

Policy Wording

# Trades

Please read this document carefully. Should you have any questions, please contact your insurance agent.



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## Introduction

Thank You for choosing Arch Insurance to be Your insurance provider. Please read this Policy, the Schedule and any Endorsements in conjunction with the Statement of fact carefully. Make sure the cover provided meets Your requirements and that the details shown on the Schedule and Statement of fact are correct. We are keen to work in partnership with You and avoid any misunderstandings.

The documents have been prepared in accordance with Your instructions. Your premium has been based on the information shown in Your Statement of fact and recorded in the Schedule.

Immediate notice should be given to Us of any changes which may affect the insurance provided by this Policy.

Alterations in the cover required after the issue of the Policy will be confirmed by a separate Endorsement and/or Schedule and/or Statement of Fact which You should file with Your Policy. You should refer to the Schedule and Statement of Fact and Endorsement(s) and the Policy to ascertain precise details of cover currently in force.

If You have any questions about any of Your insurance documents, or you require a hard copy of the Policy documents, please contact Your insurance agent. This insurance is written in English and all communications about it will be in English. Unless We have agreed otherwise with You, this insurance is governed by English law.

## Our Promise to You

Our goal is to provide excellent service to all Our customers but we recognise that sometimes things may go wrong.

We take complaints seriously and aim to resolve all of Our customers problems promptly.

In the first Period of Insurance, You may cancel the Your Policy within 14 days of receiving Your policy documents if You are dissatisfied for any reason or the Policy does not meet Your requirements. We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or are outstanding.

If You wish to cancel at any other time, please refer to General Conditions – Cancellation.

## Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

### TO MAKE A LEGAL EXPENSES CLAIM

This section is provided by DAS Legal Expenses Insurance Company Limited (DAS).

**Important information:** Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that You should do so. If You do, they will not pay the costs involved even if they accept the claim.

**Report your claim:** Call DAS on 0370 755 3111, available 24 hours a day, 7 days a week. Have Your DAS policy number TS5/6375620 ready and You'll be asked about Your claim.

DAS will assess the claim to ensure it is covered by Your Policy, and, if it is, will send it to a lawyer who specialises in that type of claim. The lawyer will assess Your case and tell You how likely it is that You will win. If You are more likely than not to win, the lawyer will manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. DAS' claims handlers can answer any questions You may have when they receive Your claim.

Alternatively you can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim).

### ALL OTHER CLAIMS

To register a claim under any other Section You should email full details of the claim including Your Arch policy number to

[commercial.claims@archinsurance.co.uk](mailto:commercial.claims@archinsurance.co.uk)

or call

**0345 258 3880.**

If You need additional assistance, please contact Your insurance agent.

## Legal Helplines and Tools

Under the Legal Expenses section, Your Policy includes access to the following helplines and online tools from DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please quote Your DAS policy number TS5/6375620.

DAS will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

### Legal Advice Helpline

**0370 755 3111**

Advice can be provided on any commercial legal problem affecting Your Business under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible, they will arrange to call You back at a time to suit You.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call You back.

### Tax Advice Helpline

**0370 755 3111**

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

### Counselling Helpline

**0117 934 2121**

DAS will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

### Identity Theft Helpline

**0344 848 7071**

If Your directors or their spouses/civil partners are resident in the UK or the Channel Islands, DAS will provide them with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week.

### Employment Manual

**Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If You'd like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting Your DAS policy number TS5/6375620.

### DASbusinesslaw

**Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos. These can help You with the day-to-day running of Your Business and help You to manage its exposure to legal risk. The document builders can help You create documents such as

- HR policies
- T&C documentation
- Privacy statements
- Data protection policy
- Copyright and trademark licences
- Employee contracts
- Debt recovery letters

Register using the voucher code DASBARC100 to gain access to a range of free documents.

## How to Complain

If You have an enquiry about Your Policy, please contact Your insurance agent who arranged the Policy for You.

If You have a complaint arising from Your Policy please contact:

Complaints Manager  
Arch Insurance (UK) Limited  
5th Floor  
60 Great Tower Street  
London EC3R 5AZ

[complaints@archinsurance.co.uk](mailto:complaints@archinsurance.co.uk)

For complaints relating to the Legal Expenses Section, including complaints relating to the helplines and online tools, please contact

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Telephone: 0344 893 9013

Or complete an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman Service. You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service are:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0800 023 4567/ 0300 123 9 123

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Following the complaints procedure does not affect Your rights to take legal action.

## Financial Services Compensation Scheme

Arch Insurance (UK) Limited and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS).

If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

## Important Information

The Employers Liability (Compulsory Insurance) Regulations 1998 lay down certain obligations for employers and in particular You should be aware of the following

### Display of Certificates

We will provide You with a Certificate of Employers Liability Insurance and this will state clearly the companies covered by it You must display either an original copy or make available a copy of the Certificate of Employers Liability Insurance in an electronic format at each Business Premises where Your Employees can see it easily

### Retention of Certificates

The Employers' Liability (Compulsory Insurance Amendment) Regulations 2008 remove the requirement for You to retain copies of Certificates of Employers Liability Insurance that have expired for at least 40 years However it is still good business practice to retain the certificates because certain claims eg disease could be made many years after the disease is caused and if Your insurer can not be identified You could be liable for any payments



## Fair Processing Notices

### Arch Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

#### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to [DPO@archinsurance.co.uk](mailto:DPO@archinsurance.co.uk) or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

#### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

#### How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of our products or services (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

#### Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.



We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

#### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance group, third parties (for example insurers or loss adjustors) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

#### **How long do we keep your information for?**

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

#### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at [www.archcapgroup.com/Privacy-and-Data-Protection-Policy](http://www.archcapgroup.com/Privacy-and-Data-Protection-Policy)

## DAS' Fair Processing Notice

In addition to any other data processing notice provided in relation to this Policy, data under this Policy will be processed by DAS, who are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this Policy.

### Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How DAS will use your information

DAS may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the Policy includes legal advice, DAS may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via DAS' website.

### What is DAS' legal basis for processing your information?

It is necessary for DAS to use the personal information to perform their obligations in accordance with any contract that they may have with the person taking out this Policy. It is also in their legitimate interest to use the personal information for the provision of services in relation to any contract that they may have with the person taking out this Policy.

### How long will your information be held for?

DAS will retain personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you no longer want DAS to use the personal data, please contact them at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

#### **How to make a complaint**

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## The Contract of Insurance and the Underwriters

This Policy is underwritten by Arch Insurance (UK) Limited and certain other insurers (hereinafter called the 'Underwriters').

In consideration of payment of the premium the liability of an Underwriter under this contract is several and not joint with other insurers party to this contract to indemnify You within the limits terms conditions and exceptions of this Policy against the events set out in the sections operative and occurring in connection with the Business during the Period of Insurance and any subsequent period for which You pay and the Underwriter agrees to accept a premium

### IMPORTANT

This Policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.

The Policy Wording, Your Schedule and any Endorsements shall be considered one legal document.

It is important that You read all Your documents carefully and let Your insurance agent know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required this may result in changes to the terms and conditions of the Policy or a refusal to provide cover

#### Your obligations under the Policy

The Policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be Conditions, General Conditions or Conditions Precedent. These are extremely important. If you are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss. However, if a Condition, General Condition or Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time, We will not rely on the breach of that Condition, General Condition or Condition Precedent to exclude limit or discharge our liability if the breach could not have increased the risk of the loss which actually occurred, in the circumstances in which it occurred

#### Steps to be taken if you cannot comply

If You are unable to comply with any Condition, General Condition or Condition Precedent, You should contact Us as soon as reasonably possible through Your insurance agent. We will decide whether We might be prepared to agree a variation in the Policy.

All Conditions, General Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance agent.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance agent at inception renewal or making variation to this Policy.

An Underwriter is not jointly liable for any liability underwritten by any other that may underwrite this contract

Although reference is made at various points in this Policy to "this contract" in the singular where circumstances so require this should be read as a reference to contracts in the plural

<p><b>Legal Expenses Section</b></p>	<p>DAS Legal Expenses Insurance Company Limited (DAS), Registered in England and Wales, Company Number 103274.</p> <p>Registered address: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.</p> <p>Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Conduct Authority register number FRN202106.</p> <p>Website <a href="http://www.das.co.uk">www.das.co.uk</a></p>
<p><b>All other sections</b></p>	<p>Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority</p> <p>Arch Insurance Group consist of FCA registered companies, including Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.</p>

You can check this information on the Financial Conduct Authority register by visiting the FCA’s website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pru](http://www.bankofengland.co.uk/pru)



Steve Bashford  
 For the Underwriters  
 Chief Executive of Arch UK Regional Division  
 A division of Arch Insurance (UK) Limited

## General Definitions

Each time We use one of the words or phrases listed below it will have the same meaning wherever it appears in Your Policy unless We state otherwise

A defined word or phrase will start with a capital letter each time it appears in the Policy except for headings and titles

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions

### **We/Us/Our**

The Underwriters as set out in the section of the Policy headed The Contract of Insurance and the Underwriters

### **You/Your/Policyholder**

The person(s) or Company shown in the Schedule as the Policyholder

### **Business**

Activities as detailed in the Statement of Fact and/or Schedule

### **Condition Precedent**

Any term expressed Condition Precedent is extremely important

If You are in breach of any of these obligations at the time of a loss We will have no obligation to indemnify You in relation to any claim for that loss

However if a Condition Precedent is intended to reduce the risk of a loss of a particular kind at a particular location or at a particular time We will not rely on the breach of that Condition Precedent to exclude limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred

### **Damage**

Accidental loss destruction or damage

### **Employee**

Any person working under Your control in connection with the Business who is

1. under a contract of service or apprenticeship with You
2. a person under a contract of service or apprenticeship with some other employer and who is hired to or borrowed by You
3. a labour master or person supplied by him
4. a person engaged by a labour only sub-contractor
5. a self-employed person working on a labour only basis
6. a driver or operator of hired-in plant
7. a trainee or person undergoing work experience
8. a voluntary helper
9. working under the Community Offenders Act 1978 the Community Offenders (Scotland) Act 1978 or similar legislation
10. an outworker or home worker employed under a contract to execute personally any work in connection with the Business

### **Excess**

The first amount of each and every claim for which You shall be responsible as shown in the Schedule and where applicable as more particularly defined in the relevant sub section of this Policy

### **Injury**

Bodily injury including death illness or disease

### **Limit of Liability**

The Limit of Liability stated in the Schedule

**Period of Insurance**

The period shown in the Schedule for which We accept Your Premium

**Person-Insured**

You or any of Your partners directors or employees

**Policy**

This Policy is made up of a number of documents. These documents are the

1. Policy Wording
2. Schedule
3. endorsements

**Premises**

The part of the premises at the address or addresses specified in the Statement of Fact and/or Schedule used by You as the base for Your Business

Unless otherwise stated the buildings at the Premises are

1. built of brick stone or concrete
2. roofed with slate tile or other mainly non-combustible materials

**Property**

Material property

**Schedule**

The Schedule for the time being in force detailing the cover provided

**Statement of Fact**

This is a record of the information that You provided to Your insurance agent about You and Your Business upon which Your insurance is based

**Sum Insured**

The Sum Insured as stated in the Schedule



## General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Policy Conditions which apply to all Sections unless otherwise stated

### Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

### Cancellation

1. You may cancel Your Policy
  - a. within 14 days of receiving Your policy documents for the first Period of Insurance if for any reason You are dissatisfied or the Policy does not meet Your requirements
  - b. if at any time You sell the Business or sell all of the property insured shown in the Schedule or You cease trading

We will return part of the premium proportionate to the unexpired Period of Insurance provided that no claims have been paid or outstanding during the current Period of Insurance. If you wish to terminate the cover at any other time, please contact your insurance agent; any return premium will be at Our discretion

2. Other than when the General Condition Fraud applies We may cancel Your Policy
  - a. By sending You 30 days written notice to Your last known address where We have valid reasons for doing so. Valid reasons may include but are not limited to, Your non-co-operation with the terms of the Policy, where We reasonably suspect fraud, where You or someone acting on your behalf uses threatening, abusive or intimidating language or behaviour to Us or to someone whom we appoint to provide a service in connection with the Policy. Termination shall be without prejudice to any rights or claims of the Insurer or You prior to the expiry of such notice.  
Subject to application of any minimum premium, We will return part of the premium paid proportionate to the unexpired Period of Insurance provided that
    - i. No claims have been paid or are outstanding or incidents reported that could give rise to a claim during the current Period of Insurance
    - ii. We have not identified a breach of any Policy Condition
  - b. Immediately if the premium has not been paid or there has been a default under an instalment or linked credit agreement

If this Policy or the Employers Liability Section is cancelled any certificates of Employers Liability Insurance are cancelled from the same date and any copies should not be displayed at Your Premises

### Choice of Law and Jurisdiction

In the absence of agreement to the contrary this Policy shall be governed by and construed in accordance with the laws of England and Wales. Any dispute relating to limits terms conditions and exceptions or validity of this Policy shall be subject to the jurisdiction of the courts of England and Wales

### Change of Risk

You must notify Us prior to or immediately if during the Period of Insurance there is any change in Your ownership of the Business or if there is any change

1. in or to the Business
2. due to the Business being wound up or carried on by a liquidator or receiver or permanently discontinued
3. due to its disposal or removal
4. in respect of which Your interest ceases except by operation of law
5. to the facts or matters set out in the Schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or change of the Policy

which materially increases risk of loss or Damage as insured by this Policy

Should You be in any doubt as to whether information should be presented to Us You must

1. discuss it with Your agent or
2. disclose it to Us

Upon being notified of any such change We may at Our absolute discretion

1. continue to provide cover under the appropriate Section on the same terms
2. restrict the cover provided by the Section
3. impose additional terms
4. alter the premium
5. cancel the Section and or the Policy

If You fail to notify Us of any such change We may at Our absolute discretion

1. treat the appropriate Section and the Policy as if it had come to an end as at the date of the alteration of the risk returning a proportionate amount of the premium for the unexpired Period of Insurance if We would have cancelled the Section and the Policy had We known of the increase in risk
2. treat the Section and the Policy as if it had contained such terms other than relating to premium or other restrictions from the date of change in risk as We would have applied had We known of the increase in risk
3. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk

### Claims Procedure

It is a Condition Precedent to Our liability that

1. You notify Us as soon as is reasonably practicable where you have knowledge of any event occurrence prosecution inquest or inquiry which may result in a claim regardless of Excess
2. You pass to Us as soon as is reasonably practicable every letter claim writ summons and process received in connection with any claim
3. You notify the police as soon as is reasonably practicable of Damage caused by malicious persons or thieves
4. You at Your expense provide Us with a written claim containing as much information as possible of the accident Damage or Injury including the amount of the claim within
  - a. 30 days of Your becoming aware of the event or occurrence
  - b. 7 days in the case of Damage caused by riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
 or such further time that We may allow
5. You provide Us with all information and help We require in respect of the claim
6. You pass to Us unanswered immediately all communications from third parties in relation to any event which may result in a claim under this Policy
7. You do not admit or repudiate liability nor offer to settle compromise make payment which may result in a claim or pay any claim under this Policy without Our written agreement
8. You carry out or permit to be taken any action which may be reasonably practicable to prevent or minimise loss and/or interruption of the Business and to prevent further accident Damage or Injury
9. We will be entitled at any time and at Our discretion if Damage occurs which may lead to a claim to
  - a. enter or take possession of the building or premises
  - b. take possession of or require to be delivered to Us Property insured which We will deal with in a reasonable manner
  - c. take over and conduct in Your name the defence or settlement of any claim or to prosecute any claim in Your name for Your benefit and have full discretion in the conduct of any proceedings and in the settlement of any claim
 without incurring liability or reducing Our rights
10. We will not pay for loss destruction or damage or provide cover under Legal Liabilities Section if You or anyone acting on Your behalf
  - a. do not comply with Our requirements
  - b. hinder or obstruct Us

You are not entitled to abandon Property to Us

We will not make any payment under this Policy unless You give Us all assistance which We may reasonably require to pursue recovery of amounts We may become liable to pay under this Policy in Your name but at Our expense

### Contribution

Applicable to the Legal Liabilities Section

1. If the insurance provided by this Section is also covered by another policy (or would have been covered but for the existence of this Section) We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had this Section not been effected

Applicable to the Legal Expenses Section

2. If any claim covered under this Section is also covered by another policy, or would have been covered if this Section did not exist, DAS will only pay their share of the claim, even if the other insurer refuses the claim.

Applicable to all other Sections insured by this Policy

3. Where any Damage or liability covered by the Policy is also covered by another policy (or would be covered but for the existence of this Policy) We will only pay a rateable share of the loss
4. If the other insurance is subject to a condition of average and this Policy is not this Policy will be become subject to the same condition of average
5. If the Property covered by the other insurance is subject to a provision excluding proportional payment in whole or part the payment We make will be limited to the proportion of Damage as the Sum Insured bears to the value of the property

### 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

### Discharge of Liability

We may at any time pay

1. the Limit of Liability or the Limit of Indemnity or
  2. the Sum Insured or
  3. a smaller amount for which a claim can be settled after deduction of any sum already paid
- We will not make any further payments except for costs and expenses incurred prior to the payment of the claim

### Fraud

If You or anyone acting on Your behalf to obtain a benefit under this Policy

1. makes any false or fraudulent claim
2. makes any exaggerated claim
3. supports a claim by false or fraudulent documents devices or statements whether or not the claim is itself genuine
4. makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused

We will

- a) refuse to pay the whole of the claim and
- b) recover from You any sums that We have already paid in respect of the claim

We will also notify You if We will be treating the Policy as having terminated with effect from the date of any acts set out in 1-4 above

In that event You will

1. have no cover under the Policy from the date of the termination and
2. not be entitled to any refund of premium

### Interest Clause

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

### Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings

1. You must make a fair presentation of the risk to Us at inception renewal and variation of the Policy. This means You must have clearly disclosed all material facts which You, Your senior management and/or persons responsible for arranging the Policy knew or ought to have known. Should You be in any doubt as to whether information should be presented to Us You must
  - a. discuss it with Your insurance agent or
  - b. disclose it to Us
2. We may at Our absolute discretion avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is
  - a. deliberate or reckless or
  - b. of such other nature that if You had made a fair presentation We would not have issued the Policy

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless

3. If We would have issued the Policy on different terms had You made a fair presentation We will not avoid the Policy except where the failure is deliberate or reckless but We may instead at Our absolute discretion
  - a. reduce proportionately the amount paid or payable on any claim the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation and or
  - b. treat the Policy as if it had included such additional terms other than those requiring payment of the premium as We would have imposed had You made a fair presentation

For the purposes of this condition references to

1. avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before the inception of the Policy) the renewal date (where the failure occurs at renewal of the Policy) or the date of change (where the failure occurs when the Policy is changed)
2. refunds of premium should be treated as refunds of premium back to the inception date renewal date or date of change as the context requires
3. issuing a Policy should be treated as the references to issuing the Policy at inception renewing or change of the Policy as the context requires
4. premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition where there is more than one contract of insurance

### Language

The contractual terms conditions exclusions and other information relating to this Policy will be in the English language

### Reasonable Care

It is a Condition Precedent to Our liability under this Policy that You

1. take all reasonable precautions to prevent or minimise any circumstance or to cease any activity which may cause Damage accident or Injury
2. maintain the business premises machinery plant equipment and furnishings in a good state of repair
3. exercise care in the selection and supervision of Employees
4. comply with all relevant statutory requirements manufacturers recommendations and other regulations relating to the use inspection and safety of property and the safety of persons
5. make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require

**Reinstatement**

When We decide or are required to reinstate or replace any Property You will at Your expense provide

1. plans
2. documents
3. books
4. information

which We require

**Subjectivity Condition**

If this Policy has been issued or renewed subject to the following requirements

1.
  - a. You providing Us with any additional information requested
  - b. You completing any actions agreed between You and Us
  - c. You allowing Us to complete any actions agreed between You and Us

by the required date(s)

2. You allowing Us access to the Premises Your contract sites and or the Business to carry out survey(s) within 60 days of the inception or renewal date, unless We agree otherwise in writing
3. You complying with all survey risk improvements to make alterations to the Premises or contract sites by the required date(s)

and You do not complete these requirements by the required date(s) then We may at Our absolute discretion

1. modify the premium
2. issue a mid-term amendment to the Policy or Section terms Conditions and Exceptions
3. exercise our right to cancel the Policy
4. leave the Policy or Section terms Conditions and Exceptions and the premium unaltered

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and or any decision by Us will take effect If the premium terms or conditions are amended by Us then You will have fourteen (14) days to accept or reject the revised basis of indemnity

If You elect to reject the revised basis of premium terms and conditions then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

If We exercise Our right to cancel the Policy then You shall be entitled to a proportionate refund of premium for the unexpired period of cover provided that no claim has been made during the current Period of Insurance

To the extent that this Condition conflicts with any other cancellation condition then this Condition shall prevail

Except in so far as they are expressly varied by this Condition all of the terms, conditions exclusions and limits of this Policy and of the Sections of the Policy shall continue to apply until We advise You otherwise

**Sanction Limitation and Exclusion**

We shall not be liable to pay any claim or provide any benefit under any insurance cover or extension to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Subrogation**

Anyone making a claim under this Policy must at Our request and expense do everything We reasonably require to

1. enforce a right or remedy against
- or
2. obtain relief or indemnity from

other parties to which We will become entitled or subrogated because of payment for or making good accident Damage or Injury We may require You to carry out such actions before or after We make any admission of or payment of a claim

## General Exceptions

Each Section of the Policy contains exceptions and must be read in conjunction with the following General Policy Exceptions which apply to all Sections unless otherwise stated

This Policy does not cover

### Nuclear Risks

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

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

Subject to indemnity under the Employers Liability Sub-Section as far as concerns Injury caused to any of Your Employees if such Injury arises out of and in the course of employment or engagement of such person by You this General Exception shall only apply

1. in respect of liability of any Principal
2. liability assumed by You under agreement and which would not have attached in the absence of such agreement

### War Government Action and Terrorism

1. Damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - a. War Government Action or Terrorism
  - b. civil commotion in Northern Ireland
2. legal liability of whatsoever nature or any costs or expenses whatsoever directly or indirectly caused by or contributed to by or arising from War Government Action or Terrorism except to the extent stated in the Liability Provisions

For the purpose of this General Exception and its Liability Provisions

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

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

Terrorism shall mean any act(s) of any person(s) or organisation(s) involving

1. the causing occasioning or threatening of harm of whatever nature and by whatever means
2. putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) are wholly or partly of a political religious ideological or similar nature

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

### Liability Provisions

Subject otherwise to the terms definitions exclusions exceptions provisions and conditions of this Policy and its Legal Liabilities Section

1. We will indemnify You under the Employers Liability Sub-Section provided that in respect of any one claim or series of claims arising out of any one original event Our liability in respect of all



- legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism shall not exceed £5,000,000
2. We will indemnify You under the Public Liability Sub-Section and Products Liability Sub-Section against legal liability costs and expenses directly or indirectly caused by or contributed to by or arising from Terrorism provided that Our liability for all damages (including interest thereon) shall not exceed
    - a. in respect of or arising out of any one event or all events of a series consequent upon one original cause £2,000,000 or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower but in respect of Products Supplied this limitation shall apply to all insured events occurring in any one Period of Insurance
    - b. in respect of all Pollution or Contamination consequent upon Terrorism and which is deemed to have occurred during any one Period of Insurance £2,000,000 in the aggregate or the amount of the Public Liability and Products Liability indemnity limit stated in the Schedule whichever is the lower

### Pollution and Contamination

(Not applicable to Legal Liabilities Section)

Damage caused by or arising from pollution or contamination except (unless otherwise excluded) Damage to the Property Insured caused by

1. pollution or contamination which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers malicious persons other than thieves earthquake storm flood bursting overflowing discharging or leaking of water tanks apparatus or pipes sprinkler leakage or impact by any vehicle or animal
2. any of the Contingencies in (1) above which itself results from pollution or contamination

### Date Recognition

(Not applicable to Employers Liability Sub-Section)

Damage accident or liability 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 other equipment or system for processing storing or receiving data or any computer software whether Your property or not and whether occurring before during or after the year 2000

1. correctly to recognise any date as its true calendar date
2. 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 treating any date otherwise than as its true calendar date
3. to capture save retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save retain or to correctly process such data on or after any date

In respect of Business Contents and Contractors All Risks Sections this General Exclusion shall not exclude subsequent Damage not otherwise excluded which itself results from fire lightning explosion aircraft or other aerial devices or articles dropped therefrom riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water from any tank apparatus or pipe theft or impact by any vehicle or animal

### Computer Virus and Hacking

1. Damage to any computer or other equipment or component or system or item which processes stores transmits or retrieves data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) and whether Your Property or not where such Damage is caused by Virus or Similar Mechanism or Hacking
2. financial loss directly or indirectly caused by or arising from Virus or Similar Mechanism or Hacking

but this shall not exclude Damage or financial loss which is not otherwise excluded from this Policy and which results from Fire Lightning Explosion Earthquake Aircraft or other aerial devices or articles dropped from them Riot Civil Commotion Strikes Labour Disturbances Malicious Persons (including the acts of thieves but excluding the acts of Malicious Persons which do not involve physical force or violence) Storm Flood Escape of Water or Oil from any tank apparatus or pipe Impact by any vehicle or animal

For the purpose of this Exception

Virus or Similar Mechanism shall mean program code programming instruction or any set of instructions intentionally constructed with the ability to damage interfere with or otherwise adversely affect computer programs data files or operations whether involving self-replication or not The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs

Hacking shall mean unauthorised access to any computer or other equipment or component or system or item which processes stores transmits or retrieves data whether Your Property or not

### Sonic Bangs

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

### Epidemic/Pandemic Disease

(This Exception does not apply to the Legal Liabilities or Legal Expenses Sections)

Definitions applicable to this exception:

#### Infectious Disease

Any disease which can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

#### Epidemic

The sudden, unexpected, large-scale manifestation of an initially locally contained, Infectious Disease which spreads with great virulence.

#### Pandemic

A worldwide Epidemic of an Infectious Disease as declared by the World Health Organisation.

1. Notwithstanding any other provision of this Policy to the contrary, this Policy does not provide indemnity for any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with an Epidemic or Pandemic Infectious Disease or the fear or threat (whether actual or perceived) of an Epidemic or Pandemic Infectious Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to
  - 2.1. any cost to clean-up, detoxify, remove, monitor or test:
    - a. for an Epidemic or Pandemic Infectious Disease, or

- b. any property insured hereunder that is affected by such an Epidemic or Pandemic Infectious Disease;
- 2.2. any loss due to interruption to or interference with the Business as defined in the Policy as a result of or in any way connected to the occurrence of an Epidemic or Pandemic Infectious Disease, including but not limited to interruption or inference resulting from any action by, advice of or restriction imposed by any government or any local or public authority.

## Legal Liabilities Section

### Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section they should also be read in conjunction with the General Definitions at the start of the Policy

#### Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those materials fibres or particles of Asbestos or any material containing Asbestos or Asbestos dust

#### Costs and Expenses

Costs and Expenses shall be deemed to mean

1. costs and expenses of claimants for which You are legally liable and which may be the subject of indemnity under this Section
2. other costs and expenses incurred with Our written consent in respect of any claim which may be the subject of indemnity under this Section
3. legal costs and expenses incurred with Our written consent for representation by You at
  - a. any proceedings brought in any court arising out of any alleged breach of a statutory duty resulting in Injury
  - b. any coroners inquest or inquiry in respect of any deathwhich may be the subject of indemnity under this Section

#### Compensation

Damages including interest

#### Event

Any accident or occurrence including continuous or repeated exposure to substantially the same general conditions which results during the Period of Insurance in Injury or Damage to Property

All Events or series of Events consequent on one cause shall be regarded as one Event for the purposes of this Policy

#### Limit of Indemnity

The limit as specified in the Schedule

#### Offshore

From the time of embarkation onto a conveyance at the point of final departure from land to any offshore rig or any offshore platform whilst on any offshore rig or offshore platform and until such time of disembarkation from a conveyance onto land upon return from any offshore rig or offshore platform

#### Product Supplied

1. Work which has been executed or completed
2. Goods or materials which have been sold supplied erected repaired altered treated installed tested serviced stored or delivered

by or through You in the course of the Business within the Territorial Limits

#### Permanent Employees

Any person as defined as an Employee in the General Definitions engaged by You on a permanent basis working under Your control in connection with the Business unless otherwise stated

### Territorial Limits

1. anywhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands other than Offshore
2. elsewhere in the world (other than the United States of America or Canada or Offshore) for temporary visits by non- manual employees in connection with the Business undertaken by You or any of Your directors or Employees normally resident in (1) above
3. elsewhere in the world in respect of any Products Supplied (other than those to Your knowledge sold supplied erected repaired altered treated or installed by You in or for delivery or use in the United States of America or Canada)

## Extensions applicable to Legal Liabilities Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Additional Persons Insured

We will indemnify

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

Provided that

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

### Compensation for Court Attendance

In the event of any director partner or Employee attending court as a witness at Our request in connection with any claim made against You We will provide compensation to You up to a maximum of £250 per day on which attendance is required

### Contractual Liability and Indemnity to Principal

Notwithstanding the Liability under Contract or Agreement Exception to this Section We will indemnify You under the Employers Liability and Public Liability Sub-Sections in respect of Injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by You with any Principal so requires We will indemnify You against liability assumed by You and the Principal in like manner to You in respect of the liability of the Principal where the liability arises out of the performance by You of such contract or agreement provided that

1. the conduct and control of claims is vested in Us
2. the Principal shall observe fulfil and be subject to the terms of this Policy so far as they apply
3. the indemnity shall not apply in respect of liquidated damages or any penalty clause
4. the indemnity granted under the Employers Liability Sub-Section shall only apply in respect of liability to any person who is an Employee of Yours

5. the indemnity shall not apply in respect of loss or damage against which You are required to effect insurance under the terms of the Joint Contracts Tribunal Standard of Building Contract 1963 Edition Clause 19 (2) (a) 1980 Edition Clause 21.2.1 or any subsequent amendments thereof or any form of contract requiring a similar indemnity
6. where indemnity is granted to any Principal We will treat each Principal and You as though a separate Policy had been issued to each of them provided that the total amount of indemnity payable to all parties shall not exceed the Limit of Indemnity of any Sub-Section of this Section

For the purpose of the extension Principal means the other party to a contract or agreement for whom You are undertaking work or service where such party is responsible for setting out the terms of the contract or agreement

#### **Cross Liabilities**

If more than one insured is referred to in the Schedule We will treat each party as if a separate Policy had been issued to each provided that the total amount of indemnity payable to all parties in respect of Compensation together with Costs and Expenses does not exceed the Limit of Indemnity under any Sub-Section of this Section

#### **Health and Safety at Work Costs**

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses with Our written consent and costs awarded against You or any director partner or Employee arising in connection with any criminal proceedings (including an appeal against any conviction resulting from such proceedings) as a result of an offence committed or alleged to have been committed during the Period of Insurance and in the course of the Business under the Health and Safety at Work etc Act 1974 or similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that

1. the proceedings relate to the health safety or welfare of Employees
2. We will not indemnify You for
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon a deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

### **Exceptions applicable to Legal Liabilities Section**

The following exceptions apply to this Section and should be read in conjunction with the General Exceptions

#### **Asbestos**

We will not provide indemnity in respect of

1. exposure to
2. inhalation of
3. fears of the consequences of exposure to or inhalation of
4. the costs incurred by anyone in repairing removing replacing recalling rectifying reinstating or managing (including those of any persons under any statutory duty to manage) any property arising out of the presence of

Asbestos, Asbestos Dust or Asbestos Containing Materials

Except in respect of the Employers Liability Sub-Section to the extent that it is necessary to comply with the minimum requirements of the law within Great Britain Northern Ireland the Isle of Man or the Channel Islands relating to compulsory insurance of liability to Employees

#### **Pollution or Contamination** (applicable to Public Liability Sub-Section and Products Liability Sub-Section)

We will not indemnify You in respect of Pollution or Contamination

1. occurring in the United States of America or Canada or dependency or trust territory

2. occurring elsewhere unless caused by a sudden identifiable unintentional and unexpected incident which takes place in its entirety at specific moment in time and place during the Period of Insurance

All Pollution or Contamination which arises out of one event shall be deemed to have occurred at the time such event takes place

Our liability for all Compensation together with Costs and Expenses payable in respect of all Pollution or Contamination which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the Limit of Indemnity shown in the Schedule in respect of any Sub-Section of this Section

For the purpose of this exclusion and limitation "Pollution or Contamination" shall be deemed to mean

1. all pollution or contamination of buildings or other structures or of water or land or the atmosphere and
2. all loss or damage to Property or Injury directly or indirectly caused by such pollution or contamination

#### **Liability under Contract or Agreement**

We shall not indemnify You against liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement

#### **Vehicles**

We will not provide indemnity in respect of any legal liability for which compulsory motor insurance or security is required in accordance with any road traffic legislation



## Public Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of

1. Injury to any person
2. loss of or damage to Property
3. nuisance or trespass obstruction loss of amenities or interference with any right of way light air or water

and occurring during the Period of Insurance within the Territorial Limits in connection with the Business

### Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

### Non-Permanent Employees

The indemnity under this Sub-Section only applies in respect of Employees engaged by You on a permanent basis however We will indemnify You in respect of Employees engaged on a non-permanent basis where You have requested this cover and the Schedule states 'Non-Permanent Employees' Cover is Selected

## Extensions to this Sub-Section

The following Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Bona-Fide Sub-Contractors

We will indemnify You in respect of Your legal liability for work carried out by Bona-Fide Sub-Contractors working for You on Your behalf provided that We shall not be liable under this extension

1. unless prior to appointment You shall check that Bona-Fide Sub-Contractors hold a current Public Liability insurance with a minimum limit of indemnity being not less than the Limit of Indemnity applicable to this Sub Section
2. in the event of a claim under this extension You shall provide documentary evidence of the Public Liability insurance held by the Bona-Fide Sub-Contractor at the time of his appointment to work for You

Unless otherwise specified and agreed this Section has been issued on the basis that payments to Bona Fide Sub-Contractors do not exceed 25% of Your annual turnover

### Contingent Motor Liability

Notwithstanding Exception (4) of this Sub-Section We will indemnify You in respect of legal liability arising out of the use in the course of the Business of any motor vehicle not belonging to or provided by You anywhere in Great Britain Northern Ireland the Channel Islands or the Isle of Man provided that this indemnity shall not apply

1. in respect of Damage to the vehicle or to any property conveyed therein
2. whilst the vehicle is being driven by You or any person with Your general consent who to Your knowledge or anyone on Your behalf does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
3. in respect of which You are entitled to indemnity under any other insurance
4. in respect of liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation

### Data Protection Legislation

We will indemnify You and at Your request any of Your directors or partners or Employees against all sums which You or any of Your directors or partners or Employees become(s) legally liable to pay as Compensation together with Costs and Expenses as a result of any loss, misuse or unauthorised disclosure of personal data held by You incurred in connection with the Business during the Period of Insurance provided that You are a

registered user (or have applied to become a registered user and not been refused) in accordance with the terms of Data Protection legislation

The total amount payable including all Costs and Expenses under this Extension in the aggregate any one Period of Insurance is limited to £250,000

The indemnity provided by this Extension shall not apply to

- a. legal liability caused by any deliberate act or omission by You the result of which could reasonably have been expected by You having regard to the nature and circumstances of such act or omission
- b. legal liability caused by any act of fraud or dishonesty
- c. the costs and expenses of rectifying rewriting or erasing data
- d. legal liability arising from the recording processing or provision of data for reward or to determine the financial status of any person
- e. the payment of fines or penalties
- f. claims which arise out of circumstances notified to previous insurers or known to You at inception of this Policy
- g. legal liability where indemnity is provided by any other insurance

#### **Defective Premises Act**

We will indemnify You in respect of legal liability in respect of accidental Injury or accidental loss of or damage to Property incurred by virtue of Section 3 of the Defective Premises Act 1972 or of Section 5 of the Defective Premises (Northern Ireland) Order 1975 provided that

1. such liability is not otherwise insured
2. We will not be liable in respect of
  - a. damage to that part of such premises on which You or anyone on Your behalf has worked if such damage directly results from such work
  - b. the cost of remedying any defect or alleged defect in the premises disposed of by You

#### **Movement of Obstructing Vehicles**

We will indemnify You in respect of Your legal liability arising from any vehicle (not owned or hired by or lent to You) being driven by You or any of Your Employees with Your permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicle owned hired by or lent to You or any of Your Employees

Provided that

- a. movements are limited to vehicles parked on or obstructing Your own Premises or any site at which You are working
- b. the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c. the vehicle causing obstruction is driven by use of the owners ignition key
- d. We shall not indemnify You against
  - i. Damage to such vehicle
  - ii. liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

#### **Overseas Personal Liability**

We will indemnify You and if You so request any of Your directors partners or Employees or spouse or civil partner of such person against legal liability for Injury to any person and loss or damage to Property occurring during the Period of Insurance that is incurred both

- a. in a personal capacity whilst temporarily outside Great Britain Northern Ireland the Channel Islands or the Isle of Man but excluding whilst in the United States of America or Canada, and
- b. in connection with the Business

The indemnity will not apply to legal liability

1. arising out of the ownership or occupation of land or buildings
2. in respect of which any person referred to above is entitled to indemnity under any other insurance

### Damage to Leased or Rented Premises

Notwithstanding Exception (2) of this Sub-Section We will indemnify You in respect of legal liability for loss of or damage to premises (or fixtures or fittings thereof) hired or rented to You provided that this extension shall not apply to liability in respect of

1. legal liability arising under agreement unless legal liability would have attached to You in the absence of such agreement
2. the first £500 in respect of any claim caused otherwise than by fire or explosion

## Conditions to this Sub-Section

### Heat Condition

It is a Condition Precedent to Our liability under this Sub-Section Cover – Public Liability that if in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment of that claim

1. You must ensure that in respect of use away from Your Premises of electric oxyacetylene or other welding or cutting equipment or angle grinders blow lamps blow torches flame guns or hot air guns the undernoted precautions will be complied with on each occasion
  - a. the area in which work is to be carried out is examined and combustible property within the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) either removed or as far as practicable covered by non-combustible materials
  - b. suitable fire extinguishing appliances to be kept available for immediate use at the point of work or as near as possible and You or Your Employees and trained in their use
  - c. blow lamps blow torches and flame guns not to be lighted until required for use and extinguished immediately after use
  - d. lighted blow lamps blow torches and flame guns not to be left unattended
  - e. hot air guns to be switched off when unattended
  - f. blow lamps are filled only in the open
2. You must ensure that in respect of use away from Your Premises of vessels for heating of bitumen or bituminous compounds
  - a. Vessels are continuously attended whilst heating is taking place
  - b. Vessels are only used in the open whilst heating is taking place
  - c. If Vessels are to be sited on roofs or combustible floors a sheet of metal or incombustible materials not less than 10 feet square placed under the vessel before heating takes place
  - d. A suitable fire extinguisher of 2 gallons or equivalent capacity or two 2 gallon buckets full of sand are kept available for immediate use
3. upon completion of each period of work described in 1 or 2 a thorough fire safety check to be made of the vicinity of the work The fire safety check to be undertaken at regular intervals for a period of at least one hour after completion

### Underground services

It is a Condition Precedent to Our liability that in respect of this Sub-Section Cover – Public Liability that if in relation to any claim You have failed to fulfil any of the following conditions You will lose Your right to indemnity or payment for that claim

You must ensure that prior to any digging or excavation work You will

1. take all reasonable steps to identify the position of underground pipes cables and services including the use of any freephone facility for the location of such underground services
2. retain a written record of the measures taken to locate underground services
3. adopt a method of work which will minimise the risk of loss to all services

## Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. the costs of remedying any defect or alleged defect in land or premises sold or disposed of by You or for any reduction in value thereof
4. the ownership possession or use by You or on Your behalf of any mechanically propelled motor vehicles or mobile plant
  - a. which is licenced for road use
  - b. for which compulsory motor insurance or security is required
  - c. which is more specifically insured

Provided always that this exception will not apply in respect of

- i. liability arising during the act of loading or unloading any mechanically propelled motor vehicle or mobile plant or the bringing to or the taking away of a load from such vehicle
  - ii. the authorised movement on Your Premises of any mechanically propelled motor vehicle or mobile plant
  - iii. the use of any mechanically propelled motor vehicles or mobile plant solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
5. the ownership possession or use by You or on Your behalf of any craft designed to travel through air or space hovercraft or waterborne vessels other than hand propelled watercraft
  6. any advice instruction consultancy inspection certification testing treatment design formula or specification performed or provided by You or on Your behalf for a fee under a separate contract or in circumstances where a fee would normally be charged
  7. the Excess shown in the Schedule in respect of each and every claim for Damage to Property and Use of Heat
  8. liability arising out of Product Supplied after they have ceased to be in Your custody or control other than
    - a. food or drink sold or supplied for consumption by Your directors partners Employees or visitors
    - b. the disposal of furniture and office equipment originally intended solely for use by You in connection with the Business and which is no longer required for that purpose
  9. any liquidated damages fine or penalty
  10. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
  11. work in or on any aircraft airport or aerodrome runways manoeuvring areas or aprons or those parts of aerodromes or airports to which aircraft have access
  12. work on or in any railway premises watercraft blast furnaces chimney shafts collieries dams gas works mines power stations steeples towers tunnels viaducts quarries chemical works oil refineries fuel depots bridges canals docks piers wharves
  13. work involving demolition unless part of a rebuilding contract otherwise insured by the Policy
  14. work involving pile driving water diversion sub aqua work of the use of explosives
  15. loss of or damage to
    - a. Property comprising the permanent or temporary works undertaken by You in the course of any contract or agreement and which is under Your control or for which You are responsible
    - b. Property which is held in trust by You or held in the custody or control of You or of any of Your Employees or any party who is carrying out work on your behalf where such Property is held for the purposes of
      - i. sales supply transport storage erection installation fitting treatment repair alteration testing or service
      - ii. work being carried out at Your normal place of business or that of the party carrying out the work for You on Your behalf

16. loss of or damage to documents data processing media or computer systems records or loss distortion or erasure of information stored
17. work where the depth of excavation exceeds 2 metres

## Products Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses

in respect of

1. Injury to any person
2. loss of or damage to Property

and occurring during the Period of Insurance within the Territorial Limits caused by any Product Supplied

### Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable in respect of any claim or series of claims against You as a result of or arising out of one Event and in the aggregate any one Period of Insurance shall not exceed the Limit of Indemnity

### Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

#### Consumer Protection Act Costs

We will indemnify You and at Your request any director partner or Employee in respect of legal costs and expenses incurred with Our written consent in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part II of The Consumer Protection Act 1987 provided that

1. the proceedings relate to an offence alleged to have been committed in the course of the Business and during the Period of Insurance
2. We will not indemnify You in respect of
  - a. fines or penalties
  - b. costs and expenses insured by any other policy
  - c. proceedings consequent upon any deliberate management decision act or omission of management

The maximum amount We will pay shall not exceed £100,000

### Exceptions to this Sub-Section

The following exceptions apply to this Sub-Section and should be read in conjunction with the Policy exceptions

We will not indemnify You against legal liability in respect of

1. Injury to any Employee
2. loss of or damage to Property belonging to You held in trust by You or in Your custody or control or which is leased let rented hired or lent to You
3. any advice instruction consultancy inspection certification testing treatment design formula or specification provided by You or on Your behalf for a fee or in circumstance where a fee under a separate contract would normally be charged
4. loss of or damage to any Product Supplied or for the costs of recall removal repair alteration replacement or reinstatement of such Product Supplied caused by any defect therein or the unsuitability thereof for its intended purpose
5. any Product Supplied which to Your knowledge is for use in or on any aircraft missile or for aviation or aerospace purposes or for the safety or navigation of marine craft of any sort
6. any liquidated damages fine or penalty
7. punitive exemplary aggravated or restitutionary damages or any additional damages resulting from the multiplication of compensatory damages
8. any Product Supplied which is in Your custody or control
9. Loss of or damage to or the cost of removing reinstating replacing or rectifying any Product Supplied under a separate previously completed contract

## Employers Liability Sub-Section

### Cover

We will indemnify You against all sums that You become legally liable to pay as Compensation including Costs and Expenses in respect of Injury sustained by any Employee caused during the Period of Insurance within the Territorial Limits and arising out of employment by You in the course of the Business

### Limit of Indemnity

Our liability for Compensation including Costs and Expenses payable under this Sub-Section in respect of any claim or series of claims against You as a result of or arising out of one Event shall not exceed the Limit of Indemnity

### Right of Recovery

The indemnity provided under this Sub-Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to Employees in Great Britain Northern Island the Channel Islands or the Isle of Man You must repay to Us all sums paid by Us that We would not have been liable to pay but for the provisions of such law

## Extensions to this Sub-Section

The following Sub-Section Extensions shall apply subject to all other terms conditions limits and exceptions of this Policy

### Unsatisfied Court Judgments

This Sub-Section extends to include the following

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

1. the judgment for Compensation is obtained
  - a. in a court of law within Great Britain Northern Island the Channel Islands or the Isle of Man
  - b. against a company partnership or individual other than You conducting a business at or from premises within the territories described in a. above
2. there is no appeal outstanding
3. if any payment is made under the terms of this Extension the Employee or the personal representatives of the Employee must assign the judgment to Us

### Injuries to Working Partners (only applicable if stated in the Schedule)

In respect of Injury sustained by any working partner or proprietor We will deem such person under this Sub-Section to be an Employee provided that We will only be liable where

1. the Injury is sustained whilst such working partner or proprietor is working in connection with the Business
2. the Injury is caused by the negligence of another working partner proprietor or Employee whilst working in the Business
3. the injured working partner or proprietor has a valid right of action in negligence against the working partner proprietor or Employee responsible for such Injury



## Business Contents Section

### Section Definitions

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in the Section. They should also be read in conjunction with the General Definitions at the start of the Policy

#### **Business Contents**

Computer and Electronic Office Equipment Landlords Fixtures and Fittings All Other Contents Perishable Goods and other items for the purpose of the Business in any locked building at Your Premises

**Computer and Electronic Office Equipment** for which You are responsible including laser printers fax machines mobile telephones and photocopiers

#### **Geographical Limits**

The buildings at the Premises specified in the Schedule and whilst temporarily removed elsewhere within Great Britain Northern Ireland the Isle of Man or the Channel Islands for a period not exceeding 14 consecutive days.

### Cover

We will indemnify You in respect of Damage to Business Contents occurring during the Period of Insurance to Property described in the Schedule provided the Damage occurs at the buildings as detailed in the Schedule

The Sum Insured under each item is separately subject to Average

#### **Limit of Liability**

Our liability under this Section shall not exceed the Sum Insured shown against each item in the Schedule for the Period of Insurance as stated in the Schedule

#### **Basis of Claims Settlement**

The amount payable shall be an amount equal to the cost of repair reinstatement or replacement of the Property when new without deduction for wear and tear to a condition equivalent to or substantially the same but not better or more extensive than its condition when new subject to the monetary limit specified in the Schedule

Provided that repair reinstatement or replacement has been effected

### Section Exceptions

We will not indemnify You for

1. consequential loss of any kind or description
2. Damage caused by theft or any attempted theft when the Premises are unoccupied unless the theft or attempted theft involves
  - a. forcible or violent entry to or exit from the buildings or
  - b. the use of violence or the threat of violence
3. Damage caused by theft or attempted theft from any unattended vehicle where
  - a. All doors and windows have not been lockedand
  - b. The vehicle is not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight

4. Damage caused by
  - a. inherent vice latent defect gradual deterioration wear and tear frost change in water table
  - b. faulty or defective design or materials
  - c. faulty or defective workmanship operational error or omission on the part of You Your partners or any of Your Employees
 but this shall not exclude subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
5. Damage caused by
  - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin insects mould or fungus
  - b. change in temperature colour flavour or finish
  - c. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which such breakdown or derangement originates
 but this shall not exclude
  - i. such Damage which itself results from fire lightning explosion aircraft or other aerial devices or objects dropped therefrom riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons earthquake subterranean fire storm tempest flood escape of water from any tank apparatus or pipe impact by any road vehicle or animal theft or attempted theft or from any other cause not being an excepted cause under this Section or otherwise excluded
  - ii. subsequent Damage which itself results from a cause not being an excepted cause under this Section or otherwise excluded
6. Damage caused by
  - a. acts of fraud or dishonesty by You Your partners directors or any of Your Employees
  - b. unexplained disappearance unexplained or inventory shortage misfiling or misplacing of information or clerical error
  - c. any process of fitting testing servicing repair renovation or adjustment
7. the Excess stated in the Schedule

## Section Conditions

### Automatic Reinstatement

In the absence of written notice from Us to the contrary the Sum Insured by this Section shall not be reduced by the amount of loss and in return You undertake to pay the appropriate extra premium at a rate to be agreed on the amount of the loss from the date thereof

### Average

Where a Sum Insured is subject to average if at the time of the Damage the Sum Insured is less than the total value of the property You will be considered as Your own insurer for the difference and bear a proportionate share of the loss

### Requirements

It is a Condition Precedent to Our liability under this Section that if You have failed to implement the requirements set out in the Schedule within the timescales specified You will lose Your right to indemnity or payment for that claim

## Legal Expenses Section

**Certain words have specific meanings for the purpose of this Section, these are shown below. General Definitions, General Conditions and General Exceptions also apply to the Legal Expenses Section.**

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the insurance for this Section. To make sure that You get the most from Your DAS cover, please take time to read this Section, which explains the insurance cover available to You. Please follow the procedures throughout the Policy and in particular those applying to insured incident **Employment disputes and compensation awards**.

If You wish to speak to Us about:

- Legal Advice: You can get telephone legal advice on any legal issue affecting Your Business.
- Insurance Claims: You can report a claim 24/7.
- Tax Advice: dedicated tax advisers can provide advice on tax issues affecting Your Business.

Please phone Us on 0370 755 3111. We will ask You about Your legal issue and if necessary call You back to deal with Your query.

- Crisis Containment: You can get assistance 24/7. Please phone Us on 0344 893 9314.

### Our agreement

We agree to provide the insurance described in this Section for You (or where specified, the Insured Person) in respect of any insured incident arising in connection with the Business, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Policy, provided that:

1. Reasonable Prospects exist for the duration of the claim
2. the Date of Occurrence of the insured incident is during the Period of Insurance, or
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
  - a. the previous legal expenses insurance policy required You to report claims during its currency
  - b. You could not have notified a claim previously as You could not have reasonably been aware of the insured incident
  - c. cover has been continuously maintained in force
  - d. any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by Us, and
  - e. the available limit of indemnity shall be limited to the lesser of the sums payable under this or Your previous policy
4. any legal proceedings will be dealt with by a court, or other body which We agree to, within the Countries Covered, and
5. the insured incident happens within the Countries Covered.

### What We will pay

We will pay an Appointed Representative, on Your behalf, Costs and Expenses incurred following an insured incident, and any compensation awards that We have agreed to, provided that:

1. the most We will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for Costs and Expenses and compensation awards claims, is £500,000
2. the most We will pay for the total of all compensation awards under insured incident **Employment disputes and compensation awards 2. Compensation awards** in any one Period of Insurance shall not exceed £1,000,000
3. the most We will pay in Costs and Expenses is no more than the amount We would have paid to a Preferred Law Firm or tax consultancy. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, You must tell us as soon as possible and within the statutory time limits allowed that You want to appeal. Before We pay the Costs and Expenses for appeals, We must agree that Reasonable Prospects exist
5. for an enforcement of judgment to recover money and interest due to You after a successful claim under this Section, We must agree that Reasonable Prospects exist

6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most We will pay in Costs and Expenses is the value of the likely award, and
7. in respect of insured incident **Legal defence 6. Jury service and court attendance**, the maximum We will pay is the Insured Person's net salary or wages for the time that the Insured Person is attending court or tribunal, less any amount You, the court or tribunal pays, and
8. in respect of insured incident **Crisis containment** the maximum We will pay in respect of all claims resulting from one or more event arising at the same time, or from the same originating cause, is £25,000.

## What We will not pay

1. In the event of a claim, if You decide not to use the services of a Preferred Law Firm or tax consultancy, You will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by Us.
2. If You are registered for VAT, We will not pay the VAT element of any Costs and Expenses.

## Definitions applicable to this Section

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. They should also be read in conjunction with the general definitions of this Policy. If there is a conflict between a definition in this Section and a definition elsewhere in this Policy, the definition in this Section will apply.

**Appointed Representative** – The Preferred Law Firm, law firm, tax consultancy, accountant or other suitably qualified person We appoint to act on the Insured Person's behalf.

### Costs and Expenses

1. All reasonable, proportionate and necessary costs chargeable by the Appointed Representative and agreed by Us in accordance with the DAS Standard Terms of Appointment.
2. The costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them or the Insured Person pays them with Our agreement.

### Countries Covered

1. For insured incidents **Legal defence** (excluding **5. Statutory notice appeals** and **7. Disciplinary hearings**), **Contract disputes**, **Debt recovery**, and **Personal injury**: The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
2. For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Channel Islands.

**DAS Standard Terms of Appointment** – The terms and conditions (including the amount We will pay to an Appointed Representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no-win, no-fee). Where a law firm is acting on Your behalf, the amount We will pay is currently £100 per hour. This amount may vary from time to time.

### Date of Occurrence

1. For civil cases (other than as specified under (3) to (8) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date You or an Insured Person first became aware of it.)
2. For criminal cases, the date the Insured Person began, or is alleged to have begun, to break the law.
3. For insured incident **Legal defence 5. Statutory notice appeals**, the date when the Insured Person is issued with the relevant notice and has the right to appeal.
4. For insured incident **Legal defence 7. Disciplinary hearings**, the date the Insured Person first became aware of the formal investigation or disciplinary hearing against them.
5. For insured incident **Statutory licence appeal**, the date when You first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence, mandatory registration or British Standard Certificate of Registration.

6. For insured incident **Tax protection**, the date when HM Revenue & Customs, or the relevant authority, first notifies You of its intention to carry out an enquiry. For VAT or Employer Compliance Disputes, the date the dispute arises during the Period of Insurance following the issue of an assessment, written decision or notice of a civil penalty.
7. For insured incident **Crisis containment**, the date the negative publicity relating to Your Business first occurred.
8. For insured incident **Employment restrictive covenants**, the date You first became aware (or should reasonably have been aware), of the breach or prospective breach of covenant (whichever is first).

**Employer Compliance Dispute** – A dispute with HM Revenue & Customs concerning Your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

#### Identity Theft

1. The unlawful use of Your identity to obtain credit, financial products, goods or services
2. The theft or unauthorised use of the identity of Your directors and/or their spouses/civil partners.

#### Insured Person

1. You and the directors, partners, managers, Employees and any other individuals declared to Us by You.
2. A person contracted to work for You who works for You on the same basis as Your Employees, and performs that work under Your supervision and direction.

**PR Crisis** – Negative publicity in local, regional or national media (print, online, television or radio), or negative social media comment, which requires managing to protect Your Business' reputation.

**Preferred Law Firm** – A law firm, barrister or tax expert We choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with Our agreed service standard levels, which We audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

#### Reasonable Prospects

1. For civil cases (other than insured incidents **Crisis containment**, **Social media defamation** and **Corporate identity theft**), the prospects that the Insured Person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that We have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. A Preferred Law Firm or tax consultancy on Our behalf, will assess whether there are Reasonable Prospects.
2. For criminal cases, and insured incidents **Crisis containment**, **Social media defamation** and **Corporate identity theft**, there is no requirement for there to be prospects of a successful outcome.
3. For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

**Tax Enquiry** – A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

1. includes a request to examine any aspect of Your books and records; or
2. advises of a check of Your whole tax return.

**VAT Dispute** – A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to Your VAT affairs.

## Insured incidents

### Employment disputes and compensation awards

#### 1. Employment disputes

##### What is covered:

Costs and Expenses to defend Your legal rights:

- a. before the issue of legal proceedings in a court or tribunal
  - i. following the dismissal of an Employee; or
  - ii. where an Employee or ex-Employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or
- b. in unfair dismissal disputes under the ACAS Arbitration Scheme; or

- c. in legal proceedings in respect of any dispute relating to:
  - i. a contract of employment with You; or
  - ii. an alleged breach of the statutory rights of an Employee, ex-Employee or prospective Employee under employment legislation.

**What is not covered:**

A claim relating to the following:

- a. unless equivalent legal expenses insurance was continuously in force before:
  - i. any dispute where the originating cause of action arises within the first 90 days of the start of this Section;
  - ii. any dispute with an Employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section, if the date of occurrence was within the first 180 days of the start of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - iii. any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this Section
- b. Employee internal disciplinary or grievance procedures
- c. damages for personal injury
- d. Transfer of Undertakings Regulations (TUPE) or the Transfer of Employment (Pension Protection) Regulations
- e. pursuing Your legal rights.

**2. Compensation awards**

**What is covered:**

In respect of a claim We have accepted under insured incident **Employment disputes and compensation awards 1. Employment disputes** We will pay:

- a. any basic and compensatory award; and/or
- b. an order for compensation or damages following a breach of Your statutory duties under employment legislation.

Provided that:

- a. in cases relating to performance and/or conduct, You have throughout the employment dispute either:
  - i. followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - ii. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - iii. sought and followed advice from Our legal advice service (telephone 0370 755 3111)
- b. for an order of compensation following Your breach of statutory duty under employment legislation, You have at all times sought and followed advice from Our legal advice service since the date when You should have known about the employment dispute (telephone 0370 755 3111)
- c. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, You have sought and followed advice from Our legal advice service before starting any redundancy process or procedure with employees (telephone 0370 755 3111)
- d. any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by Us.

Please note that the total amount payable by Us for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one Period of Insurance is £1,000,000.

**What is not covered:**

A claim relating to the following:

- a. Any compensation award relating to the following:
  - i. trade union activities, trade union membership or non-membership;
  - ii. pregnancy or maternity rights, paternity, parental or adoption rights;
  - iii. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - iv. statutory rights in relation to trustees of occupational pension schemes.
- b. Non-payment of money due under a contract.



- c. Any award ordered because You have failed to provide relevant records to Employees under National Minimum Wage legislation.
- d. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.
- e. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

### 3. Employee civil legal defence

**What is covered:**

Costs and Expenses to defend the Insured Person's (other than Your) legal rights if:

- a. an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- b. civil action is being taken against them as trustee of a pension fund set up for the benefit of Your Employees.

Please note that We will only provide cover for an Insured Person (other than You) at Your request.

### 4. Service occupancy

**What is covered:**

Costs and Expenses to recover possession of premises owned by You, or for which You are responsible, from Your Employee or ex-Employee.

**What is not covered:**

Any claim relating to defending Your legal rights, other than defending a counter-claim that is an insured incident under this Section.

## Legal defence

For each of the following sections of **Legal defence** cover 1. to 7. below, You must request Us to provide cover for the Insured Person:

### 1. Criminal pre-proceedings cover

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights prior to the issue of legal proceedings, when dealing with the Police, Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the Insured Person has or may have committed a criminal offence.

Provided that:

- a. for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the policy schedule. Please see Our agreement.

**What is not covered:**

A claim relating to the following:

- a. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
- b. investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2. Criminal prosecution defence

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights following an event which leads to the Insured Person being prosecuted in a court of criminal jurisdiction.

Provided that:

- a. for claims relating to the Health and Safety at Work etc Act 1974, the Countries Covered shall be any place where the Act applies.

Please note that We will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the Business shown in the Policy schedule. Please see Our agreement.

**What is not covered:**

A claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Data protection

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- a. An individual. We will also pay any compensation award in respect of such a claim.
- b. A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note that We will not pay any compensation award in respect of such a claim.

Provided that:

- a. in respect of insured incident **Legal defence 3. Data protection (a)**, any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by Us.

Please note that We will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Exclusions: 3 Court awards and fines.

**What is not covered:**

A claim relating to the following:

- a. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
  - b. a reduction in the functionality, availability, or operation of stored personal data
- where either (a) or (b) above have resulted from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

### 4. Wrongful arrest

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights if civil action is taken against the Insured Person for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the Period of Insurance.

### 5. Statutory notice appeals

**What is covered:**

Costs and Expenses to defend the Insured Person's legal rights in an appeal against the imposition or terms of any statutory notice issued under legislation affecting Your Business.

**What is not covered:**

A claim relating to the following:

- a. an appeal against the imposition or terms of any statutory notice issued in connection with Your licence, mandatory registration or British Standard Certificate of Registration
- b. a statutory notice issued by an Insured Person's regulatory or governing body.

### 6. Jury service and court attendance

**What is covered:**

An Insured Person's absence from work:

- a. to perform jury service
- b. to attend any court, tribunal or at the request of the Appointed Representative.

The maximum We will pay is the Insured Person's net salary or wages for the time that they are absent from work less any amount You, the court or tribunal, have paid them.

We will reimburse You for net salary or wages that You have paid the Insured Person for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

**What is not covered:**

Any claim if You or the Insured Person are unable to prove the loss.



## 7. Disciplinary hearings

### What is covered:

Costs and Expenses to defend the Insured Person's legal rights if an event results in a disciplinary case brought against the Insured Person by the relevant authority.

## Statutory licence appeal

### What is covered:

Costs and Expenses for an appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel your licence, mandatory registration or British Standard Certificate of Registration.

### What is not covered:

A claim relating to the following:

1. the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

## Contract disputes

### What is covered:

Costs and Expenses for a contractual dispute arising from an agreement or an alleged agreement which has been entered into by You or on Your behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

1. the amount in dispute exceeds £200 (incl VAT)
2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £200 (incl VAT)
3. if the dispute relates to money owed to You, a claim under the policy is made within 90 days of the money becoming due and payable.

### What is not covered:

A claim relating to the following:

1. a dispute arising from an agreement entered into prior to the start of this Section if the Date of Occurrence is within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
2.
  - a. a dispute relating to an insurance policy, other than when Your insurer refuses Your claim
  - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, We will cover a dispute with a professional adviser in connection with these matters
  - c. a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters
3. a dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with You. (Please refer to insured incident **Employment disputes and compensation awards**.)
4. a dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to Your own specification
5. the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists
6. a dispute arising from a breach or alleged breach of professional duty by an Insured Person.

### Debt recovery

#### What is covered:

Costs and Expenses for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

1. the debt exceeds £200 (incl VAT)
2. a claim is made within 90 days of the money becoming due and payable
3. We have the right to select the method of enforcement, or to forego enforcing judgment if We are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### What is not covered:

A claim relating to the following:

1. any debt arising from an agreement entered into prior to the start of the Section if the debt is due within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
2.
  - a. the settlement payable under an insurance policy
  - b. the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - c. a loan, mortgage, pension, guarantee or any other financial product. However, We will cover a dispute with a professional adviser in connection with these matters
3. a dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services
4. the recovery of money and interest due from another party where the other party indicates that a defence exists
5. any dispute which arises from debts You have purchased from a third party.

### Property protection

#### What is covered:

Costs and Expenses for a civil dispute relating to physical property which is owned by You, or is Your responsibility following:

1. any event which causes physical damage to such physical property; or
2. a legal nuisance (meaning any unlawful interference with Your use or enjoyment of Your land, or some right over, or in connection with it); or
3. a trespass.

Please note that You must have, or there must be reasonable prospects of establishing You have, the legal ownership or right to the physical property that is the subject of the dispute.

#### What is not covered:

A claim relating to the following:

1. a contract You have entered into (please refer to insured incident **Contract disputes**)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by You unless the goods are at the premises for the purpose of installations or use in work to be carried out by You
4. mining subsidence
5. defending Your legal rights but We will cover defending a counter-claim that is an insured incident under this Section
6. a motor vehicle owned or used by, or hired or leased to an Insured Person (other than damage to motor vehicles where You are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against You.

### Personal injury

**What is covered:**

At Your request, Costs and Expenses for an Insured Person's and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

**What is not covered:**

A claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an Insured Person's or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

### Tax protection

**What is covered:**

Costs and Expenses for:

1. A Tax Enquiry
2. An Employer Compliance Dispute
3. A VAT Dispute.

Provided that:

1. You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note that We will only cover tax claims which arise in direct connection with the activities of the Business shown in the Policy schedule. Please see Our agreement.

**What is not covered:**

A claim relating to the following:

1. a tax avoidance scheme
2. any failure to register for Value Added Tax or Pay As You Earn
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office
4. any claim relating to import or excise duties and import VAT
5. any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

### Tenancy disputes

**What is covered:**

Costs and Expenses for a civil dispute between You and Your landlord, relating to premises leased or rented by You.

**What is not covered:**

A claim relating to the following:

1. the negotiation, review or renewal of the lease or tenancy agreement
2. a dispute arising from rent or service charges.

## Crisis containment

### What is covered:

Costs and Expenses in the event of a PR Crisis:

1. We will provide advice and guidance over the phone about Your PR Crisis. Please call Us on 0344 893 9314 (open 24 hours a day, seven days a week).
2. following a call to Us, if You and We agree that additional help is required to manage Your PR Crisis, We will provide appropriate assistance which may include specialist legal and public relations support.

Provided that:

1. We will not pay more than £25,000 for any claim in respect of a PR Crisis
2. You have sought and followed advice from Us.

### What is not covered:

A claim relating to the following:

1. any claim that could reasonably be dealt with through Your customer service or standard complaints procedures
2. any PR Crisis related to or arising from an event affecting the whole profession or industry.

## Employment restrictive covenants

### 1. Pursuit of a breach of covenant

#### What is covered:

Costs and Expenses to pursue a civil action against an Employee or ex-Employee where they are in breach, or are about to be in breach, of a covenant which restricts them:

- a. from providing services to or soliciting Your customers; or
- b. enticing other Employees to leave Your employment.

Provided that:

- a. the restrictive covenant(s) is expressly incorporated within the Employee's or ex-Employee's contract of employment with You
- b. the Employee or ex-Employee has signed their contract of employment
- c. the restrictive covenant does not exceed 12 months
- d. You have not breached the Employee's or ex-Employee's contract of employment

#### What is not covered:

A claim relating to the following:

- a. any dispute where the Date of Occurrence arises within the first 90 days of the start of this Section, unless equivalent legal expenses insurance was in force immediately before
- b. any claim relating to a restrictive covenant applying to an Employee or ex-Employee transferred to the Business under the Transfer of Undertakings Regulations (TUPE)
- c. defending Your legal rights (please refer to insured incident **Employment restrictive covenants 2. Business defence**), other than the defence of a counter-claim that is an insured incident under this Section

### 2. Business defence

#### What is covered:

Costs and Expenses in a dispute between You and a third party business, where the third party alleges that You have breached their legal rights protected by an employment restrictive covenant contained within a contract of employment between the third party and their Employee or ex-Employee.

Provided that:

- a. the Employee or ex-Employee is now Your Employee or prospective Employee.

#### What is not covered:

A claim relating to any covenant other than an employment restrictive covenant contained within a contract of employment between Your Employee or prospective Employee and their former or current employer.

### Social media defamation

#### What is covered:

Following defamatory comments made about an Insured Person on a social media website, We will pay Costs and Expenses to provide a formal written request that the comments are removed from the website:

1. We will write one letter to the provider of the social media website.
2. Where the authors' identity is known, We will also write one letter to the author.

#### What is not covered:

Any claim where the Insured Person is not aged 18 years or over.

### Corporate identity theft

#### What is covered:

Costs and Expenses following an Identity Theft. We will assign a personal caseworker who will provide an individual action plan to help regain the stolen identity. We will pay:

1. **For You**
  - a. Costs and Expenses to defend Your legal rights in a dispute with debt collectors or any party taking legal action against You, arising from or relating to the Identity Theft
  - b. the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies
  - c. the cost of replacement documents to help restore Your credit status.
2. **For Your directors and/or their spouses/civil partners**
  - a. Costs and Expenses to reinstate the stolen identity, including costs for the signing of statutory declarations or similar documents
  - b. Costs and Expenses to defend the affected individual's legal rights in a dispute with debt collectors or any party taking legal action against them, arising from or relating to the Identity Theft
  - c. loan-rejection fees and any re-application administration fee for a loan when the original application has been rejected
  - d. the costs incurred for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies
  - e. the cost of replacement documents to help restore the stolen identity and the affected individual's credit status.

Provided that:

- a. Where the Identity Theft relates to Your directors and/or their spouses/civil partners, the affected individual(s) must contact the Identity Theft helpline as soon as possible and follow the advice given
- b. You and the affected individual(s) must notify Your banks and building societies as soon as possible
- c. You must tell Us if You or Your directors and/or their spouses/civil partners have previously suffered Identity Theft
- d. You and the affected individual(s) must take all reasonable action to prevent continued unauthorised use of the stolen identity
- e. You must request Us to provide cover for Your directors and/or their spouses/civil partners
- f. You must have adequate security systems to protect Your Business
- g. We will not pay for losses that are not directly covered by this Section e.g. reimbursement of unlawfully obtained funds belonging to You or Your directors and/or their spouses/civil partners.

#### What is not covered:

A claim relating to the following:

1. fraud committed by anyone entitled to make a claim under this Section
2. losses for anyone other than You, Your directors and their spouses/civil partners

## Exclusions

We will not pay for the following:

1. **Late reported claims**  
Any claim reported to Us more than 180 days after the date the Insured Person should have known about the insured incident.
2. **Costs We have not agreed**  
Costs and Expenses incurred before Our expressed acceptance.
3. **Court awards and fines**  
Fines, penalties, compensation or damages which the Insured Person is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards 2. Compensation awards, and Legal defence 3. Data protection.**
4. **Legal action we have not agreed**  
Legal action an Insured Person takes which We or the Appointed Representative have not agreed to, or where the Insured Person does anything that hinders Us or the Appointed Representative.
5. **Intellectual property rights**  
Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. **Wilful acts**  
Any wilful act or omission of an Insured Person deliberately intended to cause a claim under this Section.
7. **Franchise or agency agreements**  
Any claim relating to rights under a franchise or agency agreement entered into by You.
8. **A dispute with DAS**  
Any claim under this Section for a dispute with Us or another Insurer under this Policy. For disagreements with Us about the handling of a claim, refer to Conditions: 8 Arbitration.
9. **Shareholding or partnership disputes**  
Any claim relating to a shareholding or partnership share in the Business.
10. **Judicial review, coroner's inquest or fatal accident inquiry**  
Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. **Bankruptcy**  
Any claim where either at the start of, or during the course of a claim:
  - a. You are declared bankrupt
  - b. You have filed a bankruptcy petition
  - c. You have filed a winding-up petition
  - d. You have made an arrangement with your creditors
  - e. You have entered into a deed of arrangement
  - f. You are in liquidation
  - g. part or all of Your affairs or property are in the care or control of a receiver or administrator.
12. **Defamation**  
Any claim relating to written or verbal remarks that damage the Insured Person's reputation, other than where cover is provided under insured incident **Social media defamation.**
13. **Litigant in person**  
Any claim where an Insured Person is not represented by a law firm, barrister or tax expert.

## Conditions

### 1. Your representation

- a. On receiving a claim, if legal representation is necessary, We will appoint a Preferred Law Firm or tax consultancy as Your Appointed Representative to deal with Your claim. They will try to settle Your claim by negotiation without having to go to court.
- b. If the appointed Preferred Law Firm or tax consultancy cannot negotiate settlement of Your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then You may, if You prefer, choose a law firm or tax expert of Your own choice to act as the Appointed Representative. We will choose the Appointed Representative to represent You in any proceedings where We are liable to pay a compensation award.
- c. If You choose a law firm as Your Appointed Representative who is not a Preferred Law Firm or tax consultancy, We will give Your choice of law firm the opportunity to act on the same terms as a Preferred Law Firm or tax consultancy. However if they refuse to act on this basis, the most We will pay is the amount We would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount We will pay a law firm (where acting on Your behalf) is currently £100 per hour. This amount may vary from time to time.
- d. The Appointed Representative must co-operate with Us at all times and must keep Us up to date with the progress of the claim.

### 2. An Insured Person's responsibilities

- a. An Insured Person must co-operate fully with Us and the Appointed Representative.
- b. An Insured Person must give the Appointed Representative any instructions that We ask them to.

### 3. Offers to settle a claim

- a. An Insured Person must tell Us if anyone offers to settle a claim and must not negotiate or agree to any settlement without Our expressed consent.
- b. If an Insured Person does not accept a reasonable offer to settle a claim, We will not pay further Costs and Expenses.
- c. We may decide to pay an Insured Person the reasonable value of the claim that the Insured Person is claiming or is being claimed against them, instead of starting or continuing legal action. In these circumstances an Insured Person must allow Us to take over and pursue or settle a claim in their name. An Insured Person must allow Us to pursue at Our own expense and for Our benefit, any claim for compensation against any other person and an Insured Person must give Us all the information and help We need to do so.

### 4. Assessing and recovering costs

- a. An Insured Person must instruct the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
- b. An Insured Person must take every step to recover Costs and Expenses and court attendance and jury service expenses that We have to pay and must pay Us any amounts that are recovered.

### 5. Cancelling an appointed representative's appointment

If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Appointed Representative without good reason, the cover We provide will end at once, unless We agree to appoint another Appointed Representative.

### 6. Withdrawing cover

- a. If an Insured Person settles a claim or withdraws their claim without Our agreement, or does not give suitable instructions to the Appointed Representative, We can withdraw cover and will be entitled to reclaim any Costs and Expenses We have paid.
- b. If during the course of a claim Reasonable Prospects no longer exist, the cover We provide will end at once. We will pay any Costs and Expenses and compensation awards We have agreed to, up to the date cover was withdrawn.

### 7. Expert opinion

If there is a disagreement between an Insured Person and Us on the merits of the claim or proceedings, or on a legal principle, We may suggest the Insured Person obtains, at their own expense, an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by Us and the cost expressly agreed in writing between the Insured Person and Us. Subject to this, We will pay the cost of getting the opinion, if the expert's opinion indicates that it



is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that We have agreed to) or make a successful defence. This does not affect the Insured Person's rights under Conditions: 8 Arbitration.

#### **8. Arbitration**

If there is a disagreement about the handling of a claim and it is not resolved through Our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, We will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

#### **9. Keeping to the policy terms**

An Insured Person must:

- a. Keep to the terms and conditions of this Policy
- b. Take reasonable steps to avoid and prevent claims
- c. Take reasonable steps to avoid incurring unnecessary costs
- d. Send everything We ask for, in writing, and
- e. Report to Us full and factual details of any claim as soon as possible and give Us any information We need.



## Helplines and Online Tools

Under the Legal Expenses section, Your Policy includes access to the following helplines and online tools from DAS Legal Expenses Insurance Company Limited (DAS).

You can contact DAS' UK-based call centre 24 hours a day, seven days a week during the Period of Insurance. However, they may need to arrange to call You back, depending on the enquiry. To help DAS check and improve their service standards, they may record all calls. When phoning, please quote Your DAS policy number TS5/6375620.

DAS will not accept responsibility if the helpline services are unavailable for reasons they cannot control.

### Legal Advice Helpline

**0370 755 3111**

Advice can be provided on any commercial legal problem affecting Your Business under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Wherever possible, the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible, they will arrange to call You back at a time to suit You.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, DAS will refer You to one of their specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are received outside of these times, DAS will arrange to call You back.

### Tax Advice Helpline

**0370 755 3111**

Advice can be provided on any tax matters affecting the Business, under UK law.

This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, DAS will arrange to call You back.

### Counselling Helpline

**0117 934 2121**

DAS will provide the Insured Person (and any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS.

The counselling service helpline is open 24 hours a day, seven days a week.

### Identity Theft Helpline

**0344 848 7071**

If Your directors or their spouses/civil partners are resident in the UK or the Channel Islands, DAS will provide them with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am-8pm, seven days a week.

### Employment Manual

**Visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)**

The DAS Employment Manual offers comprehensive, up to date guidance on employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual)

If You'd like notifications of when updates are made to the Employment Manual, please email DAS at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) quoting Your DAS policy number TS5/6375620.

### DASbusinesslaw

**Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk)**

DAS Businesslaw contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos. These can help You with the day-to-day running of Your Business and help You to manage its exposure to legal risk. The document builders can help You create documents such as

- HR policies
- T&C documentation
- Privacy statements
- Data protection policy
- Copyright and trademark licences
- Employee contracts
- Debt recovery letters

Register using the voucher code DASBARC100 to gain access to a range of free documents.

## Contractors All Risks Section

### Section Definitions

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

#### Contract

Any Contract or agreement entered into by You to carry out work in the course of the Business where the estimated Maximum Contract Price does not exceed the amount stated in the Schedule

#### Contract Works

The permanent and temporary works executed in the performance of the Contract and materials for use in connection therewith but excluding any work which involves

1. work in over or adjacent to water
2. bridges viaducts subways tunnels motorways dams and the like
3. a depth of excavation exceeding 3 metres
4. piling and underpinning

#### Estimated Original Contract Price

The estimated valuation of the Works to be carried out or the estimated contract price at the commencement date of the Contract Works

#### Excess /Excesses

The amount or amounts shown in this Section or stated in the Schedule which You must pay for each and every claim and You will reimburse any such amount paid by Us

#### Existing Structure

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

#### Free Issue Materials

Materials for incorporation in the Contract Works

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

#### Maintenance Period

The period indicated in the conditions of the Contract but not exceeding 12 months or as specified in the Schedule during which You are responsible for rectifying defects

#### Maximum Contract Price

The maximum price of any Contract for which We will provide indemnity as stated in the Schedule

#### Substantial Completion

A building shall be deemed to be substantially complete when the work remaining relates only to choice of decoration fixtures and fittings

#### Territorial Limits

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

## Property Insured

The Contract Works while on the site of any Contract anywhere within the Territorial Limits or in transit by road rail or inland waterway thereto

Temporary buildings including fixtures and fittings therein for use in connection with the Contract (excluding any hired-in property) anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

Construction plant tools and equipment for use in connection with the contract (excluding hired-in property and property described in Contract Works temporary Buildings and Employees personal tools and effects anywhere within the Territorial Limits other than on sites of contracts not insured by this Section

Hired-in property as otherwise described in Temporary Buildings and Constructional plant tools and equipment herein

Employees personal tools and effects while on the site of contracts within the Territorial Limits

## Cover

We will indemnify You by payment for the amount of or at Our option by repair reinstatement or replacement in respect of Damage to the Property Insured occurring within the Territorial Limits in the course of the Business during the Period of Insurance

Provided that

1. such Property Insured belongs to You or is Your responsibility
2. the measure of indemnity shall be the cost of repair reinstatement or replacement by similar property less an appropriate deduction for wear and tear
3. Our maximum liability in respect of any one claim irrespective of the number of parties insured by this Policy shall not exceed
  - a. in respect of the Contract Works 125% of the Estimated Original Contract Price or the Maximum Contract Price in the Schedule including the value of Free Issue Materials and any payment or payments under any of the Section Extensions at the time of Damage
  - b. in respect of all other Property Insured the Sum Insured by each item as detailed in Schedule at the time of Damage

## Section Extensions

The following Section Extensions shall apply subject to all other terms and conditions limits and exceptions of this Policy

### Automatic reinstatement following claim

In the event of a claim for Damage insured by this Section the Sums Insured will be reinstated automatically in full from the date of the Damage

Provided that

1. You will comply with any reasonable recommendations We may make to prevent further Damage
2. You will pay an additional premium at a rate to be agreed on the amount of each claim from the date of the incident to the date of the Period of Insurance

### Professional fees

We will indemnify You for architects' surveyors' and consulting engineers' fees necessarily incurred in the repair reinstatement or replacement of the Property Insured consequent upon Damage thereto for which indemnity is provided by this Section (but not for preparing any claim)

Provided that the amount payable shall not exceed those authorised by the appropriate professional body

### Debris removal

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

1. dismantling and/or demolishing
2. shoring up propping or fencing off
3. repairing or cleaning drains sewers service mains and the like and/or dewatering
4. temporary boarding up of windows following breakage of glass

the portion or portions of the Contract Works resulting from any Damage for which indemnity is provided by this Section

But we will not indemnify You in respect of costs and expenses

- a. incurred in removing debris except from the Contract Works where Damage occurred from the area immediately adjacent thereto
- b. arising from pollution or contamination of Property not insured by this Section

The maximum We will pay in respect of any one loss under this Extension shall not exceed ten per cent of the Estimated Original Contract Price

### Public Authorities requirements

We will indemnify You for such additional cost of reinstatement of the Property Insured as may be incurred with Our consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon You following the Damage provided that the reinstatement is completed within twelve months of the occurrence of the Damage or within such further time as We may allow in writing

Provided that We shall not be liable in respect of costs for

1. requirements relating to undamaged property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from the insurance)
2. any rate tax duty development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the regulations or requirements referred to

If Our liability under this Section is reduced by the application of any terms of this Policy Our liability under this clause will be similarly reduced

The maximum We will pay under this Extension in respect of any one Contract is the Sum Insured stated in the Schedule

### Free Issue Materials

The Contract Works will include any Free Issue Materials provided You include their value in the contract price of any Contract and any declaration required by Us

### Offsite storage

We will indemnify You under Contract Works in respect of materials or goods designated for incorporation in the Works while such materials or goods are temporarily held in store away from the site of the Contract but not while such materials or goods are being worked upon in order to complete the same up to the point of their incorporation in the Works

Our liability under this Extension shall be limited to fifteen per cent of the Sum Insured of Contract Works or £25,000 (whichever is the less) at any one location

### Immobilised plant

We will indemnify You for the cost of recovery or withdrawal of Constructional plant or equipment or Hired in property which is unintentionally immobilised provided that such recovery or withdrawal is not necessitated solely by reason of electrical or mechanical breakdown or derangement

### Plans and documents

We will indemnify You for clerical costs necessarily incurred in re-writing redrawing or reproducing plans drawings or other Contract documents damaged within the Territorial Limits provided that Our liability shall not exceed £10,000 in respect of any one occurrence of Damage

**Principals clause**

This Section is extended to cover a principal in a like manner to You where required by the conditions of the Contract

**Expediting expenses**

In the event of Damage to the Property Insured the cost of repair reinstatement or replacement admitted under this Section shall subject to Our consent include the additional costs of overtime weekend and shift working plant hire charges express delivery necessarily and reasonably incurred in expediting repair reinstatement or replacement of such Damage provide that Our liability shall not exceed £10,000 in respect of any one occurrence of Damage

**Series Losses**

Where Damage of or to the Property Insured on any one contract site arises during any one period of 72 consecutive hours caused by storm tempest flood earthquake subsidence or collapse it shall be deemed to be a single event and therefore constitute one loss with regard to the application of the Excess

**Other interests**

The interest in the Property Insured of any party entering into an agreement with You is noted in this insurance to the extent that the agreement entered into with You requires such interest to be noted and is in respect of that part of the Property Insured to which the agreement relates

**Munitions**

Notwithstanding Exclusion 15 We will indemnify You in respect of loss or damage to the Property Insured arising from the detonation of munitions of war in or about or in the vicinity of any place where the Property Insured may be

Provided that the presence of such munitions does not result from a state of war current at the time of such loss or damage

**Continuing hire charges**

We will indemnify You against Your legal liability to pay continuing hire charges following Damage to any machinery plant tools or equipment which is

1. hired by You for use in connection with the Business and
2. insured under this Section

during the period in which such machinery plant tools or equipment cannot be used as a result of such Damage Provided that

- a. this indemnity shall only apply in respect of hired machinery plant tools or equipment for which a valid claim has otherwise been admitted under this Section
- b. Our liability under this Extension in respect of each affected item shall not exceed an amount equal to its hire charge for 90 days
- c. Our liability during any one Period of Insurance shall not exceed the Limit of Liability shown in the Schedule for this Section
- d. We will not indemnify You for
  - i. Damage caused by or arising from Your wilful act or neglect
  - ii. continuing hire charges in respect of tower cranes or scaffolding
  - iii. continuing hire charges in respect of the first 48 hours following such Damage

**Maintenance or Defects Liability period**

We will indemnify You for Damage to the permanent works or any part thereof occurring during any Maintenance Period or defects liability period but only in respect of Damage for which You are liable arising from a cause occurring prior to the commencement of the Maintenance Period or for Damage to work actually being undertaken during such Maintenance Period solely in connection with Your obligations under the Contract to remedy a defect or complete any snagging list and any construction plant insured under Temporary Buildings Construction plant tools and equipment hired in property Employees' personal tools and effects for use in connection therewith

## Section Conditions

The following Conditions apply to this Section and should be read in conjunction with the General Conditions applying to the whole Policy

### Cessation of Work

In the event of stoppage of work by You on the contract site from any cause for a period of 90 consecutive days cover in respect of the Contract Works shall be suspended unless its continuance be agreed in writing by Us

In the event of such total or partial cessation of work You shall use due diligence and do all things reasonably practicable to protect the Property Insured

### Plant inspection

You shall ensure that all plant and equipment requiring inspection under any Statute or Order is so inspected

### Access

You shall give to Us and every person authorised by Us access to the Property Insured at all reasonable times

### Hiring out

Under Construction plant tools and equipment and Hired-in property in the case of plant hired out by You the conditions of such hirings shall be no less onerous than the standard conditions of The Construction Plant-Hire Association unless agreed by Us

### Joint code of practice

You undertake to comply with the Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation dated June 1997 or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy hereinafter referred to as The Joint Code

This Condition shall apply to the Contract provided that the Estimated Original Contract Price is £2.5m or more and for the purpose of Paragraph 6.3 of The Joint Code if the Estimated Original Contract Price exceeds £20m it shall be deemed to be a large project

Our appointed representative shall have the right at all reasonable times to enter and inspect the contract site for the purpose of checking whether the conditions thereon in all respects comply with The Joint Code

In the event of Us becoming aware of a breach of The Joint Code We may inform the main/management contractor's construction site management of the nature of the breach specifying the remedial measures required by Us (the remedial measures) and the period within which these must be completed

Where We consider such a breach is of sufficient importance We may confirm the same by notice in writing to the Employer and the main/management contractor and the first named party forming You when this is not the Employer or main/ management contractor at their respective addresses nominated by You at the inception of cover or as subsequently amended

Under the terms of this or any subsequent notice We may suspend or cancel all cover under the Policy from the date named in the notice not being a date earlier than the date named for completion of the remedial measures it being understood that upon suspension such cover shall be reinstated when We are satisfied that the remedial measures have been completed such notice shall be given by registered post recorded delivery facsimile transmission or by hand

The reference to suspension or cancellation of all cover shall apply only to the Contract specified in the notice This clause shall not in itself be considered a Condition Precedent to liability but its inclusion shall not prejudice waive or remove Our rights under the terms of other Policy exceptions and conditions

This clause does not apply to any Public Liability Employers' Liability or JCT 6.5.1 insurance if provided by this Policy

## Section Exceptions

The following exceptions apply to this Section and should be read in conjunction with the Policy exceptions  
We will not indemnify You in respect of

1. Damage to any part of the permanent Contract Works
  - a. For which a certificate of completion has been issued or
  - b. Which has been completed and handed over to Your employer or
  - c. Taken into use
 unless the Damage occurs
  - i. During the Maintenance Period but caused before the beginning of the Maintenance Period or
  - ii. While You are carrying out Your obligations under the Maintenance Period or
  - iii. Within 14 days of the issue of a certificate of completion but only to the extent You are legally liable under the conditions of the Contract
2. the Excess stated in the Schedule
3. Damage to any Property forming or which has formed part of any Existing Structure
4. Damage for which You are relieved of responsibility under any contractual agreement
5. Damage due to the use or occupancy other than as dwellings or offices of any portion of the permanent works by any owner tenant or occupier other than herein provided
6. Damage to any airborne or waterborne vessel or craft or any property therein or thereon
7. Money gold or silver articles jewellery or watches
8. Damage resulting from theft in respect of unfixed non-ferrous metals of any description unless at the time of theft either
  - a. An authorised Employee of Yours is actually on the site of the Contract Works or
  - b. Such Property is contained in a securely closed and locked hut or building
9. Damage to any mechanically propelled vehicle or plant other than any such vehicle not more specifically insured and which is
  - a. not licensed for road use and used in circumstances which do not require insurance or security under any Road Traffic Act legislation or
  - b. designed or adapted primarily for use as a tool of trade
10. Damage to any item of machinery plant tools or equipment caused by its own breakdown or explosion
11. the cost of repairing replacing or rectifying any
  - a. Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof
  - b. other Property Insured lost or damaged to enable the repair replacement or rectification of Property Insured excluded by 9 a. above

This exception will not apply to other Property Insured which is free of the defective condition but is damaged as a consequence thereof  
Property Insured will not be considered as having suffered Damage solely by virtue of the existence of any defect in design plan specification materials or workmanship in or any part of that Property Insured
12. the cost of rectification or making good wear and tear gradual deterioration due to atmospheric conditions or otherwise rust mildew corrosion or oxidisation or scratching of painted or polished surfaces
13. the cost of normal upkeep or normal making good
14. liquidated damages penalties for delay or non-completion or in connection with guarantees of performance or efficiency or consequential loss or damage not specifically provided for herein
15. loss of Property either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable event
16. Damage caused by Your wilful act or wilful neglect





### **Arch UK Regional Division**

Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Arch Insurance Group includes FCA registered companies, such as Thomas Underwriting Agency Limited (FCA number 304302) and Axiom Underwriting Agency Limited (FCA number 441460), registered at the address provided, who may act as intermediaries for certain insurers.

Trades – Policy Wording  
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