



Contractors Plus Policy Wording



GB

UNDERWRITING

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CONTRACTORS PLUS POLICY WORDING

INTRODUCTION

In return for payment of the premium shown in the **Schedule**, the **Insurer** agrees to insure the **Insured**, subject to the terms and conditions contained in or endorsed on this insurance, against loss or damage the **Insured** sustain or legal liability the **Insured** incurs for accidents happening during the **period of insurance**.

Wherever the following words appear in bold in this policy they will have the meanings shown in the Definitions page for the relevant section.

This document, the **Schedule** and any endorsement(s) attached form the policy.


This document sets out the conditions of the policy between the **Insured** and the **Insurer**. It should be kept in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- the **Insured** checks that the sections requested are included in the **Schedule**;
- the **Insured** checks that the information given to the **Insurer** is accurate – see the “Information given to the Insurer” section;
- the **Insured** notify their broker as soon as practicable of any inaccuracies in the information they have given;
- the **Insured** complies with their duties under each section and under the insurance as a whole.

In witness whereof this Policy has been signed for and on behalf of the **Insurers**.

Authorised Signatory



Russell Brown
Director of Underwriting
GB Underwriting Limited.
For and on behalf of **Insurers** (please see Schedule)

IMPORTANT INFORMATION - INFORMATION GIVEN TO THE INSURER

In deciding to accept this policy and in setting the terms and premium, the **Insurer** has relied on the information provided. The **Insured** must take care when answering any questions asked by ensuring that all information provided is accurate and complete.

If the **Insurer** establishes that the **Insured** deliberately or

recklessly provided the **Insurer** with false or misleading information, the **Insurer** will treat this policy as if it never existed and decline all claims.

If the **Insurer** establishes that the **Insured** carelessly provided the **Insurer** with false or misleading information it could adversely affect the policy and any claim. For example, the **Insurer** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. The **Insurer** will only do this if it provided insurance cover which it would not otherwise have offered;
- amend the terms of the insurance. The **Insurer** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the carelessness of the **Insured**;
- reduce the amount paid on a claim in the proportion the premium paid bears to the premium the **Insurer** would have charged; or
- cancel the policy in accordance with the cancellation condition below.

The **Insurer** or insurance broker will write to the **Insured** if the **Insurer**:

- intend to treat the policy as if it never existed; or
- need to amend the terms of the policy.

If the **Insured** becomes aware that information given to the **Insurer** is inaccurate, the **Insured** must inform the broker as soon as practicable.

IMPORTANT INFORMATION - POLICYHOLDER NOTICES

CANCELLATION

The **Insured** can also cancel this policy at any time by writing to the broker.

The **Insurer** can cancel this policy by giving the **Insured** thirty (30) days' notice in writing.

The **Insurer** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that we can no longer provide insurance cover;
- Non-cooperation or failure to supply any information or documentation we request;
- Threatening or abusive behavior or the use of threatening or abusive language.

REFUND OF PREMIUM

The **Insured** has a statutory right to cancel this policy by writing to the broker within fourteen (14) days of either:



- the date the **Insured** receive this policy; or
 - the start of the period of insurance
- whichever is the later.

If this insurance is cancelled then, provided the **Insured** has not made a claim, the **Insured** will be entitled to a refund of any premium paid, subject to a deduction for any time for which the **Insured** has been covered. This will be calculated on a proportional basis. For example, if the **Insured** has been covered for six (6) months, the deduction for the time covered will be half the annual premium.

If the **Insured** cancels this insurance outside of the statutory right period, there may be an additional charge, as stated in the **schedule**, to cover the administrative cost of providing the insurance.

If the **Insurer** pays any claim, in whole or in part, then no refund of premium will be allowed.

If the **Insured** does not exercise the right to cancel the policy, it will continue in force and will be required to pay the premium.

CLAIMS PROCEDURES

At all times **Insured** must act to reduce the likelihood and minimise the severity of any incident which may give rise to a claim under this policy.

SECTION 1

In the event of any **Occurrence** giving rise or likely to give rise to a claim under Section 1 of the Policy the **Insured** or his representative shall:

- Give written notice to the **Insurer** via the Insurance Broker or intermediary of any **Injury**, loss or **Damage** or claim or proceeding as soon as reasonably possible and in any event no later than 14 (fourteen) days after the same shall have come to the knowledge of the **Insured** or any representative of the **Insured**;
- Not admit liability for, or negotiate the settlement of any claim without the prior written consent of the **Insurer** who shall be entitled to conduct, in the name of the **Insured**, the defence or settlement of any claim, or to prosecute for their own benefit any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The **Insured** shall give all such information and assistance as the **Insurer** may require.

SECTION 2

In the event of any **occurrence** giving rise or likely to give rise to a claim under Section 2 of the Policy the **Insured** or his representative shall:

- as soon as possible give notice to:
 - the Police Authority in respect of any theft, attempted theft, riot, malicious damage, accidental loss or Act of Terrorism (if and to the extent that Terrorism is insured by this Policy);

- GB Underwriting via the Insurance Broker or intermediary; and

- give notice within 7 (seven) days in the case of **Damage** caused by riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances or malicious persons give notice; or
- give notice within 30 (thirty) days of the occurrence of any other event;
- retain any damaged property or parts;
- when required to do so, but in any event no later than 30 (thirty) days after the expiry of the Period of Insurance, deliver to the **Insurer** a statement in writing of all particulars and details relating to the incident and other evidence as may be required.

The **Insurer** shall not be liable for any further **Damage** resulting from the continued use of the **Insured Property** until repaired to the satisfaction of the **Insurer** and no claim shall be paid until the **Insured** has complied with the procedures above.

SECTION 3 (DAS LEGAL EXPENSES)

Please refer to Section 3 for details on how to make a claim under the DAS Legal Expenses Section of this Policy.

COMPLAINTS PROCEDURE

It is always our intention to provide a first class standard of service. However, if the **Insured** have any cause for complaint or wish to make any enquiry regarding this insurance, the **Insured** should, in the first instance, contact their Insurance Broker.

Please refer to the final page of the insurance **Schedule** for details of our complaints procedure.

COMPENSATION

Lloyd's insurers are covered by the Financial Services Compensation Scheme (FSCS). The **Insured** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations under this policy. If the **Insured** was entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk.

PROTECTION

Personal information

Your insurance cover may include cover for individuals who are either insureds or beneficiaries under the policy ("individual insureds"). GB Underwriting and the **Insurer** collect and use relevant information about individual insureds to provide the **Insured** with the insurance cover and to meet our legal obligations.



Your Obligations

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need the **Insured** to provide those individuals with certain information about how we will use their details in connection with the insurance cover.

You, the **Insured**, agree to provide to each individual insured our personal information notice, which we have provided to you below, on or before the date that the individual becomes an individual insured under the insurance cover or, if earlier, the date that you first provide information about the individual to us.

You, the **Insured**, must promptly notify us if an individual insured contacts you about how we use their personal details in relation to the insurance cover so that we can deal with their queries.

Personal Information Notice

The basics:

We collect and use relevant information about you, the **Insured**, to provide the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will not keep your information for longer than necessary and will only disclose your information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us:

Where you, the **Insured**, are providing us with personal information about a person other than yourself, you must provide this notice to them.

Your rights

You, the **Insured**, have rights in relation to the information we hold about you, including the right to access a copy of your information. If you wish to exercise your rights or would like more details about how we or insurer(s) use your personal information please see GB Underwriting's full Data Privacy Notice (www.gbunderwriting.co.uk/privacy). A

paper copy of the full Data Privacy Notice can be obtained by contacting GB Underwriting by email (info@gbunderwriting.co.uk) or at the address below:

Compliance Department
GB Underwriting Limited
Little Braxted Hall
Little Braxted
Essex
CM8 3EU

RIGHTS OF THIRD PARTIES

A person who is 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.

LAW AND JURISDICTION

Unless specifically agreed to the contrary this policy shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

SANCTIONS

The **Insurer** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

IMPORTANT CONDITION - HEAT CONDITION

There are conditions contained within this policy that are condition precedent to **Insurer** liability. If the **Insured** breach any of these conditions precedent this may render the claim null and void or reduce the amount payable or the **Insurer** may treat this insurance as though it never existed.

In respect of item "Heat condition" below, it is a condition precedent to liability that the following precautions will be taken on each occasion where the **Insured** is using any process which involves the application of heat away from the premises of the **Insured**:

- i. the immediate area in which the operation is to be carried out must be segregated to the greatest practical extent by the use of screens made of metal and/or fire retardant material;
- ii. the whole of this segregated area must be adequately cleaned and freed from combustible material before operations commence;



- iii. combustible floors and/or substances in, or surrounding this segregated area must be liberally covered with sand or protected by overlapping sheets of incombustible material;
- iv. where work is being carried out in any area where there is a risk that combustible material is in danger of ignition either directly or by conduction of heat, an additional **Person Employed** or **Employee** of the **Insured** or an employee of the occupier shall remain continuously in attendance at the point of work until the work is complete to guard against an outbreak of fire;
- v. no work is carried out unless specifically authorised by the occupier who should also be asked to approve the safety arrangements;
- vi. a suitable fire extinguisher and/or hoses connected up in readiness for immediate use and tested prior to the commencement of the work must be kept available for immediate use near the scene of operations;
- vii. thorough examinations must be made in the vicinity of the work at frequent intervals for at least one hour after the termination of each operation. In the event that it is not practical for such examination to be carried out by a **Person Employed** or **Employee** of the **Insured** then appropriate arrangements must be made with the occupier;
- viii. before "burning off" metal work built into or projecting through walls or partitions an examination should be made to confirm that the other end of the metal is not in a hazardous proximity to combustible material which may be ignited by the conduction of heat;
- ix. where the **Insured** burns debris away from their premises the following precautions shall be taken on each occasion:
 - a) fires to be in a cleared area and at a distance of at least ten metres from any property;
 - b) fire not to be left unattended at any time;
 - c) a suitable fire extinguisher to be kept available for immediate use;
 - d) fires to be extinguished at least one hour prior to leaving site at the end of each working day.

GENERAL CONDITIONS APPLYING TO SECTIONS 1 AND 2

- a) **Observance:** The **Insured** shall observe the terms of this policy relating to anything to be done or complied with except insofar as is necessary to comply with the requirements of any legislation enacted in the **Insured Territories** relating to compulsory insurance of legal liability to employees;
- b) **Reasonable Precautions:** The **Insured** shall exercise due diligence and at his own expense shall:
 - i. take all reasonable precautions to prevent bodily injury, loss of or damage to property, and the sale or supply of **Products** which are defective in any way and cease any activity which may give rise to

- liability under these Sections of the policy;
- ii. exercise care in the selection and supervision of **Persons Employed**;
- iii. as soon as possible after discovery, cause any defect or danger to be made good or remedied and in the meantime shall cause such additional precautions to be taken as the circumstances require;
- iv. comply with all statutory requirements and other safety regulations imposed by any authority;
- v. ensure that **Insured Property** is maintained and used in accordance with manufacturers' recommendations and in taking reasonable precautions to prevent loss or damage;

- c) **Change of Risk:** The **Insured** shall give notice to the **Insurer** as soon as possible if there is any alteration to the facts or matters set out in the **Schedule** or otherwise comprising the risk presentation made by the **Insured** to the **Insurer** at inception renewal or variation of the policy. A qualifying change or alteration may include but is not limited to the following:
 - i. Prosecution of the **Insured** by the Health and Safety Executive
 - ii. The criminal conviction of a Director or Shareholder
 - iii. The undertaking of an activity not disclosed to the **Insurer**

Coverage under Section 2 of this policy may be avoided or discontinued if:

- i. The **Insured** becomes the subject of voluntary or involuntary rehabilitation proceedings, or becomes the subject of an action in bankruptcy, or makes or proposes any arrangement with their creditors which acknowledges their insolvency;
- ii. The **Insured's** interest ceases other than by death;

unless its continuance be accepted by the **Insurer** and the policy endorsed accordingly;

- d) **Excess:** The **Insurer** shall not be liable for the amount of the **Excess** stated in the **Schedule** in respect of the first amount of each and every claim;
- e) **Interpretation:** The policy and the **Schedule** shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any Section of this Policy shall bear the same meaning wherever it may appear within that Section. Any reference to:
 - i. the singular, shall include the plural and vice versa;
 - ii. the masculine, shall include the feminine and vice versa;
 - iii. a statute, statutory instrument, regulation, or order shall include any amendment and/or re-enactment;
- f) **Adjustment of premium:** If the premium has been calculated on estimates given by the **Insured**, the **Insured** shall keep an accurate record containing all



relevant particulars which shall be available to the **Insurer** for inspection.

Within 1 (one) month of the expiry of the Period of Insurance the **Insured** shall supply to the **Insurer** an accurate statement in the form required, so that the premium for that period can be calculated and the difference paid by, or allowed to, the **Insured**.

Should the **Insured** fail to supply such a statement within 1 (one) month of the expiry of the Period of Insurance, the **Insurer** shall be entitled, if they so wish, to charge an additional premium in respect of that Period of Insurance.

- g) Other Insurances: This policy does not provide any indemnity or cover any loss or damage which is insured by, or would, but for the existence of this policy, be insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such policy or policies had this insurance not been effected;
- h) Fraud: If the **Insured** shall provide any information or make any claim that is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on behalf of the **Insured** or if any **Injury** or **Damage** is caused by the wilful act or with the connivance of the **Insured** the **Insurer**:
- i. will not pay the claim and
 - ii. may recover from the **Insured** any sums paid by the **Insurer** to the **Insured** in respect of the claim and
 - iii. may by notice to the **Insured** treat this policy as having been terminated with effect from the time of the fraudulent act and

If the **Insurer** does treat this policy as having been terminated, the **Insured** will

- a) have no cover under this Policy from the date of termination; and
 - b) not be entitled to any refund of premium
- i) Subrogation: If any payment is made under this policy in respect of a claim or loss and there is available to the **Insurer** any of the **Insured's** rights of recovery against any other party, then the **Insurer** maintain all such rights of recovery.

The Insurer shall not exercise those rights against any past, present, or future employee, director, or partner of the company named as the **Insured** in the **Schedule** or any subsidiary, unless such payment is in respect of any wilful, malicious, or dishonest acts or omissions.

The **Insured** must do nothing to impair any rights of recovery. At the request of the **Insurer**, the **Insured** will bring proceedings to transfer those rights to the **Insurer** and help the **Insurer** to enforce them.

Any recovery shall be applied as follows:

- i. first to the **Insurer**, up to the amount of their payment, in respect of compensation and defence costs and expenses;
 - ii. then to the **Insured**, as recovery of the **Insured's Excess** or other amount paid as compensation or costs and expenses;
- j) Access: The **Insurer** or its representatives shall have the right of access to the **Insured Property** at reasonable times.

SECTION 1 - EMPLOYERS', PUBLIC AND PRODUCTS LIABILITY

1. SECTION 1 OPERATIVE CLAUSE

The **Insurer** will indemnify the **Insured** against their legal liability as defined by each **Insured** sub-Section of Section 1 as set out in the **Schedule**, arising out of the **Business**, to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the law of any country, subject always to the terms, conditions and exclusions of such sub-Section.

Provided that, unless specifically agreed by endorsement, this Section shall not indemnify the **Insured** in respect of any judgment, award or settlement made within territories which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award, or settlement either in whole or in part).

2. SECTION 1 INDEMNITY TO OTHERS

If the **Insured** so requests and it is agreed by the **Insurer**, the indemnity granted extends to:

- a) directors, officers, employees and partners of the **Insured** in their business capacity arising out of the performance of the **Business**;
- b) the officers, committee, and members of the **Insured's** canteen, social, sport, medical, fire fighting and welfare organisations in their respective capacity as such;
- c) any person or firm arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
- d) any principal for legal liability in respect of which the **Insured** would have been entitled to indemnity under this Section if the claim had been made against the **Insured** arising out of work carried out by the **Insured** under a contract or agreement;
- e) the personal representatives of any person or party indemnified by reason of this clause 3 in respect of legal liability incurred by such person

provided always that all such persons or parties shall observe, fulfil and be subject to the terms, conditions



and exclusions of this Section as though they were the **Insured**.

3. SECTION 1 INDEMNITY LIMITS

- a) Section 1A – The **Insurer's** total liability to pay damages and/or claimants costs, fees and expenses shall not exceed the sum stated in the **Schedule** in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one **Occurrence**.
- b) Sections 1B AND 1C – The **Insurer's** total liability to pay damages and /or claimants costs, fees and expenses shall not exceed the sum stated in the **Schedule** against each Section in respect of any one **Occurrence** or series of **Occurrences** arising from one originating cause but under Section C the limit applies to the total amount of damages and /or claimant's costs, fees and expenses payable in respect of all losses occurring during the Period of Insurance.

4. SECTION 1 DEFENCE COSTS

The **Insurer** will also pay all costs, fees and expenses incurred with their prior consent by the **Insured** in the defence or settlement of any claim under this Section (hereinafter called "Defence Costs").

Defence Costs include legal expenses:

- a) incurred by or awarded against the **Insured** arising out of any prosecution of the **Insured** for:
 - i. breach or alleged breach of Part 1 of the United Kingdom Health & Safety at Work Act 1974 (and /or any legislation of similar effect);
 - ii. corporate manslaughter or corporate homicide made against the **Insured** or other **insured** party under the Corporate Manslaughter and Corporate Homicide Act 2007

provided that the **Insurer** shall not be liable for any fines or penalties imposed as a consequence of such prosecution or for any costs, fees and / or other expenses incurred by or on behalf of the **Insured** or other **insured** party in complying with a publicity and /or remedial order made under the Corporate Manslaughter and Corporate Homicide Act 2007;

- b) arising out of representation of any Coroner's Inquest or Fatal Accident Inquiry;
- c) arising out of the defence of any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Section.

Defence Costs will be payable in addition to the **Indemnity Limits** except in respect of Section A when the **Indemnity Limit** will be inclusive of Defence Costs unless this Section is specifically endorsed to the contrary.

5. SECTION 1 DEFINITIONS

For the purpose of this Section:

- a) **Consequential Loss** means an indirect loss which accompanies an insured loss.
- b) **Business** means the business of the **Insured** specified in the **Schedule**, conducted at or from premises in the **Insured Territories** and shall include:
 - i. ownership, repair and maintenance of the **Insured's** own property;
 - ii. provision and management of canteen, social, sports, medical, fire fighting and welfare organisations for the benefit of any **Person Employed**;
 - iii. participation in exhibitions held in member countries of the European Union in connection with the **Business** specified in the **Schedule**;
 - iv. private work carried out by any employee of the **Insured** (with the consent of the **Insured**) for any director, partner or senior official of the **Insured**;
- c) **Damage** means accidental loss of, possession of, or accidental damage to, tangible property;
- d) **Excess** means the amount of the **Insured's** retained liability arising out of one **Occurrence** or series of **Occurrences** consequent on one original cause (The **Insurer** shall only be liable to the extent that any liability exceeds the **Excess**);
- e) **Financial Loss** means any pecuniary loss unaccompanied by **Injury** or **Damage**;
- f) **Indemnity Limit** or **Sum Insured** means the liability of the **Insurer** in respect of any one loss or series of losses arising out of any one **Occurrence** shall not exceed the amount specified in the **Schedule** as the Indemnity Limit or Sum Insured;
- g) **Injury** means death, bodily injury, illness or disease of, or to, any person including mental injury, mental anguish or shock;
- h) **Insured** means:
 - i. the person, persons or corporate body named in the **Schedule**;
 - ii. subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurer**;
- i) **Insured Territories** means Great Britain, Northern Ireland, The Channel Islands or the Isle of Man;
- j) **Insurer** means the Insurance Company or Lloyd's Syndicate(s) stated in the **Schedule** for this Section;



k) **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general conditions which results in **Injury** or **Damage** neither expected nor intended by the **Insured**;

l) **Person Employed** means any:

- i. employee under a contract of service or apprenticeship with the **Insured**;
- ii. labour master and persons supplied by him;
- iii. labour only sub-contractors;
- iv. self employed person working for and under the control of the **Insured**;
- v. person hired or borrowed by the **Insured**;
- vi. person undertaking study or work experience or youth training scheme with the **Insured**;
- vii. voluntary workers or volunteers;
- viii. a prospective employee who is undergoing practical work experience whilst being assessed by the **Insured** as to his or her suitability for employment;
- ix. any person who is an outworker or home worker employed under a contract to personally carry out work in connection with the **Business**, while they are engaged in that work

whilst working on behalf of the **Insured** in connection with the **Business**;

m) **Product** means any tangible property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, erected, sold, hired out, supplied, distributed, treated, processed, serviced, altered or repaired by or on behalf of the **Insured** in connection with the **Business**;

n) **Schedule** means the **Schedule** attached to and forming part of this policy.

SECTION 1A - EMPLOYERS' LIABILITY

6. SECTION 1A – INDEMNITY

The **Insured** is indemnified by Section 1A in accordance with the Operative Clause, but only for **Injury** to any **Person Employed** where such **Injury** arises out of and in the course of employment by the **Insured** and occurs during the Period of Insurance either:

- a) the **Insured Territories**; or
- b) elsewhere in the world in respect of temporary visits by any **Person Employed** who is normally resident in the **Insured Territories** provided that:
 - i. the action for damages is brought against the **Insured** in a court of law in the **Insured Territories**;
 - ii. the **Insurer** will not be liable in respect of any amount payable under any workman's compensation, social security or health

insurance legislation or similar legislation or any medical and/or repatriation costs.

7. EMPLOYERS' LIABILITY COMPULSORY INSURANCE CLAUSE

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law enacted in the **Insured Territories** relating to compulsory insurance of liability to employees.

If however, there has been non observance of any Section conditions by the **Insured** and the **Insurer** shall have paid any sum which would not have been paid but for the provisions of such law, then the **Insured** shall, within 14 (fourteen) days, repay such sum to the **Insurer**.

Unsatisfied Court Judgements

In the event that:

- a) a judgement for damages is obtained against any company or individual operating from premises within the **Insured Territories** by any **Person Employed**, in respect of **Injury** caused during any Period of Insurance, arising out of and in the course of their employment by the **Insured** in the **Business**, and
- b) it remains unsatisfied, in whole or in part, 6 (six) months after the date of such judgement then the **Insurer** will indemnify the **Person Employed** or their personal representative, up to the **Indemnity Limit**, for the amount of damages and awarded costs which remain unsatisfied, as long as:
 - i. there is no appeal outstanding;
 - ii. any payment made by the **Insurer** shall only be in respect of bodily injury which would otherwise be within the scope of cover of this Section of the Policy;
 - iii. any payment made by the **Insurer** shall only be in respect of liability for which the **Insured** would have been entitled to indemnity under this Section of the Policy, if the judgement had been made against the **Insured** ; and
 - iv. the **Insurer** shall be entitled to take over and prosecute, for the **Insurer's** own benefit, any claim against any other party and the **Insured**, the **Person Employed**, or their personal representatives shall give all information and assistance required.

This extension is subject otherwise to the terms (including, without limitation, the conditions and exceptions) of this Policy.

SECTION 1B - PUBLIC LIABILITY

8. SECTION 1B – INDEMNITY

The **Insured** is indemnified by Section 1B in accordance with the Operative Clause for and/or arising out of



accidental **Injury** and/or **Damage** occurring during the Period of Insurance within:

- a) **Insured Territories;**
- b) The rest of the world in respect of liability arising out of temporary visits by **Persons Employed**, provided that the **Person Employed** is normally resident in the **Insured Territories**.

SECTION 1C - PRODUCTS LIABILITY

9. SECTION 1C – INDEMNITY

The **Insured** is indemnified by Section 1C in accordance with the Operative Clause in respect of legal liability arising out of accidental **Injury** and/or **Damage** occurring during the Period of Insurance but only against claims arising out of or in connection with any **Product**.

SECTION 1 EXCLUSIONS

EXCLUSIONS APPLICABLE TO ALL OF SECTION 1

10. Section 1 does not cover liability:

- a) directly or indirectly caused by, or contributed to, by or arising from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component

provided that, in respect of claims arising out of **Injury** which forms the subject of indemnity under Section 1A, this Exclusion shall only apply to liability:

1. of any party (or their personal representatives) to whom indemnity is granted under Clause 3d);
2. assumed by the **Insured** by agreement which would not have attached in the absence of such agreement;

- b) for any award of punitive or exemplary damages whether as fines, penalties, multiplications or compensatory awards, or damages or in any other form whatsoever;

- c) arising from **Injury** or **Damage**, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with, any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an Act of Terrorism

means an act including, but not limited to, the use of violence and/or the threat of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This Exclusion also excludes **Injury** or **Damage**, cost, or expense of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any Act of Terrorism.

If the **Insurer** alleges that by reason of this Exclusion any **Injury** or **Damage**, cost or expense is not covered by this Section, the burden of proving to the contrary shall be upon the **Insured**.

In respect of Section 1A Employers' Liability, this Exclusion shall only apply in excess of **GBP5,000,000** any one **Occurrence**;

- d) arising from or in any way related to asbestos or asbestos fibres including, but not limited to, **Injury** or **Damage** directly or indirectly caused by asbestos or asbestos fibres or any commodity, article, or thing containing asbestos or asbestos fibres or the cost of removing, nullifying, or cleaning up asbestos, asbestos fibres or any commodity, article or thing containing asbestos or asbestos fibres.

In respect of Section 1A Employers Liability this Exclusion shall only apply in excess of **GBP5,000,000** any one **Occurrence**.

EXCLUSIONS APPLYING TO SECTION 1A

11. Section 1A does not cover liability for:

- a) claims incurred in circumstances where any road traffic legislation requires compulsory insurance or security;
- b) claims arising out of work on and/or visits to any offshore rig and/or installation and/or platform from the time of embarkation onto a conveyance at the point of final departure to such offshore rig and/or installation and/or platform until disembarkation from the conveyance from such offshore rig and/or installation and/or platform onto land.

EXCLUSIONS APPLICABLE TO SECTION 1B

12. Section 1B does not cover liability for:

- a) claims for which indemnity is afforded by Sections 1A and 1C whether or not such Sections are **insured** by this policy;
- b) claims arising out of the ownership, possession or use by or on behalf of the **Insured** or any person



or party entitled to indemnity, of any motor vehicle or trailer for which compulsory insurance or security is required by legislation, other than claims:

- i. caused by the use of any tool or plant forming part of, or attached to, or used in connection with any motor vehicle or trailer in circumstances where compulsory insurance or security is not required by any road traffic legislation;
 - ii. arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer except where indemnity is provided by any motor insurance contract;
 - iii. arising out of any motor vehicle or trailer temporarily in the **Insured's** custody or control for the purpose of parking, except liability for which compulsory insurance or security is required by legislation governing the use of any motor vehicle or trailer;
- c) claims arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, hovercraft, offshore installation and/or rig and/or platform or watercraft (other than watercraft not exceeding 10 [ten] metres in length whilst on inland waterways);
- d) claims for **Damage** to property owned, leased to, hired by, under hire purchase, on loan to, held in trust by or otherwise in the **Insured's** care, custody or control other than:
- i. employees' and visitors' clothing and personal effects;
 - ii. premises (including contents therein) temporarily occupied by the **Insured** for work therein or thereon but no indemnity shall be granted for **Damage** to that part of the property on which the **Insured** is or has been working and which arises out of such work;
 - iii. premises tenanted by the **Insured** provided always that:
 - a) details of such premises shall have been disclosed to the **Insurer**;
 - b) liability for such **Damage** is not assumed by the **Insured** under agreement where liability would not have existed in the absence of the agreement;
 - c) the **Insurer** shall not be responsible for the first **GBP500** of such **Damage** caused otherwise than by fire or explosion.

EXCLUSIONS APPLICABLE TO SECTION 1C

13. Section 1C does not cover liability for:

- a) claims falling within the scope of cover set out in Section 1A and 1B whether or not such Sections are **insured** by this Policy;
- b) costs incurred in the repair, reconditioning or replacement of any **Product** or part which is alleged to be defective;

- c) claims arising out of the recall of any **Product** or part of any **Product**;
- d) claims arising out of any **Product** which, with the **Insured's** knowledge, is intended for incorporation into the structure, machinery or controls of any aircraft, other aerial device, hovercraft, or offshore rig and/or installation and/or platform;
- e) claims arising out of any **Product** which the **Insured** knows or should reasonably know is to be delivered to or used in the United States of America or Canada or any territory which operates under the laws of the United States of America or Canada unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by **Insurers** in granting such cover, which offer and acceptance must be signified by specific endorsement to this Policy;
- f) claims arising by virtue of a contract or agreement but which would not have arisen in the absence of such contract or agreement;
- g) claims arising out of the failure of any **Product** or part to fulfil the purpose for which it was intended unless due to an unintended and unexpected defect in the manufacture and/or assembly of such **Product** or part;
- h) claims arising from circumstances known to the **Insured** prior to the inception date of this Policy.

EXCLUSIONS APPLICABLE TO SECTIONS 1B AND 1C

14. Sections 1B and 1C do not cover liability for:

- a) claims arising out of the deliberate, conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or **Damage**;
- b) claims arising out of liquidated damages, clauses, penalty clauses, or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties;
- c) claims arising out of pollution or contamination of the atmosphere or of any water, land, buildings or other tangible property except to the extent that it can be proved that such pollution or contamination:
 - i. was the direct result of a sudden, identifiable, unintended and unexpected incident occurring in its entirety at a specific time and place during the Period of Insurance;
 - ii. was not the direct result of the **Insured** failing to take reasonable precautions to prevent such pollution or contamination

provided always that **Insurer's** total liability to pay compensation and/or claimants' costs, fees and expenses under this clause shall not exceed the sum stated in the **Schedule** in the aggregate in respect of the Period of Insurance and that all such pollution or contamination which arises out of one incident shall be considered for the



purposes of this Section to have occurred at the time such incident takes place;

- d) claims directly or indirectly occasioned by, happening through, or in consequence of, war, invasion, act of foreign enemy hostilities (whether war be or declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
- e) claims directly or indirectly arising out of or relating to:
 - i. the recognition, interpretation, failure to recognise or interpret, or calculation, comparison, differentiation, sequencing or processing of data involving one or more dates or times by any computer system, hardware programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether the property of the **Insured** or not; or
 - ii. any change, alteration, correction or modification involving one or more dates or times to any such computer system, hardware programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment whether the property of the **Insured** or not.

This Exclusion shall apply regardless of any other cause which contributes concurrently or in any sequence to such loss, **Damage**, expense, liability or claim;

- f) claims arising from or caused by design, formula, specification, technical or professional service given for a fee by the **Insured** or anyone acting on behalf of the **Insured**;
- g) claims arising in respect of liability for **Financial Loss**;
- h) claims arising out of liability for Loss directly or indirectly caused by, resulting from, arising or in connection with the **Insured's** use of, or reliance upon or sale or supply of any computer hardware or related Information Technology or communication system, any computer software, Internet, Intranet, website or similar facility, system or network and/or any electronic data or related information, provided that this clause shall not exclude claims for personal injuries caused by an accident involving physical contact with computer hardware.

"Loss" in this clause shall include (but shall not be limited to) **Injury**, loss, **Damage**, cost or expense of whatsoever nature including consequential and pure **Financial loss** and loss of, damage to, deterioration or corruption (whether permanent or temporary) or loss of use of any computer hardware or related Information Technology or communication system, computer software, Internet, Intranet, website or similar facility,

system or network and/or any electronic data and related information.

If the **Insurer** maintains that by reason of this clause any Loss is not covered by this Section the burden of proving the contrary shall be upon the **Insured**.

If any part of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

SECTION 1 EXTENSION

15. SECTION 1 COMPENSATION FOR COURT ATTENDANCE

In the event of any director, partner or employee of the **Insured** attending court as a witness at the request of the **Insurer** in connection with a claim in respect of which the **Insured** is entitled to indemnity under this Section, the **Insurer** will provide compensation at the following rates for each day on which attendance is required:

- a) any director or partner **GBP250** per day;
- b) any employee **GBP150** per day

subject to a maximum aggregate limit during the Period of Insurance of **GBP5,000**.

SECTION 1 CONDITIONS

- 16. a) Discharge of Liability: The **Insurer** may, at any time, pay the **Indemnity Limit** or the **Sum Insured** (after the deduction of any sum already paid) or any lesser amount for which a claim can be settled and shall be under no further liability except for the payment of costs and expenses incurred prior to the date of payment, provided that the **Indemnity Limit** so allows;
- b) Bona Fide Subcontractors: All bona fide subcontractors engaged by the **Insured** have in full force and effect throughout the duration of their contract with the **Insured** insurances as follows:
 - i. Employers' liability insurance in respect of their liability at law for **Injury** to any person in the employment of the subcontractor, including any labour master or labour only subcontractor or person supplied or employed by them;
 - ii. Public/**Products** Liability insurance in respect of their liability at law for **Injury** or **Damage**, with an indemnity limit of not less than the **Indemnity Limit** any one **Occurrence**, or series of **Occurrences**, arising out of one original cause provided under this Section.

It is further a condition that:

- 1. such insurances contain an Indemnity to



- Principals Clause; and
2. the **Insured** shall have obtained and retained a copy of written evidence of such insurances.

For the purposes of this condition, bona fide subcontractor shall mean any company or firm or individual which enters into a contract with the **Insured** for services and/or supplies goods or materials in conjunction with labour but shall not include any company or firm or individual entering into a contract of service supplying labour only.

- c) Rights of Recourse: full rights of recourse must be maintained against any manufacturer or supplier with whom the **Insured** has entered into a legal contract for the provision of **Products**;
- d) Personal Protective Equipment: the use or wearing of Personal Protective Equipment by any **Person Employed** must be rigorously enforced and the Personal Protective Equipment must be supplied to the **Person Employed** and a formal record maintained confirming receipt of such equipment;
- e) Cross Liabilities: Where there is more than one party named as the **Insured** in the **Schedule**, the coverage under Section 1 will apply separately to each such **Insured** in the same manner and to the same extent as if a separate policy had been issued to each **Insured** and the **Insurer** agrees to waive all rights of subrogation against any of these parties, provided that the total amount payable in respect of compensation does not exceed the **Indemnity Limit**.

SECTION 2 - CONTRACTORS ALL RISKS

1. SECTION 2 OPERATIVE CLAUSE

The **Insurer** will indemnify the **Insured** against their legal liability as defined by each insured sub-Section of Section 2 as set out in the **Schedule** to pay compensatory damages (including claimants' costs, fees and expenses) in accordance with the law of any country, subject always to the terms, conditions and exclusions of such sub-Section.

Provided that, unless specifically agreed by endorsement, this Section shall not indemnify the **Insured** in respect of any judgment, award or settlement made within territories which operate under the laws of the United States of America or Canada (or any order made anywhere in the world to enforce such judgement, award, or settlement either in whole or in part).

2. SECTION 2 INDEMNITY LIMITS

The total amount payable by the **Insurer** in respect of any claim, irrespective of the number of parties insured by Section 2 of the policy, shall not exceed, in whole, the total **Indemnity Limit** or in respect of

any item of **Insured Property**, its **Sum Insured** or any other stated limit.

For the purpose of the **Sum Insured** or **Indemnity Limit**, all of the parties insured under Section 2 of this Policy shall be treated as one party or legal entity so that there will be only two parties to the **Contract** of insurance, namely: the **Insurer** and the **Insured**, both as defined herein.

The liability of the **Insurer** in respect of any one loss or series of losses arising from any one **occurrence** under:

- a) Section 2A shall not exceed 115% of the **Original Estimated Contract Price** or maximum contract price stated as the **Sum Insured** in the **Schedule** including the value of **Free Issue Materials** plus any amount payable under Additional Cover, 5. e) Dismantling or Demolition;
- b) Section 2B shall be limited to the market value at the time of the loss of the item(s) concerned and in aggregate to the **Sum Insured** stated in the **Schedule**

subject to a maximum of the **Sum Insured** stated in the **Schedule**, the amount payable for physical loss or damage in respect of **Owned Plant**, one year old or less at the time of the loss, shall be:

- i. Where **Insured Property** is lost or damaged to the extent that repair is uneconomic or impractical: Its replacement by new property of equal performance or capacity or, if impossible, its replacement by property having the nearest higher performance or capacity to the **Insured Property** lost or damaged;
- ii. Where the **Insured Property** is damaged: The repair of the damage and the restoration of the damaged portion of the **Insured Property** to a condition substantially the same as but not better or more extensive than its condition when new

provided that:

- a) The liability of the **Insurer** for loss or damage shall not exceed the **Sum Insured** or **Indemnity Limit** stated in the **Schedule**;
- b) Repair or replacement must be commenced and carried out expeditiously and in any event, completed within 6 (six) months after the loss or damage or within any further time as the **Insurer** may allow;
- c) No payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made until the cost of repair or replacement has been incurred;
- d) No payment beyond the amount which would have been payable if this basis of settlement had not been incorporated shall be made if, at the time of any loss or damage to the **Insured Property**, it shall be covered by any other insurance held by



or on behalf of the **Insured** which differs in basis of settlement from this insurance;

- e) Where any **Insured Property** has an individual **Sum Insured** set against it in the **Schedule**, it is separately subject to the following condition: If, at the time of repair or replacement, the sum representing 85% (eighty five per cent) of the cost which would have been incurred in repair or replacement (in the event there had been a total loss) exceeds the **Sum Insured** at the time of any loss or damage, the **Insured** shall be considered his own insurer for the difference and bear a rateable proportion of the loss or damage accordingly;
- f) Where, by reason of the above provisions, no payment is made beyond the amount which would have been payable if this basis of settlement had not been incorporated, the rights and liability of the **Insurer** and the **Insured** in respect of loss or damage shall be subject to the terms, conditions and exclusions of Section 2 as if this condition had not been incorporated;
- c) Section 2C shall be limited to the **Sum Insured** stated in the **Schedule**;
- d) Section 2D shall be limited to the **Sum Insured** stated in the **Schedule** and the limit any one **Employee**.

SECTION 2 DEFINITIONS

For the purpose of this Section:

- a) **Contract** means any contract or undertaking of the **Insured** detailed in the **Schedule** not exceeding 12 (twelve) months (excluding the maintenance period) undertaken by the **Insured** anywhere within the **Insured Territories** where the **Original Estimated Contract Price** does not exceed the **Indemnity Limit** in respect of Section 2A of the **Insured Property**;
- b) **Contract Works** means works undertaken in performance of the **Contract** including works, temporary works and materials (including **Free Issue Materials**);
- c) **Consequential Loss** means an indirect loss which accompanies an insured loss
- d) **Employee** means an employee under a contract of service or apprenticeship with the **Insured**;
- e) **Employees' Tools and Personal Effects** means employees' tools and personal effects for which the **Insured** is responsible;
- f) **Excess** means the amount of a claim not payable by the **Insurer** and which shall be deducted after calculation of the amount payable under a claim and unless endorsed otherwise will apply separately in respect of individual Sections;
- g) **Free Issue Materials** means materials supplied to the **Insured** for incorporation into the **Contract Works** and for which they are responsible but which have not been included in the final valuation of the work, provided that the value of **Free Issue Materials** are declared to the **Insurer** and form part of any declaration made under General Conditions Applying to Sections 1 and 2, sub section i);
- h) **Hired In Plant** means mechanical, electrical, or manually powered implements, materials, containment, preparation and handling equipment, scaffolding, staging, ladders and similar equipment, site huts, cabins, or similar contractors plant and equipment hired in by the **Insured** unless specifically described otherwise under Section 2C of the **Schedule**.

Hired In Plant shall not include any contractors plant or equipment on a hire purchase, lease agreement; or that which is on free loan to the **Insured**;
- i) **Indemnity Limit** or **Sum Insured** means the liability of the **Insurer** in respect of any one loss or series of losses arising out of any one occurrence shall not exceed the amount specified in the **Schedule** as the Indemnity Limit or Sum Insured;
- J) **Insured** means:
 - i. the person, persons or corporate body named in the **Schedule**;
 - ii. subsidiary companies of the **Insured** notified to and accepted in writing by the **Insurer**;
- k) **Insured Property** means that property insured by this Section and described in the **Schedule**;
- l) **Insured Territories** means Great Britain, Northern Ireland, The Channel Islands or the Isle of Man;
- m) **Original Estimated Contract Price** means the estimated or quoted value of the **Contract Works** prior to commencement, including any other costs in connection with the **Contract**;
- n) **Owned Plant** means mechanical, electrical, or manually powered implements, materials, containment, preparation and handling equipment, scaffolding, staging, ladders and similar equipment, site huts, cabins, or similar contractors plant and equipment owned by the **Insured** unless specifically described otherwise under Section 2B of the **Schedule**;
- o) The **Insurer** means the Insurance Company stated in the **Schedule** for this Section;
- p) **Transit** means the carriage of the **Insured Property** to



or from the site of any **Contract** including loading on to and unloading from the conveyance used, excluding any **Transit** by sea or air.

SECTION 2A - CONTRACT WORKS

3. SECTION 2A – INDEMNITY

The **Insured** is indemnified by Section 2A in accordance with the Operative Clause, but only for physical loss or damage arising from **Contract Works** on or adjacent to the site of any **Contract** including whilst in **Transit**.

4. ADDITIONAL COVER APPLYING TO SECTION 2A

In accordance with the Operative Clause, the **Insurer** agrees to additionally indemnify the **Insured** for:

- a) Additional Interests: The interest of any employer, principal contractor or sub contractor but only to the extent to which that interest is required to be insured by the terms of the **Contract**;
- b) Plans and Documents: Clerical costs necessarily incurred in re-writing or reproducing plans, drawings or other **Contract** documents damaged within the **Territorial Limits** provided that the liability of the **Insurer** shall not exceed **GBP25,000** in respect of any one occurrence of physical loss or damage;
- c) Maintenance: Physical loss of or damage to the permanent works occurring:
 - i. during the maintenance period or defects liability period, not exceeding 12 (twelve) months in duration specified in the conditions of the **Contract** arising from a cause occurring whilst in **Transit** or at the site prior to the commencement of the defects liability period but after the inception date of this policy;
 - ii. by a cause occurring within 14 (fourteen) days after the issue of a certificate of completion or for which the contractor is responsible under the conditions of contract;
 - iii. by the contractor during the course of any operations carried out by it for the purpose of complying with its obligations under the provisions of the contract in respect of any defects liability period;
- d) Show Houses and Contents: Physical loss of or damage to:
 - i. Show Houses;
 - ii. Contents of Show Houses subject to a limit of **GBP50,000** any one Show House;
- e) Dismantling or Demolition: In substitution for Additional Cover Applying To Section 2, clause 14, a) Debris Removal:

The costs and expenses necessarily incurred in respect of:

- i. removal of debris;
- ii. dismantling or demolition;
- iii. shoring or propping up;

- iv. clearance of drains and sewers;
- v. dewatering

resulting from physical loss of or damage to the **Insured Property** under Section 2A and for which there is liability under Section 2 of this policy.

Cover also extends to include the cost of removal of debris arising from unauthorised tipping or inundation of the site but only occurring after commencement of the **Contract**, provided that the liability of the **Insurer** in respect of this additional cover shall not exceed 10% of the **Original Estimated Contract Price**;

- f) Off Site Storage: Materials and Goods for which the **Insured** is responsible (other than items of Stock, Property, Materials, or Equipment intended for sale) and intended for inclusion in any **Contract Works** whilst temporarily stored within the **Territorial Limits** provided that the liability of the **Insurer** in respect of this additional cover shall not exceed:
 - i. **GBP50,000** in respect of any loss or damage at the premises of the **Insured**;
 - ii. **GBP100,000** in respect of any loss or damage elsewhere;
- g) Architects, Surveyors and Consulting Engineers Fees: Architects, surveyors, consulting engineers and other professional fees necessarily incurred in the reinstatement of the **Insured Property** under Section 2A, consequent upon its destruction or damage but not incurred for the preparation of a claim;
- h) Local Authorities Clause: The additional cost of reinstatement of the **Insured Property** under Section 2A which has been lost or damaged as may be incurred solely by reason of necessity to comply with European Union Legislation for building and other regulations under or framed in pursuance of any Act of Parliament or with the Bye-Laws of any Municipal or Local Authority but excluding:
 - i. costs incurred in complying with any of the said Legislation, Acts or Bye-Laws:
 - a) in respect of damage occurring prior to the granting of this extension under which notice has been served on the **Insured** prior to the occurrence of the physical loss or damage;
 - b) in respect of undamaged property or portions of undamaged property other than foundations;
 - ii. the amount of any tax rate duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner of the property by reason of compliance with any of the said Legislation, Acts or Bye-Laws.



Additionally, the work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site subject to the liability of the **Insurer** under this additional cover not being thereby increased;

- i) Completed Pending Sale – Private Dwelling Houses: Physical damage to private dwelling houses constructed as part of the **Contract** for 180 (one hundred and eighty) days from completion of the individual house or until the date of sale whichever occurs first;
- j) Contract Conditions: If required by the terms and conditions of the **Contract** (subject to any exclusions), cover is extended to include the period of 14 (fourteen) days following the issue of a certificate of completion.

This extension does not cover any loss or damage caused by or arising out of the use or occupation by the employer, purchaser, or principal, nor their agents, servants, or any other contractors (not being employed by the **Insured**) of the part of the **Insured Property** under Section 2A.

SECTION 2B - OWNED PLANT

5. SECTION 2B - INDEMNITY

The **Insured** is indemnified by Section 2B in accordance with the Operative Clause, but only for physical loss or damage to **Owned Plant** anywhere within the **Territorial Limits** including whilst in **Transit**.

SECTION 2C - HIRED IN PLANT

6. SECTION 2C – INDEMNITY

The **Insured** is indemnified by Section 2C in accordance with the Operative Clause, but only for the **Insured's** legal liability arising under the terms of any hiring agreement to pay:

- a) for physical loss of or damage to the **Hired In Plant**;
- b) continuing hiring charges for the **Hired In Plant** following physical loss or damage insured under a)

whilst anywhere within the **Territorial Limits** including whilst in **Transit**.

Where legal proceedings have been defended, the **Insurer** will, with its written consent, pay all legal expenses for which the **Insured** may be liable.

7. ADDITIONAL COVER APPLYING TO SECTIONS 2B AND 2C

- a) Immobilised Plant: Costs necessarily incurred in the recovery of unintentionally immobilised plant or equipment (other than plant or equipment working underground or underwater) provided that recovery is not necessitated by or in consequence of:
 - i. its own electrical or mechanical breakdown, derangement, failure, or explosion;
 - ii. failure to maintain **Insured Property** in accordance with manufacturer's recommendations

subject to a limit of:

- a) **GBP**25,000 in respect of any loss or series of losses arising from a single **occurrence**; or
- b) the sum which would have been payable had the costs not been incurred

provided that the **Insurer** shall not be liable for loss or damage caused by the process of recovery.

- b) Contents of Site Huts: Contents of site huts subject to a maximum of **GBP**5,000 excluding:
 - i. computers and peripheral equipment;
 - ii. items excluded elsewhere in Section 2 of this policy.

SECTION 2D - EMPLOYEES' TOOLS AND PERSONAL EFFECTS

8. SECTION 2D - INDEMNITY

The **Insured** is indemnified by Section 2D in accordance with the Operative Clause, but only for physical loss or damage to **Employees' Tools and Personal Effects** whilst on or adjacent to the site of any **Contract**.

SECTION 2 EXCLUSIONS

Exclusions Applicable to all OF SECTION 2

- 9. Section 2 does not cover liability for:
 - a) Penalties or Consequential Losses: Liquidated damages, penalties under contract for guarantees of performance or efficiency, delay or non-completion, or consequential loss or damage of any kind or description, unless specifically provided for elsewhere within Section 2 of this Policy;
 - b) Unexplained Losses: Unaccountable losses, or losses discovered on the occasion of checks or inventories, unless the **Insured** can produce reasonable proof that such losses are as a result of an identifiable incident;
 - c) Road Vehicles: Loss of or damage to licensed cars, lorries, vans, trucks, or other road vehicles which are used in circumstances requiring insurance under any road traffic legislation other than:



- i. contractors plant used solely as a tool of trade;
 - ii. as specifically provided for elsewhere within Section 2 of this policy;
 - iii. quad bikes or motorcycles;
 - d) Money or Guarantees of Money: Cash, notes, postal orders or money orders, cheques, stamps, or other securities for money;
 - e) Breakdown: Loss of or damage to any **Insured Property** from its own explosion, mechanical or electrical failure or breakdown, other than where the **Insured** is responsible for such loss under the terms of a hiring agreement;
 - f) Cessation of Works: Physical loss or damage where work ceases on the site of the **Contract** for a continuous period exceeding 60 (sixty) days unless expressly agreed by the **Insurer** in writing;
 - g) Loss or Damage - Underground or Underwater: Loss or damage nor abandonment or recovery costs in respect of any item of **Insured Property** underground or underwater;
 - h) Intentional Acts: Loss or damage caused by or arising out of:
 - i. any intentional act or wilful omission of the **Insured** (other than an act or omission the purpose of which is an exceptional measure to prevent injury, loss or damage) which, having regard to the nature and circumstances of the act or omission, could reasonably be expected to cause, contribute to, or exacerbate any loss or damage;
 - ii.
 - a) intentional overloading;
 - b) testing or experiments involving the imposition of any abnormal conditions;
 - i. Wear and Tear: Loss or damage caused directly by:
 - ii. wear and tear, gradual deterioration, or rust;
 - iii. gradually developing defects;
 - iv. scratching or chipping of painted or polished surfaces;
 - v. erosion or corrosion
- j) Application of Tools: Loss or damage caused by or arising out of the direct application of any tool or process during the course of repair, maintenance, inspection, modification or overhaul;
- k) Guarantees of Performance: Liquidated damages, penalties for delay or detention, or in connection with guarantees of performance or efficiency;
- l) War Risks: Any loss or damage directly or indirectly caused by, or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to **Insured Property** by, or under the order of, any government or public

- or local authority;
- m) Terrorist Acts :
 - i. Any consequence of civil commotion assuming the proportion of, or amounting to, a popular rising, martial law, or the act of any lawfully constituted authority;
 - ii. Loss or damage caused by, or happening through, or in consequence, directly or indirectly, of Terrorism;
 - iii. Loss or damage directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to any act of Terrorism;
 - iv. Loss or damage in Northern Ireland occasioned by, or happening through, or in consequence, directly or indirectly, of riot, strike, civil commotion, locked out workers, or persons taking part in labour disturbances.

For the purposes of Section 2 of this policy, Terrorism shall mean any act of any person or group of persons acting alone or on behalf of, or in connection with, any organisation or government with activities directed towards the overthrowing or influencing of any government force, or violence and / or putting the public, or any section of the public, in fear.

In any action, suit, or other proceedings where the **Insurer** allege that, by reason of this definition, any loss or damage is not covered by Section 2 of this policy (or is covered only up to a specified **Indemnity Limit**) the burden of proving that such loss or damage is covered (or is covered beyond that **Indemnity Limit**) shall be upon the **Insured**;

- n) Riot Strike and Civil Commotion: Loss or damage occurring at the premises of the **Insured** caused by, or arising from, riot, strike, lock-out, or civil commotion;
- o) Nuclear Risks: Loss, destruction, or damage to **Insured Property**, or expense or consequential loss, nor any legal liability caused by, or arising from:
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii. the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component;
- p) Sonic Bang: Loss or damage directly caused by the pressure waves of aircraft or other aerial devices travelling at sonic or supersonic speeds;
- q) Airborne and Waterborne Craft: Loss of or damage to airborne or waterborne vessels, craft, platforms, or rigs or any **Insured Property** situated thereon, or being loaded onto or offloaded therefrom;
- r) Electronic Risks:
 - i. Loss or damage to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves, or receives



data, whether tangible or intangible (including, but without limitation, any information or programs or software) and whether the property of the **Insured** or not, where such damage is caused by Virus or Similar Mechanism or Hacking or Denial of Service Attack;

- ii. Consequential loss directly or indirectly caused by, or arising from, Virus or Similar Mechanism or Hacking or Denial of Service Attack.

Virus or Similar Mechanism shall mean any 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, retrieves, or receives data, whether it be the property of the **Insured** or not.

Denial of Service Attack shall mean any actions or instructions constructed or generated with the ability to damage, interfere with, or otherwise affect the availability of networks, network services, network connectivity, or information systems.

Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non-genuine traffic between and amongst networks;

- s) Pollution or Contamination: Loss or Damage caused by or arising from pollution or contamination.

This Exclusion shall not apply to cost arising from pollution or contamination of **Insured Property** caused directly by an **occurrence** which is insured by Section 2 of this policy provided that the liability of the **Insurer** shall be limited to a maximum of **GBP50,000** in respect of pollution or contamination.

EXCLUSIONS APPLICABLE TO SECTION 2A

- 10. Section 2A does not cover liability for:
 - a) Completed, Pending Sale: Physical loss of or damage to the **Insured Property** after completion, pending sale or lease, except as provided for under any relevant Additional Cover applying to Section 2A;
 - b) Completed, Taken Into Use: Physical loss of or damage to the **Insured Property** after such property has been completed handed over taken into use or for which a certificate of completion has been issued other than as provided for under

any relevant Additional Cover applying to Section 2A;

- c) Existing Structures: Physical loss of, or damage to, any property or part of any property which has formed part of any structure prior to commencement of the **Contract**;
- d) Defective Property: Physical loss of, or damage to, and the costs necessary to replace, repair, or rectify **Insured Property**:
 - i. which is in a defective condition due to a defect in design, plan, specification, materials, or workmanship of such **Insured Property**;
 - ii. which is necessary to enable the replacement, repair, or rectification of **Insured Property** excluded by d) i) above

Provided d) i) above shall not apply to other **Insured Property** which is free of the defective condition and is damaged as a consequence;

For the purpose of Section 2 of this policy and not merely this Exclusion, the **Insured Property** shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, specification, materials, or workmanship in the **Insured Property** or any part of the **Insured Property**;

- e) Refractory Linings: Loss of or damage to refractory linings from the first application of heat;
- f) Non-Ferrous Metals: Loss resulting from theft in respect of unfixed, non-ferrous metals of any description unless at the time of theft either:
 - i. an authorised **Employee** of the **Insured** is actually on the site; or
 - ii. such property is contained in a securely closed and locked hut or building.

EXCLUSIONS APPLICABLE TO SECTIONS 2B AND 2C

- 11. Sections 2B and 2C do not cover liability for excluded parts, being the loss of, or damage to:
 - i. brickwork, masonry, foundations, and supporting structures;
 - ii. tyres, tools, cutting edges, moulds, dies, patterns, non-metallic linings, glass, pulverising and crushing surfaces, flexible pipes, trailing cables, drive belts, or parts requiring periodic renewal, unless arising from a malicious act or forming part of other insured loss or damage for which liability has been accepted by the **Insurer**;
 - iii. underground or buried piping;
 - iv. safety or protective devices due to their functioning.

EXCLUSIONS APPLICABLE TO SECTION 2D

- 12. Section 2D does not cover liability for articles of jewellery, being the loss of, or damage to, gold or silver articles, jewellery, or watches.



SECTION 2 EXTENSIONS

13. ADDITIONAL COVER APPLYING TO SECTION 2

- a) Debris Removal: In respect of each claim for loss or damage for which liability is accepted, the cover provided by Section 2 of this policy extends to include costs incurred in the removal of debris and protection of the **Insured Property** following indemnifiable damage not exceeding **GBP25,000** or 20% (twenty per cent) of the indemnifiable loss or damage, whichever is the lower;
- b) Loss Avoidance Measures: Subject to the **Indemnity Limit(s)**, the **Insurer** will pay reasonable costs incurred in taking exceptional measures to prevent or mitigate impending loss or damage for which indemnity is provided by Section 2 of this policy, provided that:
 - i. loss or damage would reasonably be expected if such measures were not implemented;
 - ii. the **Insurer** is satisfied that loss or damage has been avoided or mitigated by means of the exceptional measures;
 - iii. the amount payable will be limited to the cost of loss or damage which would have otherwise occurred;
 - iv. the terms, conditions and exclusions of Section 2 of this policy apply as if loss or damage had occurred;
- c) Automatic Reinstatement: Sums Insured or **Indemnity Limits** will be reinstated from the date of occurrence of any claim subject to the payment of an additional premium, such additional premium being waived if the total cost of the claim does not exceed **GBP25,000**;
- d) Expediting Costs: The **Insurer** will pay costs necessarily and reasonably incurred in making temporary repairs upon and / or expediting the repair, reinstatement or replacement of **Insured Property** as a result of indemnifiable loss or damage, provided that the liability of the **Insurer** shall not exceed 50% (fifty per cent) of the cost of such loss or damage or **GBP50,000**, whichever is the lower;
- e) Repair Costs Investigation: With their prior written agreement, the **Insurer** will pay costs relating to repair, investigations, and tests following indemnifiable damage to **Insured Property** by consulting engineers, not exceeding **GBP25,000** in any one Period of Insurance.

The **Insurer** shall not be liable under this Additional Cover for fees incurred in preparing a claim under Section 2 of this policy.

SECTION 2 CONDITIONS

CONDITIONS APPLICABLE TO ALL OF SECTION 2

14. a) Claims Settlement:
 - i. The **Insurer** may, at its option, repair, reinstate, replace, or pay-in money for any loss or damage covered by Section 2 of this policy. The amount stated as the **Excess** or the loss sustained by the **Insured** during any Time Exclusion shown in a relevant **Schedule** will be deducted from the settlement and be borne by the **Insured**;
 - ii. The **Insured** may proceed with minor repairs, subject to compliance with the claims procedures applicable to Section 2;
 - iii. The **Insurer** shall be entitled to take over, defend, or settle any claim in the name of the **Insured**;
 - iv. To the extent that the **Insured** is accountable to the tax authorities for Value Added Tax, all claims settlements shall be exclusive of such tax;
- b) Payments on Account: Notwithstanding the claims procedures applicable to Section 2, where liability is accepted, the **Insured** shall be entitled to receive interim payments as agreed between the **Insured** and the **Insurer** ;
- c) Average: If any item of **Insured Property** has an individual **Sum Insured** set against it, and at the time of any loss or damage to the item its value exceeds that **Sum Insured**, then the **Insured** shall be considered his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly;
- d) Suspension of Cover: The **Insurer** reserves the right to suspend this insurance at any time by written notice to the **Insured's** last known address until the **Insurer's** requirements have been fulfilled;
- e) Arbitration: If any difference arises as to the amount to be paid under Section 2 of this policy (liability having been accepted), the difference shall be referred to an arbitrator to be appointed by both parties in accordance with the statutory provisions applicable.

The making of an award against the **Insurer** shall be paramount over any right of action against it;

- f) Abandonment: The **Insured** shall not be entitled to abandon any **Insured Property** to the **Insurer** whether or not taken possession of by it;
- g) Multiple Lifting Operations: For the insurance provided under Section 2 of this policy to be operative during any operation in which a load is shared between any items of lifting plant or lifting equipment (whether insured under Section 2 of this Policy or not), the lifting operation must be conducted in accordance with BS7121;



- h) Liability:
 - i. No liability shall attach to Section 2 of this policy for any physical loss or damage not notified to the **Insurer** within 3 (three) calendar months of the **occurrence**;
 - ii. No liability shall be admitted and no offer, promise, or payment be made without the written consent of the **Insurer**;
- i) Loss Reduction: The **Insured** shall carry out, and permit to be taken, any action which may be reasonably practicable to prevent further loss or damage.

CONDITIONS APPLICABLE TO SECTION 2A

- 15. a) Insured **Contracts**: The insurance provided under Section 2A of this policy applies during the Period of Insurance to any **Contract** that is current at the beginning of the Period of Insurance and any **Contract** that is undertaken during the Period of Insurance. The liability of the **Insurer** shall cease at the end of the Period of Insurance unless specifically allowed for elsewhere within Section 2 of this policy or upon cancellation of the insurance at any time during the Period of Insurance;
- b) Housing Grants Construction and Regeneration Act 1996 (Adjudication scheme): The **Insured** shall, upon the receipt of a Notice of Adjudication relating to any circumstances which have given rise to a claim under Section 2 of this policy, provide notice without delay by telephone to GB Underwriting Ltd.

A Notice of Adjudication means any notice issued by a party to the **Contract** to which the Housing Grants Construction and Regeneration Act 1996 applies stating the intention to refer a dispute under the **Contract** to adjudication.

CONDITIONS APPLICABLE TO SECTION 2B

- 16. Hiring Conditions: Whenever **Owned Plant** is let out on hire, the hire shall be subject to:
 - i. written conditions which make the hirer responsible for physical loss or damage; or
 - ii. specific conditions agreed by the **Insurer** in writing and endorsed hereon.

CONDITIONS APPLICABLE TO SECTION 2C

- 17. Hiring Conditions: The insurance provided by Section 2C will indemnify the **Insured** to the extent required by:
 - i. the Model Conditions for the Hiring of Plant recommended by the Construction Plant-hire Association or the Scottish Plant Owners Association, or conditions not more onerous; or
 - ii. specific conditions agreed by the **Insurer** in writing and endorsed hereon.

In the event of a loss involving hire conditions more onerous than those covered by this condition, the indemnity provided will be limited to liability under (i) or (ii) above as applicable.

Any **Hired In Plant** which is re-hired must be hired out under conditions no less onerous than those of the original hire to the **Insured**.

ADDITIONAL CONDITIONS APPLICABLE TO SECTIONS 2B, 2C AND 2D

- 18. a) Losses from Vehicles Limitation: The liability of the **Insurer** in respect of losses of machine, attachments, power tools, hand tools, and manually powered implements from vehicles shall not exceed GBP5,000 in the aggregate across Sections 2B, 2C and 2D, prior to the application of the **Excess**, in respect of any one loss or series of losses arising from one event involving theft or malicious damage;
- b) Security Clause: In respect of the **Insured Property**, the **Insured** shall apply the following security practice whilst **Insured Property** is left unattended overnight or at weekends:
 - i. wheeled, self-propelled or tracked items of **Insured Property** are to be:
 - a) immobilised by the application and setting of a recognised physical security restraining mechanism, leg lock, or installed engine immobiliser system; or
 - b) secured within a locked building, compound, or yard incorporating enclosed perimeter walls or fencing and padlocked points of access;
 - ii. non-driven and non-propelled items of powered or mechanical **Insured Property** are to be secured within a locked building, compound, or yard incorporating enclosed perimeter walls or fencing and locked points of access;
 - iii. machine, attachments, power tools, hand tools, manually powered implements and other unpowered items of **Insured Property** shall be retained:
 - a) within a locked building; or
 - b) within a locked container or receptacle which must be retained within a secure or attended garage or yard;
 - c) within a locked and alarmed vehicle which must be situated within a secure or attended garage or yard.



SECTION 3 - COMMERCIAL LEGAL PROTECTION

SPECIAL NOTES

(For information only. Does not form part of the Policy.)

1. The cover under this Section is underwritten by DAS Legal Expenses Insurance Company Limited (DAS).
2. DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
3. To make sure that you get the most from your DAS cover, please take time to read this Section of the Policy which explains the contract between you and DAS. Please take care in following the procedures throughout this Section of the Policy and particularly those applying to the Employment disputes and compensation awards cover.
4. The terms and definitions used in this Section are unique to this Section.

Helping you with your legal problems

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on 0844 893 0859. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this Section of the Policy, phone **us** on 0844 893 0859 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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

Our Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.
Registered in England and Wales, number 103274.
Website: www.das.co.uk

Online law guide and document drafting

Employment manual

Visit: www.das.co.uk

The **DAS** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select

Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at employmentmanual@das.co.uk with **your** email address, quoting **your** Policy number and **we** will contact **you** by email to inform **you** of future updates to the information.

DAS business law

Visit: www.dasbusinesslaw.co.uk

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. These documents have been developed by solicitors and can be tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. When registering, please enter the following code which will provide **you** with access to a range of free documents: DAS472301

Helpline services

You can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us your** Policy number.

Legal advice service

Call 0844 893 0859

We provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of 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 advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call **you** back.

Tax advice service

Call 0844 893 0859

We offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom. Tax advice is provided by tax advisors 9am - 5pm,



Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will call **you** back.

Counselling service

Call 0844 893 9012

We will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, 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 **us**.

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

We will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

THE MEANING OF WORDS IN THIS SECTION

appointed representative:

The **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf.

aspect enquiry:

An examination by HM Revenue & Customs which considers one or more specific aspects of **your** self-assessment and/or corporation tax return.

business:

As shown in **your** schedule.

business premises:

As shown in **your** schedule.

costs and expenses:

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **our** agreement.

countries covered:

- a) For insured incidents **Legal Defence** (excluding **5. Statutory notice appeals**), and **Personal Injury**: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
- b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands.

cross-tax enquiry:

A **full enquiry** which includes a review of Value Added Tax and/or Employer Compliance.

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).

date of occurrence:

- a) For civil cases (other than under insured incident **Tax protection**), 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.)
- b) For criminal cases, the date the **insured person** began, or is alleged to have begun, to break the law.
- c) 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**.
- e) 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.

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.

full enquiry:

An extensive examination by HM Revenue & Customs which considers all aspects of **your** tax affairs and includes a request to examine all **your** books and records. Excludes an examination limited to one or more specific aspects of **your** self assessment and/or corporation tax return. Please refer to the definition for **aspect enquiry**.

insured person:

You and the directors, partners, managers and employees.

period of insurance:

The period for which **we** have agreed to cover the **insured person**.

preferred law firm or tax consultancy:

A law firm, barristers' chambers 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:

- a) For civil cases, 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), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.
- b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.

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.

we, us, our, DAS:

DAS Legal Expenses Insurance Company Limited.

you, your:

The **business** that has taken out this Policy (shown in **your** schedule).

OUR AGREEMENT

This Section of the Policy, the schedule and any endorsement shall be considered as one document.

We agree to provide the insurance described in this Section of the Policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in **your** schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section of the 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**
3. any legal proceedings will be dealt with by a court, or other body which **we** agree to, within the **countries covered**, and
4. 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 for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
2. 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**
3. in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this Section of the Policy, **we** must agree that **reasonable prospects** exist
5. 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
6. in respect of **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 absent from work less any amount the court pays.

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. The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
3. **We** will not pay more than £2,000 for claims in respect of **aspect enquiries**.
4. **We** will not pay the first £200 of **costs and expenses** of each and every claim in respect of **aspect enquiries**.

INSURED INCIDENTS

We will cover:

EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

1. Employment disputes

Costs and expenses to defend **your** legal rights:

- a) before the issue of legal proceedings in a court or



- tribunal following the dismissal of an employee; 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

Please also refer to the **Section Exclusions**.

A claim relating to the following:

1. a dispute where the originating cause of action arises within the first 90 days of the start of this Section of the Policy
2. a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of this Section of the Policy if the **date of occurrence** was within the first 180 days of the start of this Section of the Policy
3. redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of this Section of the Policy
4. damages for personal injury or loss of or damage to property
5. Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

2. Compensation awards

We will pay:

- a) any basic and compensatory award; and/or
- b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim **we** have accepted under insured incident **1**.

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 **0844 893 0859**)
- 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 **0844 893 0859**)

- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department prior to serving notice of redundancy (Telephone **0844 893 0859**)
- d) the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.

Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**. Please see **What we will not pay 2**.

What is not covered

Please also refer to the **Section Exclusions**.

1. Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.
2. Non-payment of money due under a contract of employment or a statutory provision.
3. Any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage legislation.
4. A compensation award or increase in a compensation award relating to failure to comply with a current or previous recommendation made by a tribunal.

3. Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- a) under legislation for unlawful discrimination; or
- b) 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

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

What is not covered

Please also refer to the **Section Exclusions**.

Any claim relating to defending **your** legal rights other than defending a counter-claim.



LEGAL DEFENCE

Costs and expenses to defend the **insured person's** legal rights:

1. Criminal pre-proceedings cover

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.

2. Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Please note **we** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our Agreement**.

3. Data protection and Information Commissioner registration

- a) If civil action is taken against the **insured person** for compensation under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time). **We** will also pay any compensation award made against the **insured person** under Article 82 of Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and equivalent provision under the Data Protection Act 2018 (all as amended, updated or re-enacted from time to time).
- b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

Please note **we** will not cover the cost of fines imposed by the Information Commissioner. Please see **Section Exclusions 3**.

What is not covered

Please also refer to the **Section Exclusions**.

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

4. Wrongful arrest

If civil action is taken against **you** 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

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

What is not covered

Please also refer to the **Section Exclusions**.

1. 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
2. a Statutory Notice issued by an **insured person's** regulatory or governing body.

6. Jury service and court attendance

An **insured person's** absence from work:

- a) to perform jury service
- b) to attend any court or tribunal 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.

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
- b) at the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident **3. Data protection and Information Commissioner registration**
- c) **you** request **us** to provide cover for the **insured person**.

PROPERTY PROTECTION

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

1. any event which causes physical damage to such material 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 established the legal ownership or right to the land that is the subject of the dispute.

What is not covered

Please also refer to the **Section Exclusions**.

A claim relating to the following:

1. a contract **you** have entered into
2. goods in transit or goods 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
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

At **your** request, **we** will pay **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

Please also refer to the **Section Exclusions**.

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

1. A **full enquiry** or **aspect enquiry**.
2. A **cross-tax enquiry**.
3. An **employer compliance dispute**.
4. A **VAT dispute**.

Provided that:

- a) **you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed
- b) **we** will not pay more than £2,000 for claims in respect of **aspect enquiries**.

Please note **we** will only cover tax claims which arise in direct connection with the activities of the **business** shown in **your** schedule. Please see **Our Agreement**.

What is not covered

Please also refer to the **Section Exclusions**.

1. **We** will not pay the first £200 of **costs and expenses**

of each and every claim in respect of **aspect enquiries**.

2. Any tax avoidance schemes.
3. Any failure to register for Value Added Tax or Pay As You Earn.
4. 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.
5. Any claim relating to import or excise duties and import VAT.
6. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

SECTION 3 EXCLUSIONS APPLICABLE TO THIS SECTION OF THE POLICY

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** written acceptance of a claim.
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** and **Legal defence**.
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. Deliberate acts
Any insured incident deliberately or intentionally caused by an **insured person**.
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**
A dispute with **us** not otherwise dealt with under Section 3, Condition 8.
9. Shareholding or partnership disputes
Any claim relating to a shareholding or partnership share in the **business** shown in **your** schedule.
10. Judicial review
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Nuclear, war and terrorism risks
Any claim caused by, contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
12. Bankruptcy
Any claim where either at the start of, or during the course of a claim, **you**:
 - a) are declared bankrupt
 - b) have filed a bankruptcy petition
 - c) have filed a winding-up petition
 - d) have made an arrangement with **your** creditors
 - e) have entered into a deed of arrangement
 - f) are in liquidation
 - g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
13. Group or Class Actions
Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause which could lead to the court making a Group Litigation Order.
14. Defamation
Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
15. Calendar date devices
Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Litigant in person
Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

SECTION 3 CONDITIONS APPLICABLE TO THIS SECTION OF THE POLICY

1. **Your representation**
 - a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer 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, tax consultancy** or **our** in-house lawyer 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 choose a law firm or tax expert 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**.
 - 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. **Your responsibilities**
An **insured person** must:
 - a) co-operate fully with **us** and the **appointed representative**;
 - b) give the **appointed representative** any instructions that **we** ask **you** 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** written consent.
 - b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - c) **We** may decide to pay 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 their 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.
 - d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses**



and payable to **us**.

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
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.
7. Expert opinion
We may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** 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 **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
8. Arbitration
If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
9. Keeping to the terms of this Section of the Policy
An **insured person** must:
 - a) keep to the terms and conditions of this Section of the 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.

10. Cancelling this Section of the Policy
We can cancel this Section of the Policy at any time as long as **we** tell **you** at least 14 days beforehand.

You can cancel this Section of the Policy at any time as long as **we** are told at least 14 days beforehand.

11. Fraudulent claims
We will, at **our** discretion, void this Section of the Policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
 - a) a claim the **insured person** has made to obtain benefit under this Section of the Policy is fraudulent or intentionally exaggerated, or
 - b) a false declaration or statement is made in support of a claim.
12. Claims under this Section of the Policy by a third party
Apart from **us**, **you** are the only person who may enforce all or any part of this Section of the Policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this Section of the Policy in relation to any third-party rights or interest.
13. Other insurances
If any claim covered under this Section of the Policy is also covered by another policy, or would have been covered if this Section of the Policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
14. Law that applies
This Section of the Policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this Section of the Policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.



DATA PROTECTION

Please refer to the Personal Information section under PROTECTION at the front of this Policy.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our** Head Office address:

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

Or **you** can phone **us** on 0844 893 9013 or email **us** at customerrelations@das.co.uk

Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied and are a small business **you** can contact the Insurance Division of the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London E14 9SR .

You can also contact them on 0800 023 4567 (free from a landline) or 0300 123 9123 (free from some mobile phones). Website: www.financial-ombudsman.org.uk

Using this service does not affect **your** right to take legal action.





www.gbunderwriting.co.uk

GB UNDERWRITING

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