALS** published scales and the hourly rate will depend upon the complexity of the case the financial amount at start and the **INSURED'S** location

If the **PROFESSIONAL ADVISER** reasonably refuses to continue acting for the **INSURED** or if the **INSURED** withdraws his instructions without **AMICUS LEGALS** prior consent then the **COMPANYS** liability will cease immediately unless in their absolute discretion **AMICUS LEGAL** agree to the appointment of another **PROFESSIONAL ADVISER**

- (b) Any **EXCESS** shown in the Schedule or elsewhere in this Section shall be paid by the **INSURED** to the **PROFESSIONAL ADVISER** immediately upon his appointment

## 3. Conduct of the PROCEEDINGS

The **INSURED** shall instruct the **PROFESSIONAL ADVISER** nominated

- (a) to provide **AMICUS LEGAL** immediately with
- (i) his views on prospects of success of the **INSURED'S PROCEEDINGS** and
  - (ii) an estimate of the total costs likely to be incurred in the **PROCEEDINGS** with details of his charging rate
- (b) to keep **AMICUS LEGAL** advised fully and promptly on the progress of the case of any change in his view of prospects of success and/or his estimate of costs during the **PROCEEDINGS**

If the **PROFESSIONAL ADVISER** does not comply with these requirements all liability under this Section shall cease

The **COMPANY** will meet the **PROFESSIONAL ADVISERS** costs and Expenses of dealing with the **PROCEEDINGS**

- (a) which have been agreed in advance by **AMICUS LEGAL** as to both amount and purpose and
- (b) while prospects of success in the **PROCEEDINGS** remain reasonable and not otherwise

## LEGAL EXPENSES INSURANCE SECTION – CONDITIONS (Continued)

If prospects of success are reasonable but **AMICUS LEGAL** and the **PROFESSIONAL ADVISER** cannot agree on estimates of costs or on incurred costs either at the start of the **PROCEEDINGS** or subsequently **AMICUS LEGAL** may transfer the conduct of the **PROCEEDINGS** to another **PROFESSIONAL ADVISER** of its choice

### 4. Right to Information

- (a) **AMICUS LEGAL** shall have direct access to the **PROFESSIONAL ADVISER** at all times and the **INSURED** shall co-operate fully with **AMICUS LEGAL** in all respects and shall keep **AMICUS LEGAL** fully and continually informed of all material developments in the matter
- (b) **AMICUS LEGAL** shall be entitled to obtain from the **PROFESSIONAL ADVISER** any information form or report copy of document advice computation account or correspondence relating to the **PROCEEDINGS** whether or not privileged and the **INSURED** shall if so requested forthwith give any instructions to the **PROFESSIONAL ADVISER** which may be required for this purpose
- (c) **AMICUS LEGAL** shall be notified with immediately in writing by the **INSURED** or the **PROFESSIONAL ADVISER** of any offer or payment into court made with a view to settlement and if any offer or payment into court is not accepted by the **INSURED** but the outcome of the **PROCEEDINGS** is considered by **AMICUS LEGAL** to be equally or less favourable to the **INSURED** than the offer or payment into court the **COMPANY** shall have no liability in respect of any further **PROFESSIONAL COSTS AND EXPENSES** unless after being notified of the offer or payment into court **AMICUS LEGAL** shall have given its agreement for **PROCEEDINGS** to continue

### 5. Co-operation Clause

The **INSURED** will co-operate with **AMICUS LEGAL** at all times and reply promptly to any correspondence connected to a claim

### 6. Information to be given to PROFESSIONAL ADVISER

The **INSURED** shall give promptly to the **PROFESSIONAL ADVISER** all information requested and will meet with him whenever requested

### 7. Taxation of Bills

The **INSURED** shall if so requested by **AMICUS LEGAL** instruct the **PROFESSIONAL ADVISER** to submit his bill for taxation or assessment or auditing

### 8. Disputes

In the event of any dispute arising hereunder between the **INSURED** and the **COMPANY** and/or **AMICUS LEGAL** for which provision is not otherwise made such dispute must be referred promptly by the **INSURED** to the arbitration of a single arbitrator who shall be either a solicitor or barrister nominated by the parties or failing agreement by the Law Society

Such arbitration shall be in accordance with the provisions of the Arbitration Acts then in force and shall be binding on the parties

## LEGAL EXPENSES INSURANCE SECTION – CONDITIONS (Continued)

### 9. Notification of Alteration in Risk

The **INSURED** shall notify the **COMPANY** immediately of any alteration in risk which materially affects this Section

The **INSURED** shall also declare information to the **COMPANY** in the form and at the intervals required by the **COMPANY** at its discretion and shall pay additional premium to or receive a refund of premium from the **COMPANY** as the case may be

### 10. Claims Procedure (All Sections except Sub-Section 4A – Employment Disputes)

- (a) Potential claims must be notified to **AMICUS LEGAL** as soon as possible by telephone (01206 731959) and the **INSURED** must follow the advice given by **AMICUS LEGAL**

Should the **INSURED** incur **PROFESSIONAL COSTS AND EXPENSES** prior to **AMICUS LEGAL** accepting a claim then details of the action taken with details of costs to date must be produced to **AMICUS LEGAL** at the **INSURED'S** expense

- (b) **AMICUS LEGAL** will send the **INSURED** a claim form which the **INSURED** must complete giving complete and truthful report of the facts of his claim indicating any potential witnesses and any documentary or other evidence of which he is aware and return it to **AMICUS LEGAL** at the earliest opportunity

### 11. Claims Procedure for Sub-Section 4a – Employment Disputes

The **INSURED** shall give to **AMICUS LEGAL** immediate notice in writing of any **PROCEEDINGS** or suit made or brought against the **INSURED** or believed by the **INSURED** to be contemplated against him and of any summons or other process served or threatened to be served upon the **INSURED** and of any event that may give rise to **PROCEEDINGS** against the **INSURED**

Without prejudice to the generality of this Condition

- (a) Immediately a **DISMISSAL** is contemplated the **INSURED** must contact **AMICUS LEGAL** (phone 01206 731959) and must comply with the advice given  
**NO EMPLOYEE IS TO BE DISMISSED WITHOUT THE PRIOR APPROVAL OF AMICUS LEGAL**

- (b) An **INSURED** who receives a form IT1 (Origination Application) from an Employment Tribunal and who wishes to obtain indemnity under this Section should immediately telephone (01206 731959) to notify receipt of the IT1

**THIS MUST BE DONE IMMEDIATELY BECAUSE OF THE STATUTORY 21 DAYS TIME LIMIT FOR ENTERING A NOTICE OF APPEARANCE**

The Notice of Appearance (IT3) should be left blank for completion by the **INSURED'S** **PROFESSIONAL ADVISER**

Upon request the **INSURED** must subsequently complete a claim form and forward it to **AMICUS LEGAL** at the appropriate address shown on the last page in this Section

- (c) An **INSURED** who receives a notice of intended prosecution or summons and who wishes to claim indemnity must complete a claim form and forward it to **AMICUS LEGAL** by Recorded Delivery post together with a copy of the notice or summons
- (d) If a former **EMPLOYEE** requests a written statement of reasons for **DISMISSAL** the **INSURED** must contact **AMICUS LEGAL** forthwith and in any event not later than seven days after such request and prior to such statement being given

## LEGAL EXPENSES INSURANCE SECTION – CONDITIONS (Continued)

- (e) An **INSURED** who wishes to obtain indemnity against any other claims under this Section must immediately complete a claim form and forward it by Recorded Delivery post to **AMICUS LEGAL**

### 12. Investigation of the Claim

**AMICUS LEGAL** may itself or through its servants agents solicitors or accountants make its own investigations into the claim and may subject to the approval of the **INSURED** which shall not be unreasonably withheld attempt to reach a settlement of the **PROCEEDINGS**

### 13. Withdrawal and Discontinuance

If the **INSURED** withdraws from or discontinues the **PROCEEDINGS** without the prior agreement of **AMICUS LEGAL** then any **PROFESSIONAL COSTS AND EXPENSES** incurred and third party costs will become the responsibility of and payable by the **INSURED**

The **COMPANY** will be entitled to be reimbursed by the **INSURED** for any costs paid or incurred during the course of the **PROCEEDINGS** including any **PROFESSIONAL COSTS AND EXPENSES** which the **COMPANY** consider they are obliged to pay on the **INSURED** withdrawing or discontinuing

### 14. Recovery of Costs from Third Parties

The **INSURED** shall whenever reasonably possible attempt to recover costs from a third party and shall instruct the **PROFESSIONAL ADVISER** accordingly

### 15. Agreement

The **COMPANY** shall not be bound by any agreement to which either the **COMPANY** or **AMICUS LEGAL** is not a party

### 16. Prospects of Success

If at any time **AMICUS LEGAL** consider that the **INSUREDS** prospects of success in the **PROCEEDINGS** are insufficient or that the interests of the **INSURED** can be better achieved by other means they shall provide the **INSURED** with a written explanation of their decision

In their assessment of prospects of success **AMICUS LEGAL** may take account of the likelihood of a judgement or decision or finding being obtained in the **INSUREDS** favour and of the **INSURED** obtaining compensation or other relief sought

The **COMPANY** shall then be under no further liability to indemnify the **INSURED** in respect of the case

If the **INSURED** disagrees with this decision the dispute must be resolved in accordance with Condition 8 of this Section

### 17. Confirmation of Wageroll and Turnover

The **COMPANY** shall be entitled to inspect the **INSUREDS** records to confirm the **INSUREDS** wageroll turnover and number of **EMPLOYEES**

# LEGAL EXPENSES SECTION – CLAIMS AND ADVISORY SERVICE

## CLAIMS NOTIFICATION

All claims under the Legal Expenses Section are handled on behalf of the **COMPANY** by **AMICUS LEGAL LTD**  
The Old Exchange 64 West Stockwell Street Colchester CO1 1HE

## 24 HOUR ADVISORY SERVICE

Telephone **AMICUS LEGAL** (phone 01206 731959) at any time day or night

They will provide confidential advice on any business legal problem and they can follow up the advice in writing if necessary

**AMICUS LEGAL** are happy to talk over problems of all kinds and they really do try to help clients in any way they can

The address is – **AMICUS LEGAL LTD** The Old Exchange 64 West Stockwell Street Colchester CO1 1HE

It is particularly important that you contact **AMICUS LEGAL** as soon as you become aware of any problem which may give rise to a claim under the insurance because legal fees are only covered once **AMICUS LEGAL** have given support

## How to make a Claim

If you think that your problem is covered by the insurance please either write to **AMICUS LEGAL** at the above address or telephone on the above number In either case please quote your Policy details and number

They will take details of your problem and check that it falls within the scope of the insurance

**AMICUS LEGAL** will monitor your case and at the end will pay your **PROFESSIONAL COSTS AND EXPENSES** for you

Make sure that you contact us as soon as you become aware of any problem which you think may be covered

These notes are for guidance only and are not a statement of the full terms of the insurance cover  
For this please refer to your Policy

## SPECIAL NOTE RELATING TO SUB-SECTION 4A – EMPLOYMENT DISPUTES

Please read carefully Condition 11 regarding Claims Procedure for Employment Cover

**NO EMPLOYEE IS TO BE DISMISSED WITHOUT THE PRIOR APPROVAL OF AMICUS LEGAL  
OTHERWISE YOU MAY NOT BE ABLE TO CLAIM FOR LEGAL EXPENSES**

## PERSONAL ACCIDENT INSURANCE SECTION

The Personal Accident Insurance Section is operative only if it is shown as being operative in the Schedule

### THE INSURANCE

If an Insured Person suffers **BODILY INJURY** during the Period of Insurance and in the **EFFECTIVE TIME** which independently of any other cause within twenty four months results in death or disablement the **COMPANY** will pay to the **INSURED** the appropriate Benefits shown below

#### Benefits

Item	One Unit of Benefit
1 Death	£25,000
2 Loss of limb or limbs including amputation or paralysis at or above the wrist or ankle of one or more hands or feet	£25,000
3 Total and irrecoverable loss of all sight in one or both eyes	£25,000
4 Permanent total disablement caused other than by loss of limb or sight which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in their usual occupation	£25,000
5 Temporary total disablement preventing the Insured Person from engaging in their usual occupation for a maximum of 104 weeks	£250 per week (payable monthly)

The **COMPANY** will also pay hospitalisation benefit of £30 for each full day that the Insured Person is hospitalised in the **TERRITORIAL LIMITS** as a result of **BODILY INJURY**

### EXCLUSIONS

*These apply in addition to the General Exclusions Benefit is not payable by the **COMPANY***

- (a) where the Insured Person is under 16 or over 70 years of age*
- (b) as a result of an Insured Person engaging in **HAZARDOUS ACTIVITIES***
- (c) in respect of any physical defect or infirmity existing at the time of the injury*
- (d) for more than one of Items 1-4 of the Benefits in respect of the same injury*
- (e) as a result of or contributed to by the pregnancy (including childbirth) of the Insured Person*
- (f) in respect of Item 5 of the Benefits*
  - (i) for the first 14 days*
  - (ii) unless the Insured Person is in gainful employment*
  - (iii) exceeding 75% of the Insured Persons earnings*
  - (iv) immediately the Insured Person becomes entitled to any of the Benefits 1-4*
- (g) if the death or injury was directly or indirectly caused by or contributed to by the Insured Person*
  - (i) being under the influence or effect of alcohol or drugs (other than those prescribed by a medical practitioner)*
  - (ii) being addicted to drugs*
  - (iii) committing a criminal act*
  - (iv) committing or attempting to commit suicide or intentionally inflicting self-injury*
  - (v) participating in active service in any armed forces of any nation*
  - (vi) suffering from a muscular or skeletal condition or injury unless caused directly by external sudden violent and visible means during the Period of Insurance and not aggravated by any previous muscular or skeletal condition or injury*
  - (vii) contracting HIV (Human Immunodeficiency Virus) or any HIV related condition including AIDS or any mutant derivatives or variation howsoever caused*
  - (viii) contracting any sexually transmitted disease*

# PERSONAL ACCIDENT INSURANCE SECTION – CONDITIONS

These apply in addition to the General Conditions

## **1 Aggregate Limit**

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In the event of **BODILY INJURY** sustained by two or more Insured Persons in the same accident the **COMPANY** will not be liable for any amount in excess of £500,000  
If the total of the amounts otherwise payable exceeds the Aggregate Limit of Indemnity the Benefit payable for each Insured Person will be proportionately reduced

## **2 Disappearance**

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In the event of disappearance of an Insured Person if after a suitable period of time of at least 52 weeks it is reasonable to believe that death has occurred as a result of **BODILY INJURY** the Death Benefit (Item 1) becomes payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit will be refunded to the **COMPANY**

## **3 Payment of Benefit**

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- (a) No payment in respect of Items 1-4 of the Benefits will be made until the total amount due in respect of any one injury has been ascertained
- (b) No Benefit payable will carry interest

## **4 Claims Proof**

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- (a) All proof required by the **COMPANY** in connection with a claim will be submitted at the expense of the **INSURED** or the Insured Persons or his legal personal representatives in any form and at the intervals required by the **COMPANY**
- (b) The Insured Person will submit as often as required to medical examination at the **COMPANYS** expense
- (c) If the Insured Person dies the **COMPANY** will be entitled to have a post mortem examination at its own expense

## PROFESSIONAL INDEMNITY INSURANCE SECTION

The Professional Indemnity Insurance Section is operative only if it is shown as being operative in the Schedule

### ADDITIONAL DEFINITIONS

The words defined below will have the same meaning wherever they appear in bold capital letters in this Section and not as defined elsewhere in this Policy

### ASBESTOS

means fibres or particles of or any material or mixture containing crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite

### CIRCUMSTANCE

means an incident occurrence fact matter act error omission or event which could reasonably be foreseen to give rise to a claim

### COMPUTER VIRUS

means any computer program including but not limited to any file virus boot sector virus macro virus hostile applet Trojan horse program Java virus ActiveX virus or other executable program which contains instructions to initiate an event on the infected computer causing modification of or damage to data memory or data media

### DOCUMENTS

means

- (1) documents whether written printed or reproduced by any other method (excluding any bearer bonds coupons bank or currency notes or other negotiable instruments)
- (2) **ELECTRONIC DOCUMENTS**

### ELECTRONIC DOCUMENTS

means computer records or any document in electronic format

### EMPLOYEE

means any person who is or was at the time of any **CIRCUMSTANCE** or claim under a contract of service or apprenticeship with the **INSURED** whilst working under the **INSURED'S** control or supervision in the conduct of the **TRADE or BUSINESS**

### ENDORSEMENT

means an alteration to the Policy as set out in the Schedule

### INSURED

means the person or persons (including their legal personal representatives in the event of their death in respect of liability incurred by them) or corporate body named in the Schedule and shall include

- (1) any present or past principal **PARTNER DIRECTOR** or **EMPLOYEE**
- (2) any contractor working for the person or persons or corporate body named in the Schedule but only in respect of their liability for the actions of such contractor

### LIMIT OF INDEMNITY

means the amount specified in the Schedule as the Limit of Indemnity for this Section

## PROFESSIONAL INDEMNITY INSURANCE SECTION

### ADDITIONAL DEFINITIONS (continued)

#### POLLUTION

means pollution consequent pollution seepage or contamination caused by contributed to by or arising from any electronic solid liquid gaseous or thermal irritant or contaminant including but not limited to electromagnetic fields noise radio waves smoke vapour water-borne disease soot fumes acids alkalis chemicals and waste

Waste includes material to be recycled reconditioned or reclaimed

This Definition shall not include pollution or contamination caused by contributed to by or arising from

#### ASBESTOS

#### RETROACTIVE DATE

means the Retroactive Date specified in the Schedule

#### SCHEDULE

means the document which specifies details of the **INSURED** the **PREMISES** the Sections insured and the Endorsements applicable to this Policy

#### SERIES OF CLAIMS

means a number of claims (whether made by the same or different claimants) that arise directly or indirectly from one source or originating cause

## PROFESSIONAL INDEMNITY INSURANCE SECTION – CONDITION

This applies in addition to the General Conditions

The **INSURED** will exercise reasonable care in the selection and supervision of **EMPLOYEES** and ensure that they are provided with adequate resources to maintain the level of competence necessary to fulfil their duties

## PROFESSIONAL INDEMNITY INSURANCE SECTION

The insurance provided by this Section is on a claims-made basis which means that the **COMPANY** will only handle claims first made during the Period of Insurance and notified in accordance with General Condition 5

The **COMPANY** will indemnify the **INSURED** against all sums which the **INSURED** shall become legally liable to pay as damages and claimants costs and expenses in respect of any breach of the **INSURED'S** professional duty that results in a **CIRCUMSTANCE** or claim against the **INSURED** for

- (1) economic loss not accompanied by **INJURY** or **DAMAGE** including economic loss arising from a term implied into a contract by virtue of section 14 of the Sale of Goods Act 1979 or section 13 of the Supply of Goods and Services Act 1982 (or any amending legislation)
- (2) accidental **INJURY** and/or **DAMAGE** to physical property not caused by any **PRODUCT** including economic loss consequent upon such **INJURY** or **DAMAGE**
- (3) unintentional breach infringement or unauthorised use of confidential information trade secrets copyrights trademarks designs or computer routines and programs not owned by the **INSURED** and committed in good faith
- (4) **DAMAGE** to **DOCUMENTS** not owned by the **INSURED**
- (5) unintentional defamation
- (6) the dishonest or fraudulent action of any **EMPLOYEE**

Provided that such **CIRCUMSTANCE** or claim

- (i) is discovered by the **INSURED** made against the **INSURED** or intimated to the **INSURED** for the first time during the Period of Insurance
- (ii) is notified to the **COMPANY** during the Period of Insurance
- (iii) arises from a negligent act error or omission committed by the **INSURED** on or after the **RETROACTIVE DATE** and does not form part of an inter-related series of acts errors omissions or events which commenced prior to the **RETROACTIVE DATE**
- (iv) arises in connection with the conduct of the **TRADE or BUSINESS** by the **INSURED** within the **TERRITORIAL LIMITS**

The **LIMIT OF INDEMNITY** shall apply as follows

- (1) the **LIMIT OF INDEMNITY** shall apply in respect of any one claim or **SERIES OF CLAIMS**
- (2) the **COMPANY** will pay a further **LIMIT OF INDEMNITY** in respect of such costs incurred under **EXTENSION 1 – COSTS** and the total amount payable in respect of such costs shall not exceed the **LIMIT OF INDEMNITY** in respect of any one claim or **SERIES OF CLAIMS**
- (3) notwithstanding (1) and (2) above the maximum amount payable by the **COMPANY** for **DAMAGE** to **DOCUMENTS** not owned by the **INSURED** shall be £100,000 in respect of all such claims made during any one Period of Insurance

### EXCESS

- (1) In respect of any one claim or **SERIES OF CLAIMS** the **COMPANY** will not be liable for the amount of the **EXCESS** or any lesser amount for which any claim may be settled
- (2) The **COMPANY** shall only be liable for that part of each and every claim (excluding the costs and expenses incurred in the investigation defence and settlement of such claim) which exceeds the amount of the **EXCESS**
- (3) The **EXCESS** shall not apply to claims where the sole payment is made under **EXTENSION 1 – COSTS**

# PROFESSIONAL INDEMNITY INSURANCE SECTION – EXCLUSIONS

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

The **COMPANY** will not be liable for

## **1 FRAUD AND DISHONESTY**

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any claim arising out of dishonest or fraudulent action save to the extent that such claim arises by reason of and is solely and directly caused by the actual or alleged dishonest or fraudulent action of any **PARTNER DIRECTOR** or **EMPLOYEE** (whether committed alone or in collusion with others) and results in any client of the **INSURED** suffering a loss provided always that

- (a) no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action on the part of any party committing or condoning such dishonest or fraudulent action
- (b) no indemnity shall be afforded in respect of any claim arising out of such dishonest or fraudulent action which was known or ought reasonably to have been known to the **INSURED**
- (c) any claim or **SERIES OF CLAIMS** arising out of dishonest or fraudulent action whether of a similar nature or otherwise committed by a person or persons acting in collusion with others shall for the purposes of this Section be treated as one claim and only one **LIMIT OF INDEMNITY** shall apply
- (d) the **INSUREDS** annual accounts (and client accounts where applicable) have been certified by an independent and properly qualified accountant or auditor

## **2 PROPERTY TRANSPORT AND OCCUPIERS LIABILITY**

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- (a) any claim arising from the ownership possession or use by the **INSURED** of any buildings premises structures land aircraft watercraft or vehicle
- (b) any claim for **DAMAGE** to property owned by leased hired rented or entrusted to the **INSURED** or otherwise in the **INSUREDS** care custody or control save that this Exclusion shall not apply in respect of claims for **DAMAGE** to **DOCUMENTS** not owned by the **INSURED**
- (c) the cost of repairing or replacing materials or goods sold or supplied or of rectifying defective workmanship

## **3 POLLUTION**

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any claim caused by contributed to by or arising out of **POLLUTION**

## **4 PRODUCT LIABILITY**

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any claim caused by or arising from any **PRODUCT**

## **5 CONTROLLING INTEREST**

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any claim arising from or brought by

- (a) any firm company or organisation in which the **INSURED** has a controlling interest or
- (b) any entity that has a controlling interest in the **INSURED** by virtue of their having a majority financial or executive interest in the **INSUREDS** operation

unless such claim originates from a source independent of such firm company organisation or entity whereupon the maximum amount payable by the **COMPANY** shall be limited to the amount of compensation paid to such party together with the **INSUREDS** costs as defined by **EXTENSION 1 - COSTS**

## **6 JOINT VENTURES**

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any claim arising from a partnership or joint venture of which the **INSURED** is a member

## PROFESSIONAL INDEMNITY INSURANCE SECTION – EXCLUSIONS (continued)

### **7 SUBROGATION**

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any claim in respect of which the **INSURED** has agreed to exclude or limit its rights of recovery from another party unless the **COMPANY** has approved such agreement and endorsed this Policy accordingly

### **8 PATENT INFRINGEMENT**

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any claim arising from the **INSUREDS** infringement of any patent

### **9 LIABILITY UNDER AN AGREEMENT**

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any claim arising from liability assumed under any contract or agreement where such liability would not have arisen in the absence of such contract or agreement

### **10 ASBESTOS**

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any claim caused by contributed to by or arising from **ASBESTOS** (including any claim arising from the fear of suffering **INJURY** as a result of actual or suspected exposure to **ASBESTOS**)

### **11 INJURY TO EMPLOYEES**

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any claim arising from **INJURY** to any **EMPLOYEE** where such **INJURY** arises out of and in the course of employment by the **INSURED**

### **12 TRADING LOSSES**

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any claim arising out of or in connection with the insolvency of the **INSURED** (including any claim made by the **INSUREDS** liquidator provisional liquidator or administrator) or any trading losses or trading liabilities incurred by any business managed or carried on by the **INSURED**

### **13 PREVIOUS CLAIMS AND CIRCUMSTANCES**

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any claim **CIRCUMSTANCE** or occurrence which has been notified or is notifiable under any other policy or certificate of insurance attaching prior to the effective date of this Section or which would have been notifiable had the **INSURED** not been uninsured at the time the **INSURED** first became aware of such claim **CIRCUMSTANCE** or occurrence

### **14 DELIBERATE ACTS AND KNOWN DEFECTS**

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any claim caused by or arising from

- 1 any deliberate act error or omission of the **INSURED**
- 2 the specification of or provision by the **INSURED** of any **PRODUCT** or the provision by the **INSURED** of any service which the **INSURED** knew or which the **INSURED** ought reasonably to have known to be deficient or ineffective and incapable of substantially fulfilling the essential purpose for which it is intended or to perform as specified warranted (whether express or implied) or guaranteed

### **15 OTHER INSURANCES**

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any claim where the **INSURED** is entitled to indemnity under any other insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this Section not been effected However 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 proportionately then the liability of the **COMPANY** hereunder shall be limited to any excess beyond the amount which would have been payable under such other insurance had this Section not been effected

## PROFESSIONAL INDEMNITY INSURANCE SECTION – EXCLUSIONS (continued)

### 16 DIRECTORS AND OFFICERS LIABILITY

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- (a) any claim against the **INSURED** in the **INSUREDS** capacity as a director officer or trustee in respect of the **INSUREDS** performance or non-performance of the **INSUREDS** duties as a director officer or trustee
- (b) any claim made against the **INSURED** or any principal **PARTNER DIRECTOR** or executive officer of the **INSURED** in respect of a breach of his legal duty to manage the **INSURED** in accordance with his legal and/or regulatory obligations

### 17 UNETHICAL CONDUCT

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any claim made in respect of any actual or alleged violation of any law relating to unconscionable conduct any anti-trust or competition law or other law prohibiting restraint of trade business or profession

### 18 USA AND CANADA

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any claim made or action instituted

- (a) within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- (b) to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada

### 19 DESIGN AND CONSTRUCT / SUPPLY

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any claim arising from the provision of any advice design or specification where the **INSURED** contracts to

- (a) manufacture construct erect or install or
  - (b) supply materials or equipment
- provided that this Exclusion shall not apply to project models or displays

### 20 COMPUTER VIRUS

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any claim caused by or arising from the transmission of any **COMPUTER VIRUS**

## PROFESSIONAL INDEMNITY INSURANCE SECTION – EXTENSIONS

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

### 1 COSTS

The **COMPANY** will pay in addition to the **LIMIT OF INDEMNITY**

- (a) £300 per person for every day that any principal **PARTNER DIRECTOR** or **EMPLOYEE** is required by the **COMPANYS** legal representatives to attend court
- (b) the fees of any accountant or other professional advisor to substantiate the amount of any loss for the dishonest or fraudulent action of any **EMPLOYEE** in connection with any claim or **CIRCUMSTANCE** under this Section provided that all such costs are incurred with the prior written consent of the **COMPANY**

### 2 IRRECOVERABLE FEES

The **COMPANY** may at its own discretion and subject to giving its prior written consent reimburse the **INSURED** up to the value of any fee owed to the **INSURED** by any client of the **INSURED** where such client is alleging that the **INSURED** is in breach of its professional duty and where in the sole opinion of the **COMPANY** a valid claim is likely to be made against the **INSURED** in respect of such breach for which this Section would provide indemnity

Provided that such breach

- (a) first becomes known to the **INSURED** during the Period of Insurance

## **PROFESSIONAL INDEMNITY INSURANCE SECTION – EXTENSIONS (continued)**

- (c) all other costs and expenses incurred with the **COMPANYS** written consent by the **COMPANY** or the **INSURED**
- (b) is notified to the **COMPANY** during the Period of Insurance
- (c) arises from a negligent act error or omission committed on or after the **RETROACTIVE DATE**
- (d) arises in connection with the **TRADE or BUSINESS** within the **TERRITORIAL LIMITS**