



# Tradespeople & Homeworkers

Policy

Arranged by



CORPORATE BUSINESS PERSONAL CLAIMS

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## Introduction

Welcome to RSA. Thank you for choosing **Us** as **Your** insurer.

### About Your insurance Policy

**Your** insurance **Policy** is made up of this **Policy** wording, **Your Statement of Fact** and the **Schedule** which shows the sums insured, **Our Limits of Liability**, the premium **You** will pay and any other terms which apply to **Your Policy**.

**You** should read the **Statement of Fact**, **Schedule** and the **Policy** wording together to tell **You** what is covered and what is not covered, how **We** settle claims and other important information.

Some words in this **Policy** have a special meaning. They start with a capital letter and are in **bold type** whenever they appear in the **Policy**, and are listed under “Definitions – words with special meanings”.

**We** have set out ‘What is covered’ to the left of each page and ‘What is not covered’ to the right.

There are also some special exclusions which apply to the whole of certain Insurances.

### The insurance contract

This Insurance **Policy** is a legal contract between **You** and **Us**. **Our** acceptance of this risk is based on the information presented to **Us** prior to the commencement of the **Policy**, and at subsequent stages in respect of mid-term changes and renewal. Provided the on-line questions have been completed accurately and in good faith, and assumptions generated on the **Statement of Fact** checked, **We** will accept this as being a fair presentation of the risk.

**We** will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusion of this **Policy**) for the **Period of Insurance** shown in the **Schedule** and any subsequent period for which **You** shall pay and **We** shall agree to accept the premium.

This **Policy** has been issued by Royal & Sun Alliance Insurance Ltd.

## Customer Care Services

As part of **Our** commitment to customer care **We** have provided additional services to help **You** when **You** need it most.

### Claims Helpline

**We** recognise that losses mean disruption to **Your Business** and that the ultimate test of any insurance policy is providing a fast, effective claims service. **We** also realise that running a business means that it might not be convenient for **You** to report a claim to **Us** during normal office hours. That's why **You** can now notify **Us** of any claim when it suits **You** – any time of the day or night. All **You** have to do is call!

- **24 hour Claims Helpline**

**0345 300 4006**

(Please quote **Your Policy Number**)

- **legal expenses claims**

**0208 6521313**

### Advice Lines

Where do **You** turn to for answers to questions that affect **Your Business**? **Our** advice lines will put **You** in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

Legal Assistance (available 24 hours)

Health and Safety issues (available 24 hours)

Tax advice (available Monday to Friday, 9am to 5pm)

Stress Counselling (available 24 hours)

- **Advice Lines**

**01455 251500**

(Please quote reference number **33789**)

## Claim Notification

Conditions that apply to this **Policy** in the event of a claim are set out in the **Policy** Conditions pages of this **Policy**. It is important that **You** comply with all **Policy** Conditions and **You** should familiarise yourself with their requirements.

Directions for claim notification are included in the **Policy** Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The **Policy** Conditions require **You** to provide **Us** with any reasonable assistance and evidence that **We** may require concerning the cause and value of any claim. Ideally, as part of **Your** initial claim notification, **You** should provide:

- **Your** name, address, and **Your** email and contact numbers
- Personal details necessary to confirm **Your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **Us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

Sometimes **We** or someone acting on **Our** behalf, may wish to meet with **You** to discuss the circumstances of the claim, to inspect the damage or to undertake further investigations.

**We** take pride in the claims service **We** offer to **Our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **We** consider it appropriate, and **We** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **We** can offer repair or replacement through a preferred supplier but **We** agree to pay a cash settlement, then payment will normally not exceed the amount **We** would have paid our preferred supplier.

# Claims Conditions

## 1 Making a Claim

Where an **Event** which could give rise to a claim under this **Policy** happens **You** will

- A) tell **Us** as soon as reasonably practicable and no later than 30 days of **Your** becoming aware of the **Event** or occurrence and provide **Us** with all information and help **We** reasonably require in respect of the claim and where requested by **Us** and at **Your** expense, written details containing as much information as possible on the **Event**, **Damage**, accident or Injury including (to the extent possible) the amount of the claim
- B) notify the police within 24 hours of **Damage** caused by malicious persons or thieves
- C) not admit or deny liability nor make any offer, compromise, promise or payment, enter into any agreement or give any undertaking in respect of the claim without **Our** written consent
- D) pass to **Us** immediately, unanswered, all communications from third parties in relation to any **Event** which may result in a claim under this **Policy**
- E) tell **Us** immediately of any impending prosecution, inquest or fatal inquiry or civil proceedings and send to **Us** immediately every relevant document **You** receive in relation to any such matter
- F) provide **Us** with such books of account or other business books or documents or such proofs as may reasonably be required by **Us** for investigating or verifying the claim
- G) provide to **Us** (if required) a statutory declaration of the truth of the claims and any related matter.

**Failure to comply with any of these conditions will result in Us not paying Your claim.**

## 2 Our Control Of Claims

**We** will be entitled

- A) on the happening of any **Damage** to take and keep possession of the property insured, to deal with the salvage in a reasonable manner without thereby incurring any liability, without diminishing **Our** right to rely on any conditions of this **Policy**. This **Policy** will be proof of leave and license for such purpose
- B) at **Our** discretion to take over and conduct in **Your** name the defence or settlement of any claim and to take proceedings at **Our** own expense and for **Our** own benefit but in **Your** name to recover compensation or secure indemnity from any third party in respect of any **Event** insured by this **Policy**. **You** will give all information and assistance reasonably required

- C) to any property for the loss of which a claim is paid hereunder and **You** will execute all such assignments and assurances of such property as may be reasonably practicable but **You** will not be entitled to abandon any property to **Us**
- D) at **Our** option to repair or replace the property or any part of the property for which **We** may be liable under this **Policy** provided that **We** will not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. **We** shall not in any case be bound to expend in respect of any one of the items insured more than the **Sum Insured**.

## 3 Other Insurance

If **You** claim under this **Policy** for something which is also covered by another policy **We** will only pay for the following amounts

- A) In respect of Liabilities Insurance

Any amount beyond that which would have been payable under such other insurance had this **Policy** not been effected. This condition does not apply to the Contingent Motor Liability cover under Section 2 Public Liability/Product Liability.

Where a claim includes the defence of criminal proceedings brought or in appeal against conviction **We** will not pay the costs and expenses where cover for these is provided by any other insurance or where but for the existence of this **Policy** they would have been covered by such insurance.

- B) In respect of all other Insurances under this Policy

**Our** proportionate share of the claim.

## 4 Arbitration (Not applicable to Liabilities Insurance)

If there is any disagreement between **You** and **Us** as to the amount to be paid under this **Policy**, liability being otherwise admitted, the disagreement shall be referred to an arbitrator in accordance with the Arbitration Act 1996 or any subsequent legislation replacing that Act.

The party against whom the decision is made shall meet all costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in **Our** favour **Your** costs shall not be recoverable under this **Policy**. This procedure does not prejudice any right of recourse **You** have to any other complaints procedure to which **We** subscribe or to the courts.

## 5 Notice of Adjudication (Not applicable to Liabilities Insurance)

**You** shall on receipt of a **Notice of Adjudication** relating to any circumstance which has given or may give rise to a claim under this **Policy** provide immediate notice (or on the first working day after) by telephone to **Us**.

# Policy Conditions

## 1 Alteration of Risk

No cover shall be provided under this **Policy** if and to the extent that any **Damage** arises as a result of any material alteration to or of

- A) the **Business**; or
- B) **Property**

during the **Period of Insurance** of this **Policy**.

## 2 Change of Status

This **Policy** shall be automatically terminated if and when

- A) the **Business** is wound up or carried on by a liquidator or receiver or permanently discontinued
- or
- B) **You** cease to have an interest that is insurable for example; the **Premises** have been sold to a third party. However this right to avoid the **Policy** does not apply in the event of **Your** death

## 3 Basis of Rating

The premium is based on the total Number of Workers shown under Employee Type in **Your Statement of Fact**. **You** must tell **Us** immediately if this number changes and pay any extra premium which may be necessary subject to the provisions of Sections 1 and 2 of Liabilities Insurance in respect of Temporary Workers (Extensions to Cover 3 and 7 respectively).

This Condition shall not apply to **Your** requirement to tell **Us** about payments to Bona Fide Sub-Contractors if

- 1) Employee Type does not include Bona Fide Sub-Contractor, or Employee Type does include Bona Fide Sub-Contractor, and total number of Workers is stated is less than one

and

- 2) **Your** payments to Bona Fide Sub-Contractors do not exceed 25% of **Your Business** turnover

## 4 Cancelling the Policy

**You** may cancel this **Policy** by informing **Us** in writing and cancellation will be effective from the date of receipt of **Your** instructions.

**We** may cancel this **Policy** by sending 30 days written notice to **Your** last known address.

In the event of cancellation **We** will refund the premium **You** paid for the rest of the insurance period. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

## 5 Cancellation of Your Fixed Sum Loan Agreement

Where **We** have agreed to **You** paying **Your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to terminate **Your Policy** and **You** will no longer be insured by **Us**.

If **Your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **We** reserve the right to also terminate that linked loan agreement.

## 6 Contracts (Rights of Third Parties) Act 1999

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

## 7 Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and **We** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **We** agree otherwise in writing **We** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

**We** and **You** have agreed that any legal proceedings between **You** and **Us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

## 8 Observance of Terms

Failure to comply with any of the terms and conditions of the **Policy** where they are material or relevant to any loss will entitle **Us** to reduce or avoid **Your** claim.

## 9 Our Liability

All the sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in this **Policy**, will apply as maximum limits to **Our** liability irrespective of the number of **Persons Entitled to Indemnity** under this **Policy**.

For all purposes, including, but not limited to the application of sums insured, **Limits of Indemnity** and any other restrictions on the amount of **Our** liability stated in the **Policy**, the definition of **You** shall constitute one insured party, and there shall only be one contract of insurance between that insured party and **Us**.

## 10 Reasonable Precautions

**You** must at **Your** own expense take all reasonable steps to prevent or minimise any **Damage** or any **Injury** to **Employees** or the public.

If **You** discover any defect or danger, **You** must make it good as soon as practicable and in the meantime take such additional precautions as circumstances reasonably require.

## 11 Asbestos

Unless agreed by **Us** in writing to the contrary, **You** must ensure that **You** only undertake visual inspections in relation to **Asbestos** and when coming into contact with **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials** **You** always stop work and employ a licensed **Asbestos** contractor

Failure to comply with any of these requirements will result in **Us** not paying **Your** claim.

## 12 Economic, Financial or Trade Sanctions

**We** shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this **Policy** if and to the extent that doing so would breach any **Prohibition**.

If any such **Prohibition** takes effect during the **Period of Insurance** **We** or **You** may cancel that part of this **Policy** which is prohibited or restricted with immediate effect by giving written notice to **You** or **Us** at the last known address.

If the whole or any part of the **Policy** is cancelled **We** shall if and to the extent that it does not breach any **Prohibition** give **You** a full refund of premium for any unexpired period of cover. **We** will do this only if **You** have not made a claim during the **Period of Insurance**.

For the purposes of this condition **Prohibition** shall mean any economic, financial or trade sanctions imposed by the European Union or United Kingdom, or any other prohibition or restriction imposed by law or regulation of the country of which this **Policy** is issued or would otherwise provide cover.



# Policy Exclusions

(Exclusions that do not apply to the whole Policy are shown in the individual Insurance section.)

## THIS POLICY (INCLUDING ALL EXTENSIONS OF COVER) DOES NOT COVER

### 1 War and Allied Risks

**Damage** and any loss, expense or liability caused by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

This Exclusion shall not apply in respect of Liabilities Insurance Section 1 Employers' Liability.

### 2 Radioactive Contamination

**Damage** and any loss or expense or liability resulting or arising of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- B) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- C) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

### 3 Terrorism

**Damage** or any loss occasioned by or happening through or in consequence directly or indirectly of:

- A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,

and

- B) in Northern Ireland civil commotion.

This **Policy** also excludes **Damage** or loss resulting from **Damage** directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In **Great Britain** and Northern Ireland Terrorism means:

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

In so far that the insurance by this **Policy** is extended to include any situation elsewhere than in **Great Britain** and Northern Ireland Terrorism means:

any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

- 1) influence any government or any international governmental organisation

or

- 2) put the public or any section of the public in fear.

In any action, suit or other proceedings where **We** allege that by reason of this Exclusion any **Damage** or loss resulting from **Damage** is not covered by this **Policy** the burden of proving that such **Damage** or loss is covered shall be upon **You**.

This Exclusion shall not apply in respect of the Liabilities Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

### 4 Cyber and Data

Any:

- i) **Cyber Loss** or;
- ii) loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss, damage, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

This shall not exclude subsequent **Damage** to **Property Insured** and the amount of loss resulting from interruption of or interference with **Your Business** caused by such **Damage** to **Property Insured** where such **Damage** is caused by any of the following **Events** which directly results from a **Cyber Incident** or a **Cyber Act** unless otherwise excluded by this Policy:

Fire, smoke, lightning, explosion, earthquake, Riot and malicious vandalism (but only where involving physical force or violence), Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicles or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation or Theft or attempted theft.

This Exclusion shall not apply in respect of the Liabilities Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

### 5 Disease

Loss (whether physical or otherwise), destruction or damage, or costs or expenses, directly or indirectly occasioned by, arising from, caused by or in any way attributable to:

- A) any form of pathogen or microorganism including but not limited to virus, bacteria, fungi and parasites, or
- B) any disease arising from any such pathogen or microorganism, or
- C) the threat or fear (actual or perceived) of A) or B)

This Exclusion shall apply regardless of any other term of this **Policy** except:

i. any cover otherwise provided by this **Policy** for:

- a) **Damage** which itself results directly from the following events insured unless otherwise excluded under this **Policy**:

Fire, smoke, lightning, explosion, earthquake, Riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons, Storm or flood, Escape of water or oil from any tank apparatus, pipe or appliance, Impact by any road vehicle or animal, Impact by aircraft or other aerial devices or articles dropped from them, Accidental escape of water from an automatic sprinkler installation, Theft or attempted theft, Subsidence, Ground Heave or Landslip

subsequent upon A), B) or C) above;

- b) loss due to interruption or interference with **Your Business** as a direct consequence of such subsequent **Damage** insured under ii) a) above.

This Exclusion shall not apply in respect of the Liabilities Insurance, Personal Accident Insurance and Legal Expenses Insurance sections in the **Policy**.

# Definitions – Words with special meanings

## Aircraft Products

Any structural parts propulsion equipment landing gear substructure electronic equipment hydraulic equipment technical instruments tyres fuel equipment or any other product which is knowingly manufactured sold or distributed by **You** for use in any aircraft aerospace device or aerial device.

## Asbestos

Asbestos, crocidolite, amosite, chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

## Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**.

## Asbestos Dust

Fibres or particles of **Asbestos**.

## Business

That shown in the **Schedule** and conducted solely from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man and shall include

- 1 ownership, repair and maintenance of **Your** own property
- 2 provision and management of canteen, social, sports and welfare organisations and first aid, ambulance and medical services for the benefit of any **Person Employed**
- 3 fire and security services maintained solely for the protection of premises which **You** own or occupy
- 4 private work undertaken by any **Person Employed** for any of **Your** directors, partners or **Employees** with **Your** prior consent
- 5 attendance at or participation in **Exhibitions** by any **Employee** or director in connection with their employment

but excluding any work undertaken **Offshore**.

## Contract(s)

All constructional work undertaken by **You** in the course of the **Business** at any **Contract** site within the **Territorial Limits**

but excluding any work which involves

- 1 an original **Estimated Contract Price** in excess of the **Sum Insured** for **Permanent and Temporary Works** shown under Section 1 of Contractor's All Risks Insurance in the **Schedule**
- 2 a **Contract** period in excess of 12 months (excluding the maintenance period)
- 3 demolition unless it forms part of a contract undertaken by **You** for rebuilding, alteration maintenance or repair
- 4 the construction of or any work in or on airports, aircraft, watercraft, collieries, mines, gas, petrochemical and chemical works, railways, railway installations, power stations, oil refineries, fuel depots, quarries, offshore rigs or platforms

- 5 the construction, alteration, maintenance and repair of bridges, viaducts, subways, chimney shafts, blast furnaces, steeples, tunnels, docks, piers or wharves, motorways or dams
- 6 piling, underpinning, the use of explosives or work in or on or adjacent to rivers, lakes and tidal waters
- 7 the handling, storage or transport of any hazardous substances such as gases, **Asbestos**, radioactive substances, or toxic chemicals.

## Contribution

The first part of each and every claim as shown in the **Schedule** which **You** and **We** have agreed will be paid by **You**.

## Computer System

Any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data processing media, networking equipment or back up facility, whether owned or operated by **You** or by any other party.

## Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

## Cyber Incident

- A) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- B) any partial or total unavailability or failure or series of related partial or total unavailabilities or failures to access, process, use or operate any **Computer System**.

## Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

## Data

Any data of any sort, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any other information whatsoever.

## Damage

Physical loss destruction or damage.

## Defective Property

**Property Insured** which is defective in design, plan, specification, materials or workmanship.

## Defined Peril

Fire, lightning, explosion, earthquake, aircraft or other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft, accidental escape of water from any automatic sprinkler installation, subsidence, ground heave or landslip.

## Employee(s)

Any individual under a contract of service or apprenticeship with **You**.

## Estimated Contract Price

The sum agreed between **You** and **Your** principal or employer as payment for completion of the **Permanent and Temporary Works** or where there is no principal or employer the value of the works to be completed at a single **Contract** site.

## Event(s)

One occurrence or all occurrences of a series consequent on or attributable to one source or original cause.

## Great Britain

England and Wales and Scotland but not the territorial seas adjacent thereto (as defined by the Territorial Sea Act 1987).

## Hired-in Plant

Constructional plant and equipment and **Temporary Buildings** which **You** have hired for use in connection with the **Contracts** excluding **Tools and Equipment**.

## Injury

In respect of Liabilities Insurance Sections 1 and 3 (Part A)

- Bodily injury, death, disease or illness.

In respect of Liabilities Insurance Sections 2 and 3 (Part B)

- Bodily injury, mental injury, death, disease or illness.

## Limit of Indemnity

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

## Limit of Liability

The maximum amount payable by **Us** in respect of the cover provided as shown in the **Schedule** or **Policy** wording.

## Notice of Adjudication

Any notice issued to a party to a **Contract** to which the Housing Grants Construction and Regeneration Act 1996 applies stating an intention to refer a dispute under the Contract to Adjudication.

## Nuclear Material

- 1 Nuclear fuel other than natural or depleted uranium capable of producing energy by a self-sustaining chain process of nuclear fission outside a nuclear reactor either alone or in combination with some other material and

- 2 radioactive products or waste produced in or any material made radioactive by exposure to the radiation incidental to the production or use of nuclear fuel not including fabricated radio isotopes or **Production or Use of Nuclear Material**.

## Offshore

Embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.

## Own Plant

Constructional plant and equipment and **Temporary Buildings** for use in connection with the **Contracts** excluding **Hired-In Plant** and **Tools and Equipment**.

## Period of Insurance

The period beginning with the "From" date and ending with the "To" date shown in the **Schedule**.

## Permanent and Temporary Works

The permanent works and temporary works executed by **You** or on **Your** behalf in the performance of the **Contracts** and materials supplied as part of the **Contract** including free issue materials provided that the value of such materials is included within the **Sum Insured**.

## Person Employed

- 1 **Employee**
  - 2 labour master and individuals supplied by him
  - 3 individual employed by labour only sub-contractors
  - 4 self-employed individual (not being in partnership with **You**)
  - 5 individual hired to or borrowed by **You**
  - 6 individual undertaking study or work experience while under **Your** supervision
- } while under **Your** direct control and supervision

## Person Entitled to Indemnity

- 1 **You**
- 2 **Your** personal representatives in respect of legal liability incurred by **You**
- 3 at **Your** request
  - A) any principal
  - B) any of **Your** directors or partners
  - C) any **Person Employed**

against legal liability in respect of which **You** would have been entitled to indemnity under this **Policy** if the claim had been made against **You**

- D) the officers, committees and members of **Your** canteen, social, sports and welfare organisations and first aid, fire, ambulance, medical and security services in their respective capacities as such but this shall not include medical or dental practitioners in relation to medical services provided

- E) any of **Your** directors or partners or **Employees** in respect of private work undertaken by any **Person Employed** for such directors partners or **Employees** with **Your** prior consent

provided that such people shall keep to the terms, conditions and limitations of this **Policy** so far as they can apply.

## Policy

The policy wording (along with the **Schedule** and **Statement of Fact**) which forms part of the legal contract between **You** and **Us**.

## Production or Use of Nuclear Material

The production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling or disposal of **Nuclear Material**.

## Property

Material Property but shall not include **Data**.

## Property Insured

**Permanent and Temporary Works, Own Plant and Hired-in Plant** for which **You** are responsible all as defined in the **Policy** and where shown as included in the **Schedule**.

## Qualified Person

Any **Employee(s)** aged over 18 years who holds the relevant certificates or qualifications applicable to the treatments provided laid down by the governing body for that treatment and has a minimum of 2 years experience.

## Schedule

The document providing details of the various Insurances which are included in **Your Policy** together with the levels of cover applying under each.

## Speculative Development

Property built for sale or letting by **You** other than under a **Contract** for a principal.

## Statement of Fact

The document setting out information provided by **You** or **Your** representative as being relevant to the cover that has been applied for. It also includes assumptions **We** have made about factual circumstances relevant to the cover and which are confirmed by **You** as true and correct.

## Substantial Completion

A building shall be deemed to be substantially complete when the work remaining relates only to the prospective purchaser's or tenant's choice of decoration, fixtures and fittings.

## Sudden Pollution or Contamination Incident

Pollution or contamination of buildings or other structures or of water or land or of the atmosphere caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place happening anywhere in the world other than the **United States of America** during the **Period of Insurance**. Provided that all pollution or contamination which arises out of one Sudden Pollution or Contamination Incident shall be considered by **Us** for the purposes of this **Policy** to have occurred at the time such incident takes place.

## Sum Insured

Value shown in the **Schedule** which represents the maximum amount **We** will pay.

In respect of **Buildings** and **General Contents** the **Sum Insured** is the **Declared Value** plus an allowance for inflation during the **Period of Insurance** and in the event of a claim the period of reinstatement.

## Temporary Buildings

Temporary buildings including internal fixtures and fittings for use in connection with the **Contract**.

## Territorial Limits

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

## Tools and Equipment

Hand tools and hand held portable power tools and portable computers and ancillary equipment and portable telecommunications equipment belonging to **You** or any **Employee** or for which **You** are responsible.

## United States of America

United States of America or any other territory within its jurisdiction.

## Water Table Level

The level below which the ground is completely saturated with water.

## We/Us/Our

Royal & Sun Alliance Insurance Ltd  
St Mark's Court  
Chart Way  
Horsham  
West Sussex  
RH12 1XL

## You/Your/Yours/Yourselves

The Policyholder shown in the **Schedule**.

# Liabilities Insurance

THIS INSURANCE SECTION ONLY APPLIES  
WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## Section 1 Employers' Liability

### What is covered

Any **Person Entitled to Indemnity** is covered

- 1 against legal liability for damages in respect of **Injury** of any **Person Employed** caused during any **Period of Insurance**
  - A) in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
  - or
  - B) while temporarily outside these territoriesarising out of and in the course of employment by **You** in the **Business**
- 2 in respect of
  - A) claimants costs and expenses which **You** are legally liable to pay in connection with any claim
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

### What is not covered

#### 1 Radioactive Contamination

Any legal liability directly or indirectly caused by, or contributed to by, or arising from

- A) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel
- or
- B) the radioactive, toxic, explosive or other dangerous properties of any nuclear assembly or any part of it

where the legal liability is

- i) that of any principal
- ii) accepted under an agreement without which the legal liability would not exist.

#### 2 Road Traffic Legislation

Any legal liability for **Injury** in respect of which **You** are required to arrange insurance or security in accordance with road traffic legislation.

#### 3 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction.

# Extensions to Section 1

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend Court as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

#### 2 Unsatisfied Court Judgements

If an **Employee** or their personal representative is awarded damages for **Injury** in any Court situated in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man which is not paid, in whole or in part, after 6 months, **We** will, at **Your** request, pay the amount of the judgement provided that

- A) the damages are awarded against a company or individual operating from premises in **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man
- B) the **Injury** was caused during any **Period of Insurance** in the course of employment by **You**
- C) there is no on-going, planned or outstanding appeal
- D) the **Employee** or their personal representative shall assign the judgement to **Us**.

#### 3 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

### What is not covered

## Employers' Liability – How We settle claims

### How We settle claims for Your legal liabilities to Persons Entitled to Indemnity

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

### The most We will pay

**Our** liability for **Injury** and costs and expenses payable in respect of any one **Event** will not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** applying to Terrorism (as shown in the **Schedule**), Terrorism means

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

### Our right to pay the full limit at any time

In respect of any one **Event**, **We** may pay the **Limit of Indemnity** shown in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and be under no further liability.

### Parties to the contract of insurance

The total amount payable by **Us** in respect of all damages, costs and expenses arising out of all claims during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 1 (Employers' Liability) in **Your Schedule**.

For the purposes of the **Limit of Indemnity** all of the **Persons Entitled to Indemnity** under 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 **Us** and **You**.



## Section 2 Public Liability/ Products Liability

**THIS INSURANCE SECTION ONLY APPLIES  
WHERE SHOWN AS INCLUDED IN THE SCHEDULE**

### What is covered

Any **Person Entitled to Indemnity** is covered

- 1 up to the **Limit of Indemnity** against legal liability for damages in respect of
  - A) accidental **Injury** of any person
  - B) **Damage to Property**
  - C) accidental nuisance, accidental trespass to land or goods, or accidental interference with any easement, right of air, light, water or way
  - D) wrongful arrest or false imprisonment

happening during any **Period of Insurance** in connection with the **Business**
- 2 in respect of
  - A) claimants' costs and expenses which **You** are legally liable to pay in connection with any claim under **1** above
  - B) the costs of legal representation at any coroner's inquest or inquiry in respect of any death
  - C)
    - i) costs of legal representation at proceedings in any Court arising out of any alleged breach of statutory duty resulting in **Injury** including the defence of any criminal proceedings brought against **You** or **Your** director or partner or **Employee** for an offence of Corporate Manslaughter or Corporate Homicide or a breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
    - ii) costs and expenses of legal representation at any appeal against conviction if in the opinion of Counsel (appointed by mutual consent) such appeal could be contested with the probability of success
  - D) all other legal costs and legal expenses in relation to any matter which may form the subject of a claim for indemnity under this Insurance Section

incurred with **Our** prior written consent.

### What is not covered

#### 1 Mechanical Vehicles

Any legal liability arising from or out of the ownership possession or use by or on behalf of **You** or any **Person Entitled to Indemnity** of any

- A) mechanically propelled vehicle other than legal liability arising out of
  - i) the use of plant as a tool of trade on site
  - ii) the use of plant at **Your** premises
  - iii) the loading or unloading of any vehicle

except where **You** are required to arrange insurance or security in accordance with road traffic legislation, or where cover is provided by a motor insurance policy

- B) aircraft or other aerial device
- C) aerospace device
- D) hovercraft
- E) water-borne craft (other than hand-propelled or sailing craft in inland or territorial waters).

#### 2 Employers' Liability

Any legal liability for bodily injury or mental injury to or death, disease or illness of any **Person Employed** arising out of and in the course of employment by **You** in the **Business**.

#### 3 Property in Your Custody or Control

Any legal liability for **Damage** to any **Property** which belongs to or is held in trust by or is in the custody or control of **You** other than

- A) **Your** directors', partners', **Employees**' or visitors' personal effects including vehicles and their contents
- B) premises and their contents which are not owned, leased or rented to **You** at which **You** are working in connection with **Your Business**
- C) premises and their fixtures and fittings which are leased or rented to **You** unless the legal liability arises solely because of a contract or agreement or where the legal liability arises from an agreement to maintain insurance in respect of **Damage** to any such premises and their fixtures and fittings.

## What is covered

## What is not covered

### 4 Pollution or Contamination

Any legal liability caused by or arising out of pollution or contamination unless caused by a **Sudden Pollution or Contamination Incident**.

### 5 Product Defects and Recall

- A) Any legal liability in respect of loss of or **Damage** to any product supplied or contract work executed by **You** caused by any defect or unsuitability for its intended purpose.
- B) Any legal liability in respect of the cost of recall, removal, repair, alteration, replacement or reinstatement arising from the defect or unsuitability of any product supplied by **You** or any contract work executed by **You**.

### 6 Professional Risks

Any legal liability arising from or in connection with any advice, design or specification provided by **You** for a fee.

### 7 Contractual Liability

Any legal liability arising from or in connection with any product supplied or contract work executed by **You** where such liability has been accepted by agreement except to the extent that such liability would have attached in the absence of such agreement. This exclusion shall not apply if such agreement has been accepted by **Us** in writing.

### 8 Disposed Premises

Any legal liability for the costs of remedying

- A) any defect or alleged defect
- B) the presence of **Asbestos, Asbestos Dust or Asbestos Containing Materials**

in premises disposed of by **You**.

### 9 Fines or Penalties

Any legal liability for

- A) fines or penalties
- B) the costs of appeal against any improvement or prohibition notices
- C) fees for intervention payable under the Health and Safety Fees (Regulations) 2012
- D) compensation ordered or awarded by a Court of Criminal Jurisdiction
- E) aggravated, exemplary or punitive damages awarded by any Court outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

## What is covered

## What is not covered

### 10 Fear of Asbestos

Any legal liability for mental injury or fear of suffering bodily injury, death, disease or illness arising out of actual or suspected exposure to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

### 11 Asbestos Removal Costs

Any legal liability for the costs of management (including those of any persons under any statutory duty to manage), removal, repair, alteration, recall, replacement or reinstatement of any property or part thereof arising out of the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

### 12 Aircraft Products

Any legal liability arising from **Aircraft Products**.

### 13 Contribution

**Your Contribution** as shown in the **Schedule** in respect of

- A) the claimants damages
- B) the claimants costs and expenses.

### 14 Cyber

Any legal liability for mental injury arising from

- A) loss destruction or corruption of **Data**
- B) appropriation transmission use access to storage or modification of **Data**
- C) the reduction in or loss of ability to use access process transmit modify or store **Data**
- D) misinterpretation or misuse of **Data**.

## Extensions to Section 2

### THIS INSURANCE ALSO COVERS

#### What is covered

##### 1 Cross Liabilities

If there is more than one Policyholder specified in the **Schedule** this Section will apply separately to each one as if a separate **Policy** had been issued to each

Provided that **Our** total amount payable does not exceed the **Limit of Indemnity** stated in the **Schedule**.

##### 2 Compensation for Court Attendance

If **We** require any director, partner or **Employee** of **Yours** to attend **Court** as a witness in connection with a claim **We** will pay **You** the amount shown below

- A) for any director or partner of **Yours** £500 per day
- B) for any **Employee** £250 per day.

##### 3 Contingent Motor Liability

**Your** legal liability to pay damages and/or costs resulting from

- A) **Injury** to others, or
- B) **Damage** to **Property** belonging to others

arising out of the use of any motor vehicle by an **Employee** in the course of the **Business** which is not **Your Property** nor provided by **You**.

##### 4 Personal Legal Liabilities whilst Overseas

**We** will cover **You** or at **Your** request **Your** directors, partners, **Employees** or any family member accompanying them for legal liabilities in a personal capacity whilst temporarily outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man in connection with the **Business**.

##### 5 Data Protection Act

**We** will provide an indemnity to **You** and if **You** so request any **Employee** or director or partner of **Yours** against legal liability to pay damages for damage or distress as described in United Kingdom Data Protection laws or under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or under any replacement legislation in respect of any of the foregoing

**We** will also pay claimant's costs and expenses which **You** are legally liable to pay in connection with any claim incurred with **Our** prior written approval

Provided that **You** have paid the appropriate fee under the Data Protection (Charges and Information) regulations 2018 or are exempt from doing so.

#### What is not covered

- 1 **Damage** to the vehicle or its contents.
- 2 Any legal liability caused while the vehicle is being driven by **You**.
- 3 Where cover is provided by any other insurance policy.
- 4 Any legal liability caused while the vehicle is being driven outside of **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.
- 1 Any legal liability arising out of
  - A) the ownership or occupation of land or buildings
  - B) where cover is provided by any other insurance policy
  - C) all exclusions shown under 'What is not covered'.
- 1 Any amount in excess of £1,000,000 in the aggregate in any one **Period of Insurance**
- 2 The payment of fines or penalties
- 3 The costs of notifying any person regarding loss of **Data**
- 4 The costs of replacing reinstating rectifying erasing blocking or destroying **Data**
- 5 Any liability arising from or caused by a deliberate or intentional act or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by **You** or any other person having regard to the nature and circumstances of such act or omission
- 6 Any claim which arises out of circumstances notified to previous insurers or known to **You** at the inception of this **Policy**
- 7 Any legal liability where indemnity is provided by any other insurance or elsewhere in this **Policy**.

## What is covered

### 6 Defective Premises Act

**Your** legal liability in respect of **Injury** or **Damage** to **Property** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

### 7 Temporary Workers

If **You** engage **Persons Employed** on a temporary basis **We** will include such workers without additional charge provided that the combined total number of days during which such workers are engaged does not exceed 50 days in any one **Period of Insurance** in respect of all temporary **Persons Employed**.

## What is not covered

## Public Liability/Products Liability – how We settle claims

### How We settle claims for Your legal liabilities to third parties

Subject to the terms and conditions of **Your Policy**, **We** will pay the amount of any damages and costs which a Court has ordered **You** to pay or which **You** have (with **Our** written consent) agreed to pay, in addition to any costs that **You** have incurred with **Our** written consent.

**Your Contribution** as shown in the **Schedule** is payable before **We** will be liable to make any payment.

### The most We will pay

In respect of any one **Event** the most **We** will pay is the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all **Events** happening during any one **Period of Insurance** in respect of products supplied the most **We** will pay is the **Limit of Indemnity** in respect of Products shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

In respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** in respect of pollution or contamination of buildings, other structures, water, land or atmosphere the most **We** will pay is the **Limit of Indemnity** in respect of Pollution shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

### Our right to pay the full limit at any time

In respect of any one **Event** **We** may pay the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims arising from the **Event** can be settled. **We** will then relinquish control of such claims and have no further liability in respect of them except for any further costs and expenses for which **We** are liable under this **Policy** and which were incurred by **You** prior to the date of such payment.

### Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all incidents considered by **Us** to have occurred during any one **Period of Insurance** consequent on or attributable to one source or original cause irrespective of the number of **Persons Entitled to Indemnity** having a claim under this **Policy** consequent on or attributable to that one source or original cause shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

The most **We** will pay in respect of all damages arising out of all claims during any one **Period of Insurance** irrespective of the number of sources or original causes of such claims and irrespective of the number of **Persons Entitled to Indemnity** having claims under this **Policy** in respect of those sources or original causes shall not exceed the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled to Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.

## United States of America Claims

In respect of claims happening or where a claim is brought in the **United States of America** all costs and expenses of the claimant and the costs and expenses (incurred by **Us** or with **Our** written consent) of any **Person Entitled to Indemnity** are included within the **Limit of Indemnity** shown under Section 2 (Public Liability/Products Liability) in **Your Schedule**.

## Section 3 Legal Defence Costs

**THIS INSURANCE SECTION ONLY APPLIES  
WHERE SHOWN AS INCLUDED IN THE SCHEDULE**

### What is covered

#### Part A

Criminal Proceedings relating to Health and Safety at Work in respect of duties to **Your Employees**.

**We will pay**

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

- ii) the health, safety and welfare of a director, partner or **Person Employed**.

#### Part B

Criminal Proceedings relating to Health and Safety at Work in respect of duties to members of the public and to Consumer Protection and Food Safety.

**We will pay**

- 1 legal costs and expenses incurred with **Our** written consent
- 2 costs awarded against **You** or any director, partner or **Person Employed**

in respect of criminal proceedings or an appeal against a conviction for an offence which is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

The proceedings must relate to

- A) i) a breach of the Health and Safety at Work Act etc. 1974 or the Health and Safety at Work (Northern Ireland) Order 1978

and

- ii) the health, safety and welfare of any person other than a director, partner or **Person Employed**

- B) a breach of Part II of the Consumer Protection Act 1987

- C) a breach of Part II of the Food Safety Act 1990.

### What is not covered

#### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

#### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

#### 1 Fines or Penalties

- A) Fines or penalties of any kind.
- B) The costs of appeal against any improvement or prohibition notices.
- C) Fees for intervention payable under the Health and Safety Fees (Regulations) 2012.
- D) Compensation awarded by a Court of Criminal Jurisdiction.

#### 2 Other Insurances

Where cover is provided by any other insurance policy.

#### 3 Deliberate Act

Any proceedings or conviction which arise out of any deliberate act or omission by **You** or any director or partner of **Yours**, or by any **Employee** with specific responsibility for compliance with the legislation.

#### 4 Asbestos

Any costs or expenses incurred arising out of or in connection with criminal proceedings relating in any way to **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**.

## Legal Defence Costs – how We settle claims

### How We settle claims for Your legal defence costs

As long as the legal defence costs are covered under **Your Policy** **We** will pay the costs that **You** have incurred with **Our** written consent and the costs awarded against **You** and at **Your** request any of **Your** directors, partners or any **Person Employed**.

### Special Provision

**We** shall pass notification to an independent third party service provider with whom **We** have an agreement and which shall administer the claim on **Our** behalf.

### The most We will pay

Irrespective of the number of **Persons Entitled to Indemnity** the most **We** will pay in any one **Period of Insurance** for legal defence costs is the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

### Our right to pay the full limit at any time

**We** may pay the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule** (less any sums already paid or incurred) or any lesser amount for which any claims **You** have notified to **Us** can be settled. **We** will then relinquish control of such claims and be under no further liability in respect of legal defence costs. **We** shall pass notification of any claim for legal defence costs to the third party provider approved by **Us**.

### Parties to the contract of insurance

If **We** have to provide cover for more than one person **Our** liability will not be more than the **Limit of Indemnity** shown under Section 3 (Legal Defence Costs) in **Your Schedule**.

For the purposes of the **Limit of Liability** all the **Persons Entitled To Indemnity** under **Your Policy** shall be treated as one party or legal entity so that there will be only two parties to the contract of insurance namely **Us** and **You**.



# Tools and Equipment Insurance

THIS INSURANCE ONLY APPLIES WHERE  
SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

- 1 **Damage to Tools and Equipment.**

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits**.
- 3 Any claim in excess of the Per Person Limit shown in the **Schedule**.
- 4 Any **Property** that is insured on another policy.
- 5 **Damage due to theft or attempted theft of unattended Tools and Equipment** from any vehicle left unattended for the night other than where the vehicle
  - A) is kept in a securely locked garage or compound
  - or
  - B) has in full and effective operation
    - i) an automatically activating immobilizer and
    - ii) an automatically setting security alarm installed and certified by a Vehicle Security Inspection Board accredited installer. Such alarm must comply with Thatcham Category 2 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle.
- 6 **Damage due to theft or attempted theft of unattended Tools and Equipment** unless the **Property** is
  - A) concealed out of sight in a securely locked vehicle and all windows and sunroofs are fully closed and all doors and other means of access to the vehicle including the boot are locked
  - or
  - B) contained in a securely locked trailer or room and there is evidence of forcible or violent entry or access to the vehicle, trailer or room.
- 7 **Damage** caused by delay, confiscation or detention by order of any Government or Public Authority.
- 8 **Damage** as a result of any person obtaining any **Property** by deception.
- 9 **Damage** caused by pollution or contamination.
- 10 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 11 **Damage to Property** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 12 **Damage** commencing prior to the granting of cover under this Insurance.
- 13 **Damage** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

## What is covered

## What is not covered

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance

- C) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- D) change in temperature, colour, flavour, texture or finish
- E) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

- 14 **Damage** to any **Tools and Equipment** let out on hire.
- 15 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.

## Extension to Cover – Tools in Vehicle Overnight

IF TOOLS IN VEHICLE OVERNIGHT IS SHOWN AS INCLUDED IN THE SCHEDULE THIS INSURANCE ALSO COVERS

### What is covered

- 1 Tools in Vehicle Overnight

Exclusion 5 of 'Tools and Equipment Insurance' is deleted.

### What is not covered

- 1 Your Contribution as shown in the Schedule.

## Tools and Equipment Insurance – how We settle claims

If **Tools and Equipment** suffer **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

**We** will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

### Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

# Business Equipment and Business Stock Insurance

THIS INSURANCE ONLY APPLIES WHERE  
SHOWN AS INCLUDED IN THE SCHEDULE

## What is covered

- 1 **Damage to Business Equipment**
- 2 **Damage to Business Stock**

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 Any item with a value in excess of £2,500.
- 3 Any item left in or on any unattended vehicle for the night except where such vehicle is left closed and locked and either
  - A) garaged in a building which is securely closed and locked
  - or
  - B) parked in a compound secured by locked gates.
- 4 **Damage** by theft from any unattended vehicle unless
  - A) the **Property Insured** is concealed in a glove compartment or locked luggage compartment
  - and
  - B) all points of access to the vehicle are locked or the vehicle is stolen at the same time.
- 5 **Damage to Property Insured** resulting from its undergoing any process of production, packing, treatment, testing, commissioning, servicing or repair.
- 6 **Damage** to vehicles licensed for road use (including attached accessories), caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft.
- 7 Any **Property** that is insured on another policy.
- 8 **Damage** caused by
  - A) delay, confiscation or detention by order of any Government or Public Authority
  - B) counterfeit, substitute or foreign coins.
- 9 **Damage** as a result of any person obtaining any **Property** by deception.
- 10 **Damage** occurring outside the **Territorial Limits**.
- 11 **Damage** caused by pollution or contamination.
- 12 **Damage** caused by disappearance, unexplained or inventory shortage, misfiling or misplacing of information.
- 13 **Damage** commencing prior to the granting of cover under this Insurance.
- 14 **Damage** caused by
  - A) its own faulty or defective design or materials
  - B) inherent vice, latent defect, wear and tear, depreciation, gradual deterioration or gradually operating cause, frost or change in the **Water Table Level**

but not subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

## What is covered

## What is not covered

### 15 **Damage** caused by

- A) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin, pests or insects
- B) change in temperature, colour, flavour, texture or finish
- C) mechanical or electrical breakdown, failure or derangement

but not such **Damage** or subsequent **Damage** which itself results from other **Damage** which is covered by this Insurance.

### 16 **Damage** to **Money** and securities of any description.

## Business Equipment and Business Stock Insurance - how We settle claims

If any of the **Property Insured** suffers **Damage** as covered under this Insurance **We** will pay **You** the amount of loss or at **Our** option reinstate or replace such **Property Insured** provided that **Our** liability shall not exceed the applicable **Sum Insured** shown in the **Schedule**.

**We** will pay **You** the cost of reinstatement which is

- 1 the cost of replacement by similar **Property** where the **Property Insured** is destroyed
- 2 the cost of repairing or restoring the damaged portions where the **Property Insured** is damaged

all to a condition substantially the same but not better or more extensive than its condition when new.

## Other considerations when settling any claims under this Insurance

### Partial Damage

Where **Damage** occurs to only part of the **Property Insured** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property Insured** been wholly destroyed.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

# Contractor's All Risks Insurance

THE FOLLOWING INSURANCE SECTIONS  
ONLY APPLY WHERE THEY ARE SHOWN  
AS INCLUDED IN THE SCHEDULE

## What is covered

### Section 1 – Contract Works

- 1 **Damage** to the **Permanent and Temporary Works** for which **You** are responsible occurring
  - A) on the **Contract** site
  - B) in transit by road, rail or inland waterway to or from the **Contract** site.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits**.
- 3 **Contracts in excess of the Sum Insured**  
**Damage** to **Permanent and Temporary Works** which are the subject of any **Contract** with a value at commencement in excess of the **Sum Insured** shown in the **Schedule**.
- 4 **Existing Structures**  
**Damage** to any property forming or which formed the whole or part of any building or structure existing prior to the start of the **Contract**.
- 5 **Completion**  
**Damage** to the permanent works or any part of them
  - A) in respect of which a Certificate of Completion has been issued by or to **You** or
  - B) which has been completed and handed over or
  - C) which has been taken into use with **Your** permission for a purpose other than for the performance of the **Contract** or
  - D) which on a **Speculative Development** arises after **Substantial Completion**.except as provided by Extensions to Cover 1.
- 6 **Defective Property**  
The cost of repairing, replacing or rectifying **Defective Property** or **Permanent and Temporary Works** which relies for its support or stability on any **Defective Property**.
- 7 **Penalties under Contract**  
Penalties under **Contract** for delay or non-completion or any loss caused by or arising from such penalties.
- 8 **Relief under Contract**  
**Damage** for which **You** are relieved of responsibility under any contractual agreement.
- 9 **Non-Ferrous Metals**  
Theft of unfixed non-ferrous metals of any description unless
  - A) an authorised **Employee** or agent appointed by **You** is on the **Contract** site at the time of the theftor
  - B) such property is contained within a securely locked hut or building.



## What is covered

### Section 2 – Own Plant

- 1 **Damage to Own Plant** occurring whilst in **Your** custody and control.

## What is not covered

### 10 Nuclear Site Risks

**Damage to Nuclear Material** or any constructional work including decommissioning in or of any building, plant, equipment or other property which has been used is used or is designated to be used for the **Production or Use of Nuclear Material** without **Our** prior agreement.

- 1 **Your Contribution** as shown in the **Schedule**.

- 2 **Damage** occurring outside the **Territorial Limits** or at any **Contract** site not insured by this **Policy**.

### 3 Plant Offsite

**Damage to Own Plant** while such property is away from any **Contract** site unless it is temporarily

- A) stored in a locked premises, compound or garage or
- B) in transit but excluding
  - i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
  - ii) any loss from any vehicle which is away from the site of any **Contract** between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.

### 4 Breakdown

**Damage** to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.

### 5 Motor Vehicles

**Damage to**

- A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
- B) any mechanically propelled vehicle or plant that is otherwise insured

but not **Damage** to any mechanically propelled vehicle or plant which at the time of the **Damage** is being used at the **Contract Site** as a tool of trade or while it is being carried to or from such site.

### 6 Airborne or Waterborne Risks

**Damage** to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.

## What is covered

### Section 3 – Hired-In Plant

- 1 **Your** legal liability under the terms of **Your** hiring agreement to pay compensation for **Damage** to **Hired-In Plant** whilst in **Your** custody and control.

## What is not covered

- 1 **Your Contribution** as shown in the **Schedule**.
- 2 **Damage** occurring outside the **Territorial Limits** or at any **Contract** site not insured by this **Policy**.
- 3 **Plant Offsite**  
**Damage** to **Hired-In Plant** while such property is away from any **Contract** site unless it is temporarily
  - A) stored in a locked premises, compound or garage or
  - B) in transit but excluding
    - i) theft from an unattended vehicle unless all doors, windows or other points of access have been closed and locked, security devices have been correctly set and all keys removed
    - ii) any loss from any vehicle which is away from the site of any **Contract** between the hours 18:00 and 08:00 unless such vehicle is contained in a securely locked building or guarded security park.
- 4 **Breakdown**  
**Damage** to any item of machinery, plant, tools or equipment caused by its own breakdown or explosion.
- 5 **Motor Vehicles**  
**Damage** to
  - A) any mechanically propelled vehicle or plant for which a certificate of insurance or security is required in accordance with the applicable Road Traffic Act
  - B) any mechanically propelled vehicle or plant that is otherwise insured
 but not **Damage** to any mechanically propelled vehicle or plant which at the time of the **Damage** is being used at the **Contract Site** as a tool of trade or while it is being carried to or from such site.
- 6 **Airborne or Waterborne Risks**  
**Damage** to any waterborne craft or anything intended to be waterborne or aircraft or other aerial devices or any property in or on.

## What is covered

## What is not covered

THIS INSURANCE ALSO DOES NOT COVER IN RESPECT OF SECTIONS 1, 2 AND 3

### 1 Normal Upkeep

The cost of normal upkeep or normal making good.

### 2 Wear and Tear

The costs making good by reason of wear, tear, rust, mildew or other gradual deterioration.

### 3 Money

**Damage** to deeds, bonds, bills of exchange, promissory notes, cash, bank notes, cheques, securities for money or stamps.

### 4 Disappearance or Shortage

**Damage** to **Property Insured** either by disappearance or by shortage if such disappearance or shortage is only revealed when an inventory is made or is not traceable to an identifiable **Event**.

### 5 Failure of a System

**Damage** caused directly or indirectly by any failure of a system resulting in **Damage** (whether direct or indirect) to any such system or to any other **Property Insured** unless **Damage** results from a **Defined Peril**.

# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Maintenance or Defects Liability Period and I.C.E. Standard Conditions of Contract

We will cover **You** for **Damage** to the permanent works or any part of them during

- A) any maintenance or defects liability period not exceeding 12 months duration or as otherwise specified in the **Schedule** but only in respect of **Damage** for which **You** are liable arising from a cause occurring prior to the commencement of the maintenance period
- B) a period of 14 days after the Engineer has issued a Certificate of Completion where required under Clause 21 of the Institute of Civil Engineers' Contract Conditions (Fifth Edition) if applicable (or any subsequent revision or substitution thereof)

or for **Damage** to

- i) work actually being undertaken during such maintenance period solely in connection with **Your** obligations under the **Contract** to remedy a defect or complete any snagging list and
- ii) any constructional plant insured under Section 2 or 3 for use in connection with such work.

#### 2 Offsite Storage

(applicable to Section 1 only)

Materials or goods designated for incorporation in the **Permanent and Temporary Works** while temporarily held in storage away from the site of the **Contract** up to the point of their incorporation in the works.

#### 3 Contract Price Increase

(applicable to Section 1 only)

If the final price of the **Contract** exceeds the **Sum Insured** shown in the **Schedule** for **Permanent and Temporary Works** then the **Sum Insured** shall be increased proportionately.

#### 4 Immobilised Plant

(applicable to Sections 2 and 3 only)

The cost of recovery or withdrawal of **Own Plant** or **Hired-In Plant** which is unintentionally immobilised.

### What is not covered

1 Materials or goods being worked on in order to complete the contract.

2 Any amount in excess of 15% of the **Sum Insured** for **Permanent and Temporary Works** shown in the **Schedule** or £25,000 whichever is the lower amount in respect of materials and goods stored at any one location.

This limit does not apply where and to the extent that it is necessary for **You** to comply with Clauses 16 and 30.3 of the JCT Conditions of Contract or Clause 54(3) of the ICE Form of Contract or any equivalent contract conditions.

1 Any amount exceeding 125% of the **Sum Insured** for **Permanent and Temporary Works** shown in the **Schedule**.

1 Recovery or withdrawal necessitated solely by reason of electrical or mechanical breakdown or derangement.

## What is covered

### 5 Other Interests

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

### 6 Indemnity to Principals

**We** will indemnify any employer or principal of **Yours** in respect of the cover provided by this Insurance but only to the extent required by the contract between **You** and such employer or principal provided that the employer or principal shall observe and be subject to the terms, exceptions and conditions of the insurance in so far as they can apply.

## What is not covered

## Contractor's All Risks Insurance – how We settle claims

If any of the **Property Insured** described in the **Schedule** suffers **Damage** as covered under this Insurance during the **Period of Insurance** **We** will pay **You** the amount of loss or at our option repair, reinstate or replace such **Property** provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

## How We settle claims for Damage to Contract Works

As long as the **Damage** is covered under this **Insurance** **We** will pay **You**

### Cost A

**The cost of repair, reinstatement or replacement** by similar **Property** less an appropriate deduction for wear and tear.

### Cost B

**The cost of complying with Public Authorities** requirements which is the additional cost of reinstatement of the **Property** incurred with **Our** consent in complying with Building Regulations or local authority or other statutory requirements first imposed upon **You** following the **Damage**

provided that

- 1 the reinstatement is completed within twelve months of the occurrence of the **Damage** or
- 2 within such further time as **We** may allow in writing

excluding

- 1 the cost of compliance with any of the above regulations or requirements relating to undamaged **Property** or undamaged portions of **Property** other than foundations
- 2 any rate, tax, duty, development or other charge or assessment which may arise out of capital appreciation as a result of complying with any of the above regulations or requirements.

### Cost C

**The cost of removing debris** which is the cost incurred with **Our** consent in

- 1 removing and disposing of debris
- 2 dismantling or demolishing
- 3 shoring up or propping
- 4 cleaning or repairing drains and service mains on site

of the portion or portions of the **Permanent and Temporary Works** subject to **Damage**

excluding any costs or expenses arising from pollution or contamination of **Property** not insured by this Insurance.

### Cost D

**The cost of professional fees** which are architects', surveyors and consulting engineers' fees necessarily incurred in the repair, reinstatement or replacement of the **Permanent and Temporary Works**

excluding fees

- 1 incurred for preparing any claims
- 2 that exceed those authorised under the scales of the various institutes and bodies regulating such charges.

## How We settle claims for Damage to Own Plant and Hired-In Plant

As long as the **Damage** is covered under this Insurance **We** will pay **You** the cost of repair, reinstatement or replacement by similar **Property** less an appropriate deduction for wear and tear provided that **Our** liability shall not exceed the applicable **Sum Insured** or **Limit of Liability** shown in the **Schedule**.

## Other considerations when settling any claims under this Insurance

### Automatic reinstatement after a loss

If any of the **Property Insured** described in the **Schedule** suffers **Damage** other than by Theft the **Sum Insured** shall be reduced in whole or in part by the amount of any such **Damage**

In the absence of written notice by **You** or **Us** to the contrary within 30 days of the occurrence of any **Damage**, **Our** liability shall not be reduced by the amount of any loss

Provided that

1. **You** shall pay the appropriate additional premium for such automatic reinstatement of cover if required by **Us**
2. **We** will not be liable in respect of any one **Event** for more than the **Policy Sum Insured** or other **Limit of Liability**
3. any **Limit of Liability** described as applying in the aggregate during the **Period of Insurance** shall not be reinstated
4. **You** shall take immediate steps to effect additions to or variations in the protections of the **Property Insured** as **We** may require.

### Partial Damage

Where **Damage** occurs to only part of the **Property** **Our** liability shall not exceed the amount which **We** would have been liable to pay had the **Property** been wholly destroyed.

### Plans and documents in support of the claim

**You** shall at **Your** own expense produce and provide **Us** with all such plans, documents, books and information as **We** may reasonably require.

### Sub-Contract Works

For any **Contract** where **You** are acting as the main contractor a Certificate of Completion will be deemed not to apply to a Certificate of Completion issued in respect of sub-contract work or works where such a certificate transfers responsibility for such works to **You**.

### Series Losses

Where **Damage** of or to the **Property Insured** on any one **Contract** site arises during any one period of 72 consecutive hours caused by storm, tempest, flood or earthquake it shall be deemed to be a single **Event** and constitute one loss with regard to the application of **Your Contribution**.

### Defective Property

**Property Insured** shall not be regarded as having suffered **Damage** solely by virtue of the existence of **Defective Property**.

### Expediting Expenses

The cost of replacement or repair or reinstatement payable under this Insurance shall subject to **Our** written consent include the additional costs of overtime, weekend and shift working, plant hire charges or express delivery (including air freight) necessarily incurred in expediting repair, reinstatement or replacement of such **Damage** up to £50,000 in respect of any one occurrence of **Damage**.

### Rights of Recovery

Any claimant under this **Policy** shall at **Our** request and at **Our** expense take and permit to be taken all necessary steps in **Your** name for enforcing rights against any other party before or after any payment is made by **Us**.

**We** will not pursue any rights against

- 1 any company being parent of or subsidiary to **You** or any company which is a subsidiary of a parent company of which **You** are also a subsidiary in each case within the meaning of Sections 736 and 744 of the Companies Act 1985 or Articles 2 and 4 of the Companies (Northern Ireland) Order 1986
- 2 any sub-contractor engaged by **You** if the **Contract** is being performed under the JCT Standard Forms of Building Contract incorporating the 1986 Amendments to the Insurance and Related Liability Provisions (or the equivalent thereof) but this shall only apply to the extent that such waiver of subrogation is required in the above mentioned Amendments and only in so far as such waiver is required by the sub-contract.

## Requirements which You must comply with to benefit from cover under this Insurance

### Cessation of Work

If from any cause work ceases on the site of the **Contract** for a continuous period in excess of 30 days **You** must tell us immediately in writing and provide us with the details of work completed and outstanding. On receipt of such notice **We** may at **Our** discretion agree to continue this Insurance at special terms to be agreed.

### Access to the Property Insured

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

### Reasonable Care

On the happening of any **Damage** **You** shall take all reasonable care to do or permit to be done everything that is reasonably practicable to avoid or reduce the **Damage** and to prevent repetition.

# Personal Accident Insurance

## THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

### What is covered

We will pay **You** the appropriate Benefit if during the **Operative Time** as shown in the **Schedule** an **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death or **Disablement**.

The appropriate Benefit below is payable in accordance with the amounts per Employee Type detailed in the **Schedule**, subject to the **Aircraft Accumulation Limits** and **Maximum Incident Limit** shown.

#### Benefits

- 1 Death
- 2 **Loss of Limb or Loss of Eye**
  - A) two or more limbs or both eyes or one of each
  - B) one limb or one eye
- 3
  - A) Permanent total loss of speech
  - B) Permanent total loss of hearing in both ears
  - C) Permanent total loss of hearing in one ear
- 4 Permanent Total Disablement from gainful employment of any and every kind
- 5 Temporary Total Disablement from the **Insured Person's** usual occupation in the **Business**
- 6 Temporary Partial Disablement from at least 50% of the **Insured Person's** usual occupation in the **Business**.

### What is not covered

We will not pay any Benefit where bodily injury following an **Accident** is the result of or is contributed to by

#### 1 Activities

the **Insured Person** engaging in or practicing for any of the following excluded activities

- A) flying other than as a passenger
- B) motorcycling as a rider or passenger
- C) parachuting
- D) racing other than on foot or in dinghies
- E) winter sports other than curling or skating.

#### 2 Conditions

- A) the **Insured Person** committing or attempting to commit suicide or as a result of self inflicted injury
- B) post traumatic stress disorder or any psychological or psychiatric condition (not resulting from bodily injury following an **Accident**)
- C) the **Insured Person** having a physical or mental defect of any sort which was known to them when the **Policy** was issued or at renewal unless the defect has been notified to and been accepted in writing by **Us**
- D) any sickness or disease or any naturally occurring condition or degenerative process or the result of a gradually operating cause.

#### 3 Terrorism

any act including but not limited to the use of force or violence and/or threat thereof 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.

#### 4 Radioactive Contamination

radioactive contamination (not resulting from bodily injury following an **Accident**).



## What is covered

## What is not covered

- 5 A) the **Insured Person** being permanently seconded overseas or seconded to the UK from overseas on a temporary basis
- B) any **Business** trip exceeding 31 days in duration
- C) regular visits to overseas installations
- D) any manual work undertaken whilst travelling
- E) **Business** travel to an area of unrest (where the Foreign & Commonwealth Office advise against all travel to a particular country or an area within that country)
- F) the **Insured Person** being 75 years or older.

# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

The following extensions are payable in addition to any Benefit paid under Benefits 1- 6 of the Insurance subject to the **Maximum Incident Limit** shown in the **Schedule**.

#### 1 Medical Expenses

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the incurring of **Medical Expenses** in the treatment of the **Insured Person** **We** will pay up to 25% of any amount paid under Benefits 1 – 6 subject to a limit of £3,000 any one **Insured Person**.

#### 2 Coma Benefit

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 90 days is the sole and independent cause of the **Insured Person** being in a continuous unconscious state **We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they remain in a continuous unconscious state.

#### 3 Commuting Expenses

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** sustaining disablement from at least 50% of the **Insured Person's** usual occupation in the **Business** **We** will pay expenses for additional commuting costs necessitated to aid the **Insured Person's** return to work at **Your** request up to £50 per week up to a maximum £250 any one **Insured Person**.

#### 4 Dependents Benefit

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of Death for which Benefit 1 is paid **We** will pay an additional 2% per child provided they are

A) unmarried and dependent

and

B) under 18 years of age or under 25 years of age if in full-time education subject to a maximum of £5,000.

#### 5 Hospitalisation

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within 2 years is the sole and independent cause of the **Insured Person** being admitted to **Hospital** on the recommendation of a **Medical Practitioner** **We** will pay £25 per full 24 hours up to a maximum of 52 weeks any one **Insured Person** while they are a **Hospital** in-patient.

### What is not covered

## What is covered

### 6 Paralysis

If during the **Operative Time** the **Insured Person** sustains bodily injury following an **Accident** which within two years is the sole and independent cause of the **Insured Person** suffering paralysis **We** will pay the following Benefit

- A) total loss of use of all four limbs, bladder and rectum an additional 20% of the amount paid under Benefits 2 or 4
- B) total loss of use of two legs, bladder and rectum an additional 10% of the amount paid under Benefit 2 or 4.

## What is not covered

## Personal Accident Insurance - how We settle claims

Benefit shall not be payable in respect of any one **Insured Person** under more than one of the Benefits 1 - 4 in connection with the same **Accident**.

No claim for **Disablement** shall be payable under Benefits 2 to 4 until such time as reasonable evidence has been provided to **Us** to show that such **Disablement** is permanent and that there is no reasonable expectation of recovery.

**We** will pay any amount claimed for Benefits 5 or 6 in addition to any amount claimed under Benefits 1 - 4 in connection with the same **Accident**.

Any payment under Benefits 5 or 6 will cease as soon as any Benefit is paid under Benefits 1 - 4.

If an **Insured Person** suffers Death or **Disablement** as a result of exposure to the elements **We** will consider that as having been caused by bodily injury following an **Accident**.

### The most We will pay in respect of Benefits 5 and 6

Benefits 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive.

**We** will not pay more per week than

- A) the **Insured Person's** average weekly wage in respect of Benefit 5
- B) 50% of the **Insured Person's** average weekly wage in respect of Benefit 6.

### Disappearance

In the event of disappearance of the **Insured Person** if after a reasonable period of time it is believed based on reasonable evidence available at the relevant time that death has occurred as a result of bodily injury following an **Accident** the benefit amount of Benefit 1 shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such amount shall be refunded to **Us**.

### Minors

If the **Insured Person** is under the age of 16

- A) the maximum amount We will pay in respect of Benefit 1 will be limited to a maximum of £10,000
- B) no amount will be payable under Benefit 5 or 6.

## Other considerations when settling claims under this Insurance

### Assignment

**We** will not be bound to accept or be affected by any trust, charge, lien, assignment or other dealing with or relating to this Insurance.

### Interest

Interest will not be added to any amount paid under this Insurance.

### Other Interests

**Your** receipt shall discharge **Our** liability to pay any amount in respect of a claim. The **Insured Person** or the **Insured Person's** personal representatives shall have no right to claim from or sue **Us**. If there is more than one Policyholder specified in the **Schedule** having an interest in the **Insured Person** the settlement made by **Us** shall represent the total amount payable in respect of that **Insured Person** for all interests covered by this Insurance

# Legal Expenses Insurance

THIS INSURANCE ONLY APPLIES WHERE SHOWN AS INCLUDED IN THE SCHEDULE

## Section 1 – Employment

### What is covered

- 1 The defence of any **Legal Proceedings**, brought in an employment tribunal, arising from a dispute with an **Employee**, ex-**Employee** or prospective **Employee** relating to
  - A) the contract of employment with **You**
  - B) actual or alleged breaches of their statutory rights under employment legislation
- 2 The pursuit of any **Legal Proceedings** to recover possession of premises which are owned by **You** but occupied by **Your Employee** or ex-**Employee**

provided that

- i) **You** have sought and followed advice from **Our** Legal Advice service (details of which are contained in the Customer Care page) before materially changing or attempting to change the particulars of an **Employee's** contract of employment or dismissing an **Employee** (whether or not by reason of redundancy)
- ii) **You** agree to appoint **Our Administrator's** approved consultant as **Your Appointed Representative** in accordance with Requirement 4 A) i).

### What is not covered

- 1 Any amount in excess of the £100,000 for **Any One Claim**.
- 2 **Legal Expenses** arising from or relating to
  - A) any benefit due under a contract of employment
  - B) any payment made in respect of redundancy
  - C) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970
  - D) any claim where **You** do not appoint the **Appointed Representative** in accordance with Requirement 4 A) i)
  - E) any dispute that arises within three months of the inception of the Insurance
  - F) a dispute within the first six months of the Insurance where a warning was given to an **Employee** six months prior to the inception of the Insurance
  - G) any compensatory award made against **You** relating to
    - i) trade union activities including membership or non-membership
    - ii) pregnancy, maternity or paternity rights
  - H) any award made because of **Your** failure to provide written reasons for dismissal
  - I) any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a dismissal
  - J) any awards to the extent that they relate to contractual rights accruing to the **Employee**, ex-**Employee** or prospective **Employee** prior to the actual or alleged breach of the actual or alleged contract of employment
  - K) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.
  - L) any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

## Section 2 – Prosecution

### What is covered

The defence of any **Legal Proceedings** arising from **Your** prosecution in a **Court** of criminal jurisdiction.

The cover provided under this Section will apply to any other **Insured Person** in like manner to **You** at **Your** request.

### What is not covered

- 1 Any amount in excess of the £100,000 for **Any One Claim**.
- 2 **Legal Expenses**
  - A) arising from or relating to any **Legal Proceedings** involving the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft
  - B) arising from or relating to any **Legal Proceedings** relating to any alleged deliberate or intentional act unless charges are dismissed or **You** are acquitted
  - C) incurred in a Magistrates' Court that are in excess of what would be allowed if a full Representation Order had been granted
  - D) incurred in the Crown Court that are in excess of any contribution required under the terms of the Representation Order
  - E) in respect of a claim where it is alleged that **You** have breached the terms and conditions of a Representation Order
  - F) arising from or relating to a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.
  - G) Any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

## Section 3 - Property

### What is covered

The pursuit or defence of **Legal Proceedings** relating to

- 1 the possession of freehold or leasehold **Property** owned or occupied by **You**
- 2 any negligent act, omission or nuisance caused by a third party relating to **Property** owned by **You** or for which **You** are legally responsible other than motor vehicles, aircraft or watercraft
- 3 provided that
  - A) **You** have suffered or could suffer a financial loss if **Legal Proceedings** are not pursued or defended
  - B) **You** agree to use alternative dispute resolution to attempt to settle any dispute if **Our Administrator** considers it to be appropriate
  - C) the **Property** has been disclosed to **Us** in writing.

### What is not covered

- 1 Any amount in excess of the £100,000 for **Any One Claim**.
- 2 **Legal Expenses** arising from or relating to
  - A) any review of the **Rent** payable for leasehold **Property**
  - B) the recovery of **Rent** payable
  - C) freehold title, lease, tenancy or licence disputes
  - D) mining or other subsidence or heave
  - E) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance
  - F) a contract entered into by **You**
  - G) any dispute
    - i) arising from the compulsory purchase, confiscation, nationalisation, requisition or **Damage** to any freehold or leasehold **Property**
    - ii) over restrictions or controls placed on any freehold or leasehold **Property**
    - iii) arising from actual, planned, or proposed construction, closure, adaptation or repair of roads, buildings, housing or other works by or on behalf of any government, public or local authority, except in so far as the claim relates to **Damage** arising from such activities
  - H) any dispute relating to
    - i) goods in transit
    - ii) goods lent or hired to third parties
    - iii) goods at premises other than those occupied by **You** unless they are at such premises for the purpose of installation or use in work to be carried out by **You**.
  - I) Any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

## Section 4 – Taxation

### What is covered

- 1 Entering a response to a **Full Enquiry** or **Aspect Enquiry** by HM Revenue & Customs into a self-assessment tax return following the issue of a notice under Section 9A or 12AC of the Taxes Management Act 1970 or Schedule 18 paragraph 24 of the Finance Act 1998. This includes responding at a tribunal hearing.
- 2 Entering a response to an examination by HM Revenue & Customs following an Employer Compliance Review which arose from and related to an expression of dissatisfaction with **Your** PAYE or National Insurance Contribution affairs.
- 3 An appeal against a written VAT decision or assessment issued by HM Revenue & Customs. This includes the local review procedure and any VAT Tribunal.

### What is not covered

- 1 Any amount in excess of
  - A) £5,000 **Any One Claim** for all Taxation claims that are **Aspect Enquiries**
  - B) £25,000 **Any One Claim** for all Taxation claims that are **Full Enquiries**
- 2 **Legal Expenses** arising from or relating to
  - A) any tax avoidance scheme undertaken by **You**
  - B) an enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or any investigation or enquiry by the Investigations Division of HM Revenue & Customs, the HM Revenue & Customs Internal Governance or Criminal Investigations
  - C) any investigation or inspection by HM Revenue & Customs that commenced prior to the inception of this Insurance
  - D) any work in connection with the normal reconciliation of annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or investigation arising
  - E) **Your** actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent to deceive is shown **We** shall be entitled to recover any claim settlement made in this respect
  - F) any issue of law practice, or procedure not directly connected with the particular investigation, dispute or **Legal Proceedings** which are otherwise covered under this Insurance
  - G) any enquiry arising from an enquiry into earlier year's tax return(s) or a tax return already under enquiry
  - H) enquiries into tax returns that were filed after the
- 3 statutory filing date and where no reasonable excuse has been accepted by HM Revenue & Customs for late filing
  - A) any criminal prosecution
  - B) a matter which is more specifically covered by another Insurance section of this **Policy** or would have been had it not been for an exclusion or proviso applying to that Insurance.
  - C) Any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.



## Section 5 - Contract

### What is covered

The pursuit or defence of **Legal Proceedings** arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire provision or supply of goods or services provided that

- 1 the total amount in dispute does not exceed £5,000 for **Any One Claim**
- 2 **You** entered into the contract or alleged contract during the **Period of Insurance**.

### What is not covered

- 1 Your contribution of £100
- 2 **Legal Expenses** arising from or relating to
  - A) an undisputed debt owed to **You**
  - B) any licence or franchise agreements
  - C) a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - D) the letting or tenancy of **Property**
  - E) any computer software or hardware that has been tailored by or on behalf of a supplier or **You**
  - F) the construction, extension, alteration, demolition, repair, renovation or refurbishment of any **Property**
  - G) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft.
- 3 Any cause, event or circumstance occurring prior to or existing at the inception of this **Policy** and which **You** knew, or ought reasonably to have known, may give rise to a claim by or against **You**.

# Extensions to Cover

## THIS INSURANCE ALSO COVERS

### What is covered

#### 1 Jury Service Allowance

The loss of income, salary or wages of any **Insured Person** in respect of that person's obligation to attend **Court** for jury service insofar as it is not recoverable from the relevant **Court**

provided that such attendance commences during the **Period of Insurance** and within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

#### 2 Witness Attendance Allowance

The actual loss of earnings incurred when any **Insured Person** is absent from work attending **Court** as

A) a witness for **You** at the request of the **Appointed Representative**

Or

B) a defendant

provided that a claim has been admitted under 'What is covered'.

### What is not covered

1 Any amount in excess of £10,000 in any one **Period of Insurance**

2 Any amount in excess of

£750 per day for any director or partner of **Yours**

£500 per day for any **Employee**

1 Any amount in excess of £10,000 in any one **Period of Insurance**

2 Any amount in excess of

£750 per day for any director or partner of **Yours**

£500 per day for any **Employee**

## THIS INSURANCE ALSO DOES NOT COVER (IN RESPECT OF ALL SECTIONS AND EXTENSIONS)

### Legal Expenses in respect of

1 any matter to which **Our Administrator** has not given their written consent

2 the defence of any civil **Legal Proceedings** made or brought against **You** arising from any actual or alleged

A) death, bodily injury, disease or illness of any person

B) **Damage** to any **Property** including loss of use of such **Property**

C) breach of any professional duty

D) breach of any duty owed as a director or officer of any company. This does not apply where the breach or alleged breach relates to taxation disputes covered under Section 4 – Taxation

3 any non-contentious matters

4 any fees that are in excess of the **Standard Legal Expenses** where **You** have nominated **Your** own representative to act as the **Appointed Representative**

5 any **Legal Proceedings** brought or transferred outside **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man or **Legal Expenses** incurred outside such territories

6 any **Legal Proceedings** where a reasonable estimate of the likely irrecoverable element of any **Legal Expenses** to be paid would exceed a realistic financial valuation of **Your** claim

## What is covered

## What is not covered

- 7 any **Legal Proceedings** for which **You** are covered or entitled to be covered under any other insurance policy or any policy which **You** are required to hold by law
- 8 any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this **Policy** and which **You** knew (or ought reasonably to have known) was likely to give rise to **Legal Proceedings**
- 9 any **Legal Proceedings** arising from
  - A) **Your** intentional wrongdoing
  - B) an act or omission with reckless disregard as to its consequences
- 10 any dispute between **You** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to cover at **Your** request
- 11 damages, fines or penalties of any nature incurred by **You** in **Legal Proceedings**
- 12 any VAT attaching to **Legal Expenses** incurred with **Our Administrator's** consent which is recoverable by **You**
- 13 the defence of any **Legal Proceedings** arising from or relating to **Your** actual or alleged dishonesty, fraud or malicious conduct unless such proceedings are successfully defended
- 14 the pursuit or defence of any action alleging defamation or malicious falsehood
- 15 the pursuit or defence of any **Legal Proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information
- 16 the pursuit or defence of **Legal Proceedings** between **You** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law
- 17 an application for judicial review
- 18 the defence of any **Legal Proceedings** arising from or relating to seepage, pollution or contamination of any kind
- 19 any **Legal Proceedings** arising directly or indirectly from
  - A) the transmission or impact of any virus
  - B) failure of a system

but this does not apply to any claim relating to compensation for bodily injury

## Legal Expenses Insurance - how We settle claims

We will pay the amount of **Legal Expenses** arising from any **Legal Proceedings** covered by this Insurance that

A) are notified to **Us** during the **Period of Insurance**

and

B) arise from the conduct of **Your Business**

and

C) are made by or brought against **You** or any other **Insured Person**, within the jurisdiction of a **Court** within **Great Britain**, Northern Ireland, the Isle of Man and the Channel Islands.

We may elect to pay **You** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying the **Legal Expenses**. Such a decision will be entirely at **Our Administrator's** discretion and will be in full and final settlement of **Your** claim.

In circumstances where **Our Administrator** has chosen a representative to act on **Your** behalf as detailed in Requirement 4 A) **We** will pay **Legal Expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Insurance.

Where **You** have chosen **Your** own **Appointed Representative**

i) any **Legal Expenses** incurred in providing initial assessment will only be covered where there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings** and the claim is covered under all other terms and conditions of this Insurance

ii) **We** will not pay more than **Standard Legal Expenses**.

### Acts of Parliament

All Acts of Parliament and regulations referred to in this Insurance include any subsequent amendments or re-enactments of those Acts or regulations and any equivalent legislation which is enforceable within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

# Requirements which You must comply with to benefit from cover under this Insurance

## 1 Notification of Claims

It is a requirement of this Insurance that **You** must notify **Us** in writing immediately **You** are aware of any actual or alleged act, omission or dispute which has given or may give rise to any **Legal Proceedings** involving **You**. **We** will pass notification to **Our Administrator** who will then administer claims settlement.

Where such notification has been given **We** agree to treat any subsequent **Legal Proceedings** in respect of the circumstances notified as though the **Legal Proceedings** had been made or brought during the **Period of Insurance**.

**If You fail to notify Us of any actual or alleged act, omission or dispute during the Period of Insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.**

### SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal **You** must immediately forward it to **Our Administrator** with form ET3 (Notice of Appearance By Respondent) which should be left blank. In view of the 28 days statutory time limit this must be done immediately.

**Failure to comply with this Special Procedure will result in Us not paying Your Legal Expenses claim.**

## 2 Consent

**Our Administrator's** consent to pay **Legal Expenses** must be obtained in writing. **Legal Expenses** incurred before such consent is given will not be covered.

Consent will be given if **You** can satisfy **Our Administrator** that

A) there are reasonable prospects of successfully pursuing or defending the **Legal Proceedings**

and

B) it is reasonable in all the specific circumstances of the case for **Legal Expenses** to be provided.

The decision to grant consent will take into account the advice of **Your Appointed Representative** as well as that of **Our Administrator's** own advisers. **Our Administrator** may require, at **Your** expense, an opinion of Counsel on the merits of the **Legal Proceedings**. If the claim is subsequently admitted **Your** costs in obtaining such an opinion and providing such advice will be covered under this Insurance.

If during the course of **Legal Proceedings** **You** no longer satisfy requirements 2 A) and B) above **We** may discontinue cover in respect of this claim.

If **You** decide to commence or continue **Legal Proceedings** for which **Our Administrator** has denied support under 2 A) above and **You** are successful, **We** will pay **Legal Expenses** as if **Our Administrator** had given their consent in the first instance.

## 3 Minimising Claims or Legal Proceedings

It is a requirement of this Insurance that **You** must take all reasonable measures to minimise the risk or likelihood of claims and the cost of **Legal Proceedings**. This includes, but is not limited to, **You** and **Your** agent or **Appointed Representative** complying with any pre-action protocol, costs protocol or other protocol that applies to any **Legal Proceedings** which form the basis of a claim under this Insurance.

**Failure to comply with this requirement will result in Us not paying Your Legal Expenses claim.**

## 4 Conduct of Legal Proceedings

### A) Nomination of the Appointed Representative

- i) In respect of any claim where **We** may be liable to pay an award of compensation under Section 1 or Section 5 **Our Administrator** has the right to choose the **Appointed Representative**.
- ii) In respect of all other claims covered by this Insurance

At the point where **Court** papers need to be issued or have been received or where there is a conflict of interest **You** are free to choose a suitably qualified **Appointed Representative**.

Where **You** have selected an **Appointed Representative** of **Your** own choice **We** will only pay **Standard Legal Expenses**. Any amount in excess of **Standard Legal Expenses** will be **Your** own responsibility.

In selecting the **Appointed Representative** **You** have a duty to minimise the cost of **Legal Proceedings**.

If **Your** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case **We** will not pay for this work to be done.

If there is any disagreement as to whether **Legal Proceedings** are necessary **You** can take the matter to an independent arbitrator as detailed in Requirement 4 J).

- iii) In the period before **Our Administrator** agrees that **Legal Proceedings** are necessary **Our Administrator** reserves the right to seek to obtain a settlement on **Your** behalf. The settlement will be subject to **Your** agreement which **You** will not unreasonably refuse.

Any representative is appointed in **Your** name to act for **You**.

### B) All information to be given to the Appointed Representative

The **Appointed Representative** must be given all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in **Your** possession. **You** must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. **You** owe the same obligations to **Our Administrator** as to the **Appointed Representative**.

### C) Access to the Appointed Representative

**Our Administrator** is entitled to obtain from **Your Appointed Representative** any information, document or advice relating to a claim under this Insurance whether or not privileged.

On request **You** will give any instructions necessary to ensure such access.

### D) Instruction of counsel or appointment of expert witnesses

If the **Appointed Representative** wishes to instruct counsel or appoint expert witnesses **Our Administrator** will not unreasonably withhold their consent. The names of counsel or the expert witnesses must be submitted to them together with an explanation of the necessity for such action.

### E) Claims below the small claims track limit

Where a claim for **Legal Expenses** is unlikely to exceed the small claims track limit **Our Administrator** may carry out their own investigation and may attempt to negotiate a settlement. **You** will not unreasonably withhold agreement to any such settlement.

### F) Offer of settlement

**You** must inform **Our Administrator** in writing as soon as an offer to settle **Legal Proceedings** is received or a payment into **Court** is made. **You** will not unreasonably withhold consent to the **Appointed Representative** making an offer to settle the **Legal Proceedings**.

**You** must not enter or offer to enter into any agreement to settle without **Our Administrator's** prior written consent. Any such agreement must take into account **Our** interest in the recovery of costs.

If **You** unreasonably withhold agreement to a settlement **Our Administrator** reserves the right to withdraw **Our** support.

### G) Withdrawal by You

Where **We** have provided cover for **Legal Expenses** and **You** withdraw from the **Legal Proceedings** without **Our Administrator's** agreement **We** shall be entitled to reimbursement for all **Legal Expenses** paid.

### H) Payment of legal expenses

All bills relating to any **Legal Proceedings** which **You** receive from the **Appointed Representative** should be forwarded to **Our Administrator** without undue delay.

Bills must be certified by **You** to the effect that the charges have been properly incurred and that **Our Administrator** is authorised to settle on **Your** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested **You** must ask the **Appointed Representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **Court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of cover for any **Legal Expenses** does not imply that all **Legal Expenses** will be paid. If **You** are in doubt **Our Administrator** should be consulted.

**You** must not, without **Our Administrator's** written consent, enter into any agreement with the **Appointed Representative** as to the payment of **Legal Expenses**.

### I) Recovery of costs and expenses

**You**, through the **Appointed Representative**, will be responsible for the repayment to **Us** of any

- i) awards of costs in favour of **You** or
- ii) costs agreed to be paid to **You** as part of any settlement.

When the total amount of **Legal Expenses** incurred is within £100,000 **You** and **We** will share any **Legal Expenses** that are recovered according to the proportion paid, subject to **Our** right of recovery being restricted to £100,000.

Where the total cost of the legal action exceeds the £100,000 **You** and **We** will have priority over any other parties with an interest in any costs recovery. **You** and **We** shall share such recovery according to the proportion paid, subject to **Our** right of recovery being restricted to £100,000.

### J) Arbitration

Any dispute between **You** and **Us** in respect of this Insurance may be referred to a single arbitrator who shall be a solicitor or barrister agreed upon by both parties. Failing agreement the arbitrator will be nominated by the President of the appropriate Law Society, Bar Council or professional body within **Great Britain**, Northern Ireland, the Channel Islands or the Isle of Man.

The party against whom the decision is made shall meet all the costs of the arbitration in full.

If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **Our** favour **Your** costs shall not be recoverable under this Insurance.

## 5 Appeal Procedure

**Our Administrator's** consent must be obtained if **You** wish to appeal against the judgment of a **Court**. A written application must be submitted to them by recorded delivery at least ten working days before the final date for lodging the appeal and the application must state the reasons for bringing the appeal. **Our Administrator** will inform **You** of their decision.

**You** must co-operate in an appeal against the judgment of a **Court** at **Our Administrator's** request.

## 6 Record Keeping

It is a requirement of this Insurance that **You** must take all reasonable care in keeping business books, records and accounts. Tax returns are to be submitted without undue delay and accounts and related taxation computations are to be submitted to the proper government department within the statutory period laid down at the end of the relevant period of account.

**Failure to comply with this requirement will result in Us not paying Your Legal Expenses claim.**

# Complaints Procedure

## OUR COMMITMENT TO CUSTOMER SERVICE

**At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.**

## Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims helpline number shown in your policy booklet.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

### Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

**Post:** RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

**Email:** [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:** Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

**Telephone:** 0800 023 4567 (free from mobile phones and land lines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.**

## How We Use Your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

### Who are we?

We are Royal & Sun Alliance Insurance Ltd (RSA), a member of the RSA Group of companies. We provide commercial and consumer insurance products and services under a number of brands.

### Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/ organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract:** We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

- **Consent:** In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
- **Necessity to establish, exercise or defend legal claim:** If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation:** Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests:** We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

### Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

- Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or
- Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

### Will we share your personal information with anyone else?

We do not disclose your information outside of the RSA Group except:

- Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies;
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;



- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

## Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

- **Pricing and Underwriting** – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- **Credit Referencing** – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- **Automated Claims** – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

## For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

## Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

## What are your rights over the information that is held by RSA?

We understand that your personal information is important to you, therefore you may request the following from us to:

- 1 Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
- 2 Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
- 3 Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
- 4 Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
  - A) If you believe that the information we hold about you is inaccurate, or;
  - B) If you believe that our processing activities are unlawful and you do not want your information to be deleted.
  - C) Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
  - D) Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
- 5 Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
  - A) Where we believe it is in the public interest to use your information in a particular way, but you disagree.
  - B) Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

## Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

## How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
RSA  
Bowling Mill  
Dean Clough Industrial Park  
Halifax  
HX3 5WA

You may also email us at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com).

## How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com) or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

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

