

# Policy Wording



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### A warm Welcome to Thistle

Thank You for choosing to take this Policy through Thistle Underwriting Services.

Thistle Underwriting Services ('Thistle') is a trading style of Q Underwriting Services Ltd

### Important

If **You** have any queries about the **Policy**, do not understand any part of it or feel that it does not meet **Your** requirements please consult **Your** Insurance Broker

### Our commitment to You

**We** aim to provide a consistently excellent service to all **Our** Customers. **We**, therefore, take all complaints that **We** receive very seriously and aim to resolve all of **Our** Customers' problems promptly and to their satisfaction. To ensure that **We** provide the kind of service **You** expect **We** welcome **Your** feedback. **We** will record and then analyse **Your** feedback to make sure **We** are able to continually improve the services **We** provide.

## Your Liability Plus Policy

This is **Your Policy** and it sets out the details of **Your** insurance contract between **You** and the **Insurer**.

**Your** premium has been calculated upon the information shown in the **Policy Schedule**.

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

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

## Introduction

Each Section of this **Policy**, the **Schedule** and any Endorsements, together with this Introduction, General Definitions, General Conditions and General Exclusions shall be read as one document.

Any such word or expression given a specific meaning will be in bold and starting with a capital letter through this **Policy** and, unless **We** state otherwise, any word or expression given a specific meaning in:

- a) the **Schedule**, and **Policy** Endorsements, or this Introduction, the General Definitions, Exclusions and Conditions will have the same meaning throughout the **Policy** unless
- b) an individual Section or any Section Endorsements shall only have the same meaning throughout such Section or Endorsement

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

The **Schedule** shows the Sections of the **Policy** that are insured.

## IMPORTANT

**This Policy is a legal contract.**

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

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

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

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

## Making a Claim

If any incident occurs which might result in a claim **You** must immediately contact **Us** via **Your** insurance broker who will be able to advise **You**.

Please telephone or e-mail **Us** using the details below.

Tel: 0330 024 2587

or Email: [thistlecommercialclaims@coveainsurance.co.uk](mailto:thistlecommercialclaims@coveainsurance.co.uk)

**You** should refer to the **Claims Conditions** in the **Policy** for full details of the procedures and conditions applying.

## Privacy Policy

This Privacy Policy explains how **We** use the information **We** collect about **You** and **Your** rights in respect of this information.

### Consent

By providing **Us** with **Your** information or any other person's information **You** consent to that information being used for the purposes as set out below.

### Further information

To find out more about how **We** use **Your** personal data please visit - [www.thistleunderwriting.co.uk/privacy-cookie-policy/](http://www.thistleunderwriting.co.uk/privacy-cookie-policy/)

or contact **Us** at the address below for a copy of **Our** full Privacy and Cookie Policy

### How to contact us

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us** as follows:

The Data Protection Officer  
 PIB Group  
 70 Gracechurch Street  
 London  
 EC3V 0HR  
 Or email: [dpo@pib-insurance.com](mailto:dpo@pib-insurance.com)

### What information do **We** collect about **You**?

When **You** get a quote or when **You** buy or use **Our** products and services **We** may obtain information directly from:

- a) **You**
- b) third parties
- or
- c) publicly available sources of information.

By providing **Us** with **Your** information or any other person's information (including sensitive personal data), **You** consent to that information being used when dealing with **Your** policy, its administration or when handling claims.

If **You** do not provide consent or **You** withdraw **Your** consent for **Us** processing **Your** information, it could impact **Your** premium, **Our** ability to offer insurance or **Our** ability to process **Your** claim. **We** may also still need to keep some of **Your** information to defend future legal claims.

**We** only collect information that is relevant to the products or services **We** provide.

Please see **Our** full Privacy and Cookie Policy for details.

### How will **We** use the information about you?

The information **We** collect may be used by **Us**, **Our** employees and service providers who are acting under **Our** instruction to provide **Our** products and services.

Please see **Our** full Privacy and Cookie Policy for details.

### Fraud prevention and detection

**We** will check details against a range of databases and agencies including other insurers' databases to prevent and detect fraud and money laundering.

Details will be passed to fraud prevention agencies, fraud databases and may be shared with other insurers if false or inaccurate information is provided and fraud is identified.

Law enforcement agencies may access and use this information.

In addition, **We** and other organisations may access and use the information recorded by fraud prevention agencies, or fraud databases to prevent fraud and money laundering.

Please see **Our** full Privacy and Cookie Policy for details.

**International transfers**

Occasionally **We** might need to process some of **Your** personal data in countries outside of the European Economic Area. If this happens **We** will make sure there is an agreement in place which gives equivalent assurances to those contained in current data protection laws.

**Marketing**

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

**How We share your information**

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

- a) Reinsurers, Regulators and Authorised/Statutory Bodies
- b) Credit reference agencies
- c) Fraud prevention agencies
- d) Crime prevention agencies, including the police
- e) Suppliers carrying out a service on **Our**, or **Your** behalf
- f) Product providers where **You** have opted to buy additional cover
- g) Other insurers, business partners and agents
- h) Other companies within the PIB Insurance Group

**Employers' Liability Tracing Office**

**We** will provide the Employers' Liability Tracing Office, (the ELTO) which, in turn, will be added to an electronic database, (the Database) with information relating to **Your** insurance policy such as:

- a) the policy number(s)
- b) employers' names and addresses (including subsidiaries and any relevant changes of name)
- c) coverage dates
- d) employer's reference numbers provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant)

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

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

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

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

**How long will We keep Your information?**

**We** will keep **Your** personal information for as long as is necessary to provide **You** with services and products, defend future legal claims and to meet **Our** legal and regulatory obligations.

Please contact **Us** for further details about how long **We** will keep **Your** information.

**Your rights**

Under data protection laws, **You** have the right to ask **Us** to:

- a) provide access to the personal information held by **Us** about **You**
- b) correct **Your** personal information
- c) delete **Your** personal information
- d) restrict or to object to the processing of **Your** personal information
- e) object to a decision made by automated means including profiling.

**You** also have the right to complain to the Information Commissioner's Office (details below) about **Our** processing of **Your** personal information:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire SK9 5AF

Tel: 0303 123 1113

Web: <https://ico.org.uk/>

**We** may not be required or be able to honour **Your** request if it impacts **Our** ability to defend future legal claims or fulfil **Our** legal and regulatory obligations.

### Choice of Law

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

### Registration and Regulatory Information

Q Underwriting Services Ltd t/as Thistle Underwriting Services acting in an underwriting capacity on behalf of Covea Insurance plc

Covea Insurance plc. Registered in England and Wales No. 613259.

Registered office: Norman Place, Reading, Berkshire. RG1 8DA.

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

## General Definitions

Each time one of the following defined terms or phrases is used, it will have the same meaning wherever it appears in the **Policy** unless stated otherwise.

A defined term or phrase will be shown in bold each time it appears in the **Policy** except where incorporated in headings and titles.

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

### 1. Business

those activities directly connected with the **Business** specified in the **Schedule** and is extended to include:

- a) the provision and management of catering, social, sports and welfare organisations for the benefit of **Employees**.
- b) first aid, fire, security, and ambulance services.
- c) private work carried out by any **Employee** for the **Insured** or any director, partner or senior official of the **Insured**.
- d) the ownership and occupation of **Premises** by the **Insured** including incidental repair and maintenance.
- e) sponsorship.

### 2. Damage

accidental physical loss, destruction or **Damage** to tangible property.

### 3. Defined Peril

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

### 4. Denial of Service Attack

any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. **Denial of Service Attack** includes, but is not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### 5. Electronic Data

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes **Programmes**, **Software** and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

### 6. Employee

any:

- a) person under a contract of service or apprenticeship with:
  - i) the **Insured**; and/or
  - ii) any other party who is borrowed by or hired to the **Insured**
- b) labour master, labour only subcontractor or person supplied by him
- c) self-employed person working for the **Insured**
- d) person supplied to the **Insured** under a contract or agreement the terms of which deem such person to be in the employment of the **Insured** for the duration of such contract or agreement
- e) driver or operator of plant hired to the **Insured** under Construction Plant Hire Association or similar conditions
- f) person undertaking study, a training scheme or work experience
- g) voluntary worker or temporary worker acting under the instructions of the **Insured**
- h) outworker or homeworker when engaged in work on behalf of the **Insured** whilst working in connection with the **Business**.

### 7. Event

any **Occurrence**, including the continued or repeated injurious exposure to substantially the same General Conditions, which results in accidental **Injury** or **Damage**. All **Events** or series of **Events** consequent upon or attributable to one source or original cause shall be regarded as a single **Event** for the purposes of this **Policy**.

### 8. Excess

the amounts stated in the **Schedule** or any applicable Endorsements which the **Insured** shall pay before the **Insurer** shall be liable to make any payment as ascertained after the application of all the terms, conditions, exclusions and limits of the Section and the **Policy**.



**9. Hacking**

unauthorised access to any computer or other equipment or component or system or item which processes, stores or retrieves data, whether or not the property of the **Insured**.

**10. Injury**

bodily **Injury** and includes death, illness, disease, nervous shock or psychiatric illness.

**11. Insurer/We/Us/Our**

Q Underwriting Services Ltd t/as Thistle Underwriting Services acting in an underwriting capacity on behalf of Covea Insurance plc

Covea Insurance plc. Registered in England and Wales no. 613259. Registered Office: Norman Place, Reading RG1 8DA.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

**12. Legal Costs and Solicitor's Fees**

- a) for the term **Legal Costs** the **Legal Costs** and expenses recoverable by any claimant and all costs and expenses incurred with the written consent of the **Insurer**.
- b) for the term **Solicitor's Fees** the solicitor's fees incurred with the written consent of the **Insurer** for representation of the **Insured** at:
  - i) any coroner's inquest or fatal inquiry arising from any death; and/or
  - ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in **Injury** or **Damage** which may be the subject of a claim under this **Policy**; and/or
  - iii) all other **Legal Costs** in relation to any **Event** which may be the subject of a claim for indemnity under Sections 1, 2 or 3 of this **Policy**.

**13. Limit of Indemnity**

the **Limit of Indemnity** stated in the **Schedule**.

**14. Money**

**Money** that is the property of the **Insured** or for which the **Insured** is legally responsible that is either:

- a) negotiable instruments which must be current coinage, bank and currency notes, uncrossed cheques, Giro cheques, uncrossed postal and money orders, unexpired units in franking machines, unused postage stamps, revenue stamps, National Savings and National Insurance stamps, business travel tickets, luncheon and customer redemption vouchers, trading stamps, holiday with pay stamps, bills of exchange, promissory notes, travellers' cheques, dividend warrants, gift tokens, sales vouchers, land registry stamps or telephone cards; or
- b) non-negotiable instruments which must be any crossed instrument being a cheque, money or postal order, traveller's cheques, Giro draft, banker's draft, National Savings Certificates, premium bonds, credit cards and reservation vouchers, VAT purchase invoices, used National Insurance stamps stamped National Insurance cards, credit and charge card counterfoils or stamped pension cards.

**15. Occurrence**

any one loss or series of losses consequent upon or attributable to one source or original cause.

**16. Period of Insurance**

the period stated in the **Schedule**.

**17. Policy**

those Sections of this document listed under the **Policy** wording Contents, the **Schedule** and any endorsements subsequently issued by the **Insurer** and attached hereto.

**18. Premises**

the location(s) as stated in the **Schedule** or in any Endorsement(s) used by the **Insured** for the purposes of the **Business**.

**19. Principal**

any person (which expression includes any employer, firm, company, ministry or authority) who has by a contract made with the **Insured** engaged the **Insured** to perform work for them.

**20. Products**

all Products pertaining to the **Business** including their containers, parts, components, accessories, materials, labels, instructions and packaging sold, supplied, hired out, distributed, erected, repaired, altered, treated, installed, processed, transported, manufactured or tested by or on behalf of the **Insured** and no longer in the possession of or under the control of the **Insured** or any structure constructed, erected or installed or contract work undertaken by **You** or on **Your** behalf in the course of **Your** business.

**21. Programme(s)**

the set of instructions significant to the computer's central processor which is composed to enable a user to achieve the desired result with data input by the user.

**22. Property Insured**

the subject matter insured as stated in the **Schedule**, but not intellectual property.

**23. Proposal**

any information supplied by the **Insured** in connection with this insurance and any declaration made in connection therewith by or on behalf of the **Insured** or its agents.

**24. Schedule**

the **Schedule** for the time being in force showing the cover which applies.

**25. Software**

the any **Programme(s)** which is/are characterised as systems and/or application **Software** and which is/are designed to invoke processing and/or facilitate the writing of any **Programme(s)**.

**26. Sum Insured**

**Sum Insured** as stated in the **Schedule** applicable to the particular Item or Section.

**27. Territorial Limits**

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

**28. Terrorism**

An act, including but not limited to the use of force or violence and/or the 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.

**29. Transit**

**Transit** between locations within the **Territorial Limits** and shall include temporary storage in the course of **Transit** but excluding **Transit** by air.

**30. Unattended**

not under the direct supervision of an authorised person who is inside the building or who is either inside or within 2 metres of the vehicle.

**31. Unlawful Association**

means any organisation which is engaged in **Terrorism** and includes an organisation which at any time is a proscribed organisation within the meaning of the Northern Ireland (Emergency Provisions) Act 1973 or any amendment thereto.

**32. Virus or similar Mechanism**

any **Programme** code, programming instruction or any set of instructions intentionally constructed with the ability to **Damage**, interfere with or otherwise adversely affect any computer **Programme(s)**, data files or operations, whether involving self-replication or not. **Virus or similar Mechanism** includes but is not limited to trojan horses, worms and logic bombs.

**33. Waste**

all Waste including materials to be recycled, reconditioned or reclaimed.

**34. You / Your / Insured**

the person, persons, unincorporated associations, partnerships or companies named as the **Insured** in the **Schedule**.

## General Conditions

### 1. Fair Presentation of Risk

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

If **You** fail to make a fair presentation of the risk including failing to disclose or misrepresenting a material fact, or disclosing material facts to **Us** in a way which is not clear and accessible **We** may avoid the **Policy** and refuse to pay all claims where:

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

Should **We** avoid this **Policy** **We**:

- a) shall treat the **Policy** as if it had not existed from the start date, the renewal date, or the date when **You** asked **Us** to change **Your** cover, depending on when the failure to make a fair presentation of the risk occurred
- b) shall return the premium paid for the period for which the **Policy** is treated as not having existed unless the failure to make a fair presentation of the risk was deliberate or reckless
- c) may deduct from any return of premium due to **You** any monies already paid in respect of claims falling within the period for which the **Policy** is treated as not having existed or require **You** to repay such claims.

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

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

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

Where **We** choose to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** made a fair presentation of the risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

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

### 2. Change in Facts

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

When **You** tell **Us** about an alteration in risk, **We** may apply additional terms and conditions to this **Policy** (including but not limited to premium) or, if the risk is unacceptable to **Us**, **We** may cancel the **Policy** in accordance with General Condition 11 (**Insurers' Right of Cancellation**).

If **You** or **Your** insurance broker fails to tell **Us** about an alteration in risk, **We** may:

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

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

Where **We** choose to proportionately reduce the amount payable in respect of a claim, **We** will pay a percentage of the claim, the percentage being calculated by comparing the premium which **You** actually paid with the premium which **We** would have charged had **You** told **Us** about the alteration in risk. For example, if the premium which **You** actually paid is 75% of the premium **We** would have charged, **We** will only pay 75% of any claim.

### 3. Alteration of Risk

This **Policy** will be voided if after the inception of the **Period of Insurance** there is any alteration where **Your**:

- a) interest ceases except by will or operation of law; or
- b) **Business** is wound up or carried on by a liquidator or receiver, or put into administration or otherwise permanently discontinued; or
- c) **Business** description is changed

unless such alteration has been accepted by the **Insurers** in writing.

### 4. Fraud

If any claim made under this **Policy** by **You** or anyone acting on **Your** behalf is fraudulent or intentionally exaggerated or if any false declaration or statement is made in support of such a claim:

- a) **We** will not be liable to pay the fraudulent claim in any part of or the total
- b) **We** will be entitled to refuse all claims arising after the fraudulent action
- c) **Our** liability will continue for legitimate claims arising before the fraudulent action
- d) **We** will cancel the **Policy** from the date of the fraudulent action even if the **Policy** had expired before the discovery of the fraud

### 5. Precautions

The **Insured** shall take all reasonable precautions:

- a) to avoid, prevent or minimize any **Injury to Employees**, third parties or **Damage** to the property of others or **Property Insured**.
- b) to prevent the sale or supply of **Products** which are defective in any way.

The **Insured** shall also

- a) comply with all statutory obligations and regulations imposed by any Authority.
- b) exercise reasonable care in the selection and supervision of **Employees**.
- c) make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.
- d) maintain the **Premises**, machinery, plant and equipment and other services (including fire, security and safety equipment) in a satisfactory state of repair.

### 6. Other Insurances (applying to Sections 1 2 and 3 only)

If loss **Damage** or liability **Insured** under this **Policy** is covered or would but for the existence of this **Policy** be covered by any other insurance the **Insurer** shall not provide Indemnity except in respect of any excess beyond the amount which is or would but for the existence of this **Policy** be payable.

### 7. Other Insurances (applying to Sections 4 and 5 only)

If at the time of any claim(s) covered by this **Policy** there shall be any other insurance covering the same risk or part thereof the **Insurer** shall not be liable for more than their rateable proportion thereof. If any such other insurance be subject to any condition of Average, this **Policy**, if not already subject to any such condition of Average, shall be subject to Average in like manner.

If any such other insurance is subject to any provision whereby it is excluded from ranking concurrently with this **Policy**, either in whole or in part, or from contributing rateably, the liability of the **Insurer** shall be limited to that proportion of the **Damage** which the **Sum Insured** under this **Policy** bears to the value of the property.

### 8. Adjustment

If any part of the Premium is calculated on estimates the **Insured** shall within one month from the expiry of each **Period of Insurance** furnish such details as the **Insurer** may require and the Premium for such period shall be adjusted subject to the application of any minimum Premium shown in the **Schedule** and to the **Insurer** retaining no less than 75% of the original Premium charged for the **Period of Insurance**.

## 9. Subrogation

Any claimant under this **Policy** shall at the request and at the expense of the **Insurer** do and concur in doing and permit to be done all such acts and things as may be necessarily or reasonably required by the **Insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon its paying for or making good any loss destruction or **Damage** under this **Policy** whether such acts and things shall be or become necessary or required before or after indemnification by the **Insurer**.

## 10. Subrogation Waiver

Notwithstanding Condition 9 above, in the event of a claim arising under this **Policy** the **Insurer** agrees to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- a) any Company standing in the relation of parent to or subsidiary (or subsidiary to parent) of the **Insured**
- b) any Company which is a subsidiary of a parent Company of which the **Insured** themselves are a subsidiary

in each case within the meaning of the Companies Act(s).

## 11. Cancellation

### Insured's Right of Cancellation

- a) during the cooling off period

If **You** are an individual or a sole trader or a partnership in England and Wales You have the right to cancel **Your Policy** during a period of 14 days either from the day:

- i) of purchase of the contract; or
- ii) on which **You** receive **Your Policy** documentation whichever is the later

**You** will be entitled to a full refund of the premium paid, unless a claim has been made or an incident has arisen which may give rise to a claim and which leads to the contract of insurance being fully completed, in which case the full annual premium will be payable to the **Insurers**.

To exercise **Your** right to cancel **Your Policy** please contact the Broker, as stated in the **Schedule**, through whom **You** arranged this Insurance.

- b) outside the cooling off period

**You** may cancel this **Policy** at any time by giving the **Insurers** written notice.

**You** will be entitled to a refund of the premium paid in respect of the unexpired portion of the **Period of Insurance**, after any adjustment of the premium paid as provided for by any conditions of this Policy, and subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the **Period of Insurance**.

However, no refund of premium will be allowed on **Policies** cancelled within six months of expiry

A cancellation fee of £25.00 will be chargeable.

### Insurers' Right of Cancellation

- a) If the premium for this Insurance is paid by periodic instalments, whether by direct debit or otherwise, in the event of default in the payment of any instalment, for whatever reason this Insurance shall cease from the date of non-payment, subject to the Consumer Credit Act 1974, if applicable and any amending and/or subsequent legislation.
- b) Otherwise, this Insurance may be cancelled by the **Insurers** sending 30 days' notice by recorded deliver letter to the last known address of the **Insured** stating the reason for cancellation. Where this Condition is exercised, the **Insured** shall become entitled to a return of premium in respect of the unexpired portion of the **Period of Insurance**, after any adjustment of the premium paid as provided for by any conditions of this **Policy**, and subject to no claim having been paid or being outstanding (in whole or in part) in respect of the expired portion of the **Period of Insurance**.

A cancellation fee of £25.00 will be chargeable

## 12. Choice of Law and Jurisdiction

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

## 13. 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 and any amending and/or subsequent legislation.

**14. Discharge of Liability (applying to Sections 1,2 and 3 only)**

The **Insurer** may at any time pay the **Limit of Indemnity** or a smaller amount for which a claim can be settled after deduction of any sum already paid. The **Insurer** will have no further liability under this **Policy** for any further payment of such claim except for costs and expenses incurred prior to the payment of the claim or with the **Insurer's** written consent.

**15. Reinstatement of Damage (applying to Sections 4 and 5 only)**

If the **Insurer** elect or become bound to reinstate or replace any property, the **Insured** shall at its own expense provide all such plans, documents, books and information as the **Insurer** may reasonably require. The **Insurer** shall not be bound to reinstate exactly or completely, but only as circumstances permit and in a reasonably sufficient manner, and shall not in any case be bound to expend in respect of any one of the Items insured more than its **Sum Insured**.

**16. Value Added Tax (VAT) (applying to Sections 4 and 5 only)**

If the **Insured** is registered for VAT the **Insurer** will not pay the VAT element of any claim.

**17. Arbitration (applying to Sections 4 and 5 only)**

If any difference shall arise as to the amount to be paid under this **Policy** (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions being in force at that time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Insurer**.

**Claims Conditions****1. Claim Procedure (Insured's duties) applying to Sections 1,2 and 3 only**

- a) The **Insured** shall give immediate written notice to the **Insurer** of any incident that may give rise to a claim under this **Policy** and shall give all such additional information as the **Insurer** may require within 30 days of such incident. Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of any incident that might give rise to a claim shall be forwarded unanswered to the **Insurer** immediately they are received.
- b) Immediate action must be taken to prevent further loss, **Damage** or **Injury**.
- c) The **Insured** shall at his own expense give to the **Insurer** all such particulars, information and assistance as may be reasonably required together with (if demanded) a statutory declaration of the truth of the claim and of any matters connected therewith.
- d) No admission of liability or settlement of any claim shall be made without the **Insurer's** written consent

**2. Claim Procedure (Insured's duties) (applying to Sections 4 and 5 only)**

It is a condition precedent to liability that if any incident occurs which may give rise to a claim under this **Policy** the **Insured** shall:

- a) give immediate notice to:
  - i) the Police Authority in respect of any theft, attempted theft, riot, malicious damage, accidental loss or Act of **Terrorism** (if and to the extent that **Terrorism** is insured by this **Policy**);
  - ii) the **Insurer** via the broker or intermediary as stated in the **Schedule**; and
- b) within:
  - i) 7 days in the case of **Damage** caused by riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons;
  - ii) 30 days of the **Occurrence** of any other **Event**; supply at its own expense full details of the claim in writing together with any supporting information, receipts and proofs which the **Insurer** may reasonably require and no claim shall be paid until the **Insured** has complied with this paragraph.
- c) provide all help and assistance and co-operation required by the **Insurer** in connection with any claim.
- d) if any incident occurs which may give rise to a claim under this **Policy** the **Insured** shall take action to minimise the loss or **Damage**, to avoid interruption or interference with the **Business** and to prevent further **Damage**.

**3. Claims Procedure (Insurer's rights) (applying to Sections 1, 2 and 3 only)**

The **Insurer** shall be entitled, at their own expense, to take over and conduct in the **Insured's** name the defence or settlement of any claim or to take action to recover compensation or secure indemnity from any third party in respect of any loss destruction or **Damage** covered by this **Policy** and shall have full discretion in the conduct of any such proceeding.

**4. Claims Procedure (Insurer's rights) (applying to Sections 4 and 5 only)**

On the happening of any **Damage** in respect of which a claim is or may be made under this **Policy**, the **Insurer** (and every person authorised by them) shall have the right, without thereby incurring any liability or diminishing their right to rely on any condition of this Insurance, to enter the **Premises** where the **Event** has occurred, and to take and keep possession of any of the **Property Insured** (or require it to be delivered to them), and to deal with any salvage in a reasonable manner. No claim under this **Policy** shall be payable unless the terms of this Condition have been complied with. No property may be abandoned to the **Insurer**, whether taken possession of by them or not. This Condition shall be evidence of permission

from the **Insured** to the **Insurer** so to do. If the **Insured** or anyone acting on behalf of the **Insured** shall not comply with the requirements of the **Insurer** or shall hinder or shall obstruct the **Insurer** in doing any of the above mentioned acts then all benefit under this **Policy** shall be forfeited. The **Insured** shall not in any case be entitled to abandon any property to the **Insurer** whether taken possession of by the **Insurer** or not.

The **Insurer** may at any time pay the amount of the Limit of Liability to which the claim applies and shall be under no further liability in respect thereof.

## General Extensions – applying to Sections 1, 2 and 3 only when shown as operative in the Schedule

### 1. Indemnity to Other Persons

The **Insurer** will also indemnify:

- a) any **Principal** for whom the **Insured** is carrying out a contract away from the **Insured's** own **Premises** but only to the extent required by such contract and in respect of Employers' Liability Insurance only insofar as concerns **Injury** sustained by an **Employee** of the **Insured**.
- b) at the request of the **Insured**
  - i) any director partner or **Employee** of the **Insured** in respect of liability for which the **Insured** would have been entitled to claim under this **Policy** if the claim had been made against the **Insured**; and/or
  - ii) any director or partner or **Employee** of the **Insured** in respect of private work undertaken by any **Employee** for such director, partner or **Employee** with the prior consent of the **Insured**; and/or
  - iii) any officer or member of the **Insured's** catering, social, sports or welfare organisations, first aid, fire or ambulance services in his respective capacity as such.
- c) in the event of the death of the **Insured** any personal representative of the **Insured** in respect of liability incurred by the **Insured**.

### 2. Cross Liabilities

If more than one **Insured** is referred to in the **Schedule** the **Insurer** will treat each party as if a separate **Policy** had been issued to each provided that the liability of the **Insurer** shall not exceed the **Limit of Indemnity** stated in the **Schedule** regardless of the number of parties and/or entities entitled to indemnity.

### 3. Compensation for Court Attendance Costs

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

- a) any director or partner £250 per day.
- b) any **Employee** £100 per day.

### 4. Prosecution Defence Costs arising under the Corporate Manslaughter and Corporate Homicide Act 2007

The **Insurer** will indemnify the **Insured** against reasonable prosecution defence costs and expenses Incurred with the written consent of the **Insurer** solely for the conduct of the defence of the **Insured** resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 (including an appeal against conviction) or and any amending and/or subsequent legislation. The **Limit of Indemnity** in respect of any one claim or series of claims arising out of one **Occurrence** and in the aggregate shall not exceed £1,000,000.

Provided always that;

- a) this extension shall only apply to proceedings brought in the **Territorial Limits**.
- b) immediate notice is given of any summons or other process served which may give rise to proceedings under this extension.
- c) notice of any prosecution under the Act is received during the **Period of Insurance**.
- d) the said alleged offences concerns breach of a relevant duty of care in the course of **Business**.
- e) the circumstances of the alleged offence may be the subject of indemnity under this **Policy**.
- f) the **Insurer** shall not be liable for the payment of any fine or penalty.

### 5. Temporary Employees

(This extension does not apply to Section 1 if the Insurance by that Section is not operative)

This **Policy** will indemnify the **Insured** in respect of temporary **Employees**. Cover is provided under this extension to a maximum of 50 man-days worked in any one **Period of Insurance**.

## General Exclusions

### 1. Radioactive Contamination

This **Policy** does not cover loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:

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

### 2. War Risks

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

### 3. Date Change Exclusion (Applying to Sections 2 and 3 only)

The **Insurer** will not indemnify the **Insured** against liability for damages attaching to the **Insured** or any associated costs relating thereto directly or indirectly caused by or contributed to by or arising from the failure at any time of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer **Software**, whether the property of the **Insured** or not, to:

- a) recognise correctly or treat any date as its true calendar date; and/or
- b) capture, save, retain, process, manipulate or interpret correctly any data, information command or instruction as a result of:
  - i) its failing to treat any calendar date as its true date; and/or
  - ii) the operation of any programmed command which by reason of a failure to treat any date as its true calendar date causes the loss of data or an inability to capture, save, retain or process correctly such data at any time

### 4. Pollution

The **Insurer** will not indemnify the **Insured** in respect of:

Applicable to Section 2 and 3 only

**Injury** or **Damage** arising from Pollution or Contamination unless due to a sudden identifiable unintended and unexpected **Event** which takes place in its entirety at a specific time and place during the **Period of Insurance**. All Pollution or Contamination which arises out of one **Event** shall be deemed to have occurred at the time such **Event** takes place. The liability of the **Insurer** for damages payable in respect of all claims arising out of Pollution or Contamination which is deemed to have occurred in any one **Period of Insurance** shall not exceed the **Limit of Indemnity** specified in the **Schedule** in the **Period of Insurance**. For the purposes of this General Exclusion "Pollution or Contamination" shall be deemed to mean:

- a) all Pollution or Contamination of buildings or other structures or of water, land or the atmosphere; and/or
- b) all loss or **Damage** or **Injury** directly or indirectly caused by such Pollution or Contamination.

Applicable to Sections 4 and 5 only

Loss or destruction or **Damage** or any consequential loss resulting from Pollution or Contamination but this shall not exclude **Damage** caused by:

- a) Pollution or Contamination which itself results from a **Defined Peril**;
- b) a **Defined Peril** which itself results from Pollution or Contamination;

unless resulting from an Excepted Cause or otherwise excluded.

### 5. Professional Indemnity (Applying to Sections 2 and 3 only)

The **Insurer** will not indemnify the **Insured** against liability arising directly or indirectly in connection with professional services rendered by or on behalf of the **Insured** including any advice, design, instruction, information, plan, formula or specification given by or on behalf of the **Insured** for a fee or where a fee would normally be charged.

### 6. Hazardous locations

This **Policy** does not indemnify the **Insured** in respect of any claim arising in connection with any work on or in:

- a) docks, harbours or railways; and/or
- b) watercraft or offshore gas or oil installations; and/or
- c) chemical or petro chemical works, oil or gas refineries or storage facilities; and/or
- d) aircraft, airports or airfields; and/or
- e) power stations; and/or
- f) nuclear power stations; and/or
- g) any installation where nuclear processing is undertaken; and/or
- h) towers, steeples, chimney shafts, blast furnaces, viaducts, bridges, flyovers, tunnels, dams, reservoirs, motorways, quarries, mines or collieries



## 7. Terrorism

This **Policy** does not cover legal liability or any cost or expense of whatsoever nature or wheresoever arising directly or indirectly caused by or resulting from or in connection with:

- a) any act of **Terrorism** regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss; and/or
- b) any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** except to the extent that it is necessary to comply with the minimum requirements of the law in the United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man relating to compulsory insurance of liability to **Employees**.

Notwithstanding anything to the contrary in this **Policy** **Terrorism** means an act including but not limited to the use of force or violence and/or the 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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

In any action suit or other proceedings where the **Insurer** alleges that by reason of this Exclusion any legal liability cost or expense is not covered by this **Policy** (or is covered only up to a specified **Limit of Indemnity**) the burden of proving that such legal liability cost or expense is covered (or is covered beyond the **Limit of Indemnity**) shall be upon the **Insured**.

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

## 8. Asbestos

This **Policy** does not cover any liability arising out of or directly or indirectly caused by the handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre. However, where such activities do not form any part of the **Insured's** contract this Exclusion shall not apply to legal liability arising from:

- a) the accidental discovery of materials known or suspected to be asbestos or to contain asbestos fibre; and/or
- b) the investigation of any such suspect materials;

Provided always that:

- a) immediately upon discovery all work ceases until the composition of all such materials is established; and
- b) any subsequent handling, removal, stripping out, demolition, transportation or disposal of asbestos or materials containing asbestos fibre requiring licence is carried out by qualified licensed sub-contractors on terms which indemnify the **Insured** for liability arising out of such work; unless the **Insured** has requested that there shall be no such limitation and has accepted the terms offered by the **Insurer** in granting such cover which offer and acceptance must be signified by an Endorsement attaching to this **Policy**.

## 9. Hazardous Work

This **Policy** does not indemnify the **Insured** in respect of any claim arising out of or in connection with:

- a) demolition except; when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the **Insured** and/or
- b) the dismantling of steel structures; and/or
- c) pile driving, tunnelling, quarrying, water diversion or the use of explosives; and/or
- d) the collection, handling or disposal of **Waste** other than asbestos or materials containing asbestos fibres as set out in General Exclusion 8 above unless the **Insured** can demonstrate that:
  - i) it was so licenced at the time of collecting, handling or disposing of such **Waste**; and/or
  - ii) all such **Waste** is disposed of at a site licenced for the disposal of such **Waste**.

## 10. Electronic Date Recognition (applying to Sections 4 and 5 only)

The **Insurer** shall not be liable for **Damage** or consequential loss or legal liability directly or indirectly caused by or consisting of or arising from the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer **Software**, whether the property of the **Insured** or not:

- a) correctly to recognise any date as its true calendar date;
- b) to capture, save or retain, and/or correctly to manipulate, interpret or process any data information or command or instruction as a result of treating any date otherwise than as its true calendar date;
- c) to capture, save, retain or correctly to process any data as a result of the operation of any command which has been programmed into any computer **Software**, being a command which causes the loss of data or the inability to capture, save or retain or correctly to process such data on or after any date; but this shall not exclude subsequent **Damage** to the **Insured's** property or consequential loss resulting therefrom not otherwise excluded under this **Policy**, which itself results from a **Defined Peril**.

**11. More Specific Insurance (applying to Sections 4 and 5 only)**

The **Insurer** shall not be liable for Loss or destruction of or **Damage** to any property more specifically **Insured** by or on behalf of the **Insured**.

**12. Pressure waves (applying to Sections 4 and 5 only)**

The **Insurer** shall not be liable for Loss or destruction of or **Damage** to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from: pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

**13. Northern Ireland (applying to Sections 4 and 5 only)**

The **Insurer** shall not be liable for Loss or destruction of or **Damage** to any property in Northern Ireland or loss resulting therefrom caused by or happening through or in consequence of:

- a) civil commotion;
- b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **Unlawful Association**.

In any action, suit or other proceedings where the **Insurer** allege that by reason of this Exclusion any loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is not covered by this Insurance (or is covered only up to a Limit of Liability as stated in the **Schedule**) the burden of proving such loss, destruction or **Damage** or loss resulting from such loss, destruction or **Damage** is covered (or is covered beyond that Limit of Liability) shall be upon the **Insured**.

**14. Electronic Data (applying to Sections 4 and 5 only)**

The **Insurer** shall not be liable for any loss, **Damage**, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to **Virus** or **Similar Mechanism** or **Hacking** or **Denial of Service Attack**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss, unless any such loss or **Damage** results from a **Defined Peril** and is not otherwise excluded.

**15. Marine (applying to Sections 4 and 5 only)**

The **Insurer** shall not be liable for loss or destruction of or **Damage** to property which at the time of the happening of the loss, destruction or **Damage** is insured by, or would but for the existence of this **Policy** be insured by, any marine **Policy** or policies except in respect of any excess beyond the amount which would have been payable under the marine **Policy** or policies had this Insurance not been effected.

# Section 1 – Employers Liability

## The Cover

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages in respect of **Injury** sustained by an **Employee** caused during the **Period of Insurance** arising out of and in the course of his/her employment or engagement by the **Insured** in the **Business**;

- a) within the **Territorial Limits**.
- b) elsewhere in the European Union in respect of work undertaken by **Employees** normally resident in the **Territorial Limits** provided that the action for damages is brought in a court within the **Territorial Limits**.
- c) elsewhere in the world in respect of work undertaken by non- manual directors or non-manual **Employees** normally resident in the **Territorial Limits** provided that the action for damages is brought in a court within the **Territorial Limits**.

The **Insurer** will also pay **Legal Costs and Solicitor's fees**.

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to the compulsory insurance of liability to **Employees** in Great Britain (and Northern Ireland the Channel Islands and the Isle of Man insofar as this clause applies to those territories) but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law.

## Limit of Indemnity

The liability of the **Insurer** for all damages costs fees and expenses **Legal Costs and Solicitor's fees** payable under this **Policy** in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one **Occurrence** shall not exceed the **Limit of Indemnity** shown in the **Schedule**, other than as set out below.

The **Limit of Indemnity** in respect of any one claim or series of claims arising out of one **Occurrence** arising from or in connection with or directly or indirectly caused by any act of **Terrorism** shall not exceed £5,000,000.

If the **Insurer** alleges that by reason of this limitation any liability for damages, costs or expenses is covered only up to the specified **Limit of Indemnity** the burden of proving the contrary shall be upon the **Insured**.

## Extensions

### 1. Unsatisfied Court Judgements

In the event of a judgement for damages being obtained by any **Employee** or the personal representative of any **Employee** in respect of **Injury** sustained by any **Employee** arising out of and in the course of employment or engagement by the **Insured** in the **Business** and caused during the **Period of Insurance** against any company or individual operating within **Premises** in the **Territorial Limits** in any court situate in those **Territorial Limits** and remaining unsatisfied in whole or in part six months after the date of such judgement the **Insurer** will at the request of the **Insured** pay to the **Employee** the amount of any such damages and any awarded costs to the extent they remain unsatisfied.

Provided always that

- a) there is no appeal outstanding; and/or
- b) if any payments is made under the terms of this Extension the **Employee** or the personal representative of the **Employee** shall assign any such damages and any awarded costs to the **Insurer**

### 2. Health and Safety at Work Legal Defence Costs

Subject to the written consent and the control of the **Insurer**, the **Insurer** shall indemnify the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** in respect of **Legal Costs and Solicitor's fees** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a) fines or penalties of any kind
- b) proceedings consequent upon any deliberate act or omission by:
  - i) the **Insured**; and/or
  - ii) any partner, director or **Employee** of the **Insured**

which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.

- c) where indemnity is provided by any other insurance.

For the purposes of this Extension Applicable Legislation shall mean:

- a) the Health and Safety at Work Act 1974 and any amending and/ or subsequent legislation; and/or
- b) the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

## Exclusions

### 1. Offshore Work

The **Insurer** will not indemnify the **Insured** against liability arising directly or indirectly in connection with work Offshore. For the purposes of this Exclusion Offshore means from the time of embarkation by an **Employee** onto a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance onto land upon return from such offshore rig or platform.

### 2. Motor Vehicles (Passengers)

The **Insurer** will not indemnify the **Insured** against liability arising directly or indirectly for **Injury** sustained by any **Employee** when any **Employee** is

- a) carried in or upon a vehicle; and/or
- b) entering or getting onto or alighting from a vehicle in circumstances where any Road Traffic legislation requires insurance or security

This exception shall not apply to **Injury** to any **Employee** who at the time the **Injury** occurs is the driver of a vehicle or is the person in charge of the vehicle for the purposes of driving.

## Section 2 – Public Liability

### The Cover

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages in respect of accidental

- a) **Injury** to any person
- b) **Damage** to property
- c) trespass, nuisance or interference with any easement, right of way, light, air or water

occurring:

- a) within the **Territorial Limits**
- b) elsewhere in the European Union in respect of work undertaken by **Employees**, directors or partners normally resident in the **Territorial Limits** provided that the action for damages is brought in a court within the **Territorial Limits**
- c) elsewhere in the world in respect of work undertaken by non-manual directors, partners or non-manual **Employees** normally resident in the **Territorial Limits** provided that the action for damages is brought in a court within the **Territorial Limits**

during the **Period of Insurance** in connection with the **Business**.

The **Insurer** will also pay **Legal Costs and Solicitor's fees**.

Provided that the liability of the **Insurer** for all damages payable arising out of **Occurrence** shall not exceed the **Limit of Indemnity**.

Notwithstanding the provisions of General Exclusion 7 **Terrorism**, this Section provides cover against legal liability for damages claimant's costs and expenses **Legal Costs and Solicitor's Fees** in respect of **Injury** sustained by any person, other than an **Employee**, and **Damage** to property directly or indirectly caused by or contributed to by or arising from **Terrorism** occurring during the **Period of Insurance** within the **Territorial Limits** up to a limit of £2,000,000 or the amount of the **Limit of Indemnity** as stated in the **Schedule**, whichever is the lower.

### Conditions

#### 1. Fire Precautions

It is a condition precedent to the liability of the **Insurer** to indemnify the **Insured** that whenever the **Insured** is using any process which involves the application of heat away from the **Insured's** own **Premises** including but not limited to the use of oxyacetylene or similar welding or cutting apparatus, asphalt, bitumen and tar heaters, blow lamps, hot air strippers or torches or hot air guns or cutting or grind equipment using abrasive discs or wheels that:

- a) the immediate area in which the operation is to be carried out has been segregated to the greatest practicable extent by the use of screens made of metal and/or fire retardant material
- b) the whole of the segregated area has been adequately cleaned and freed from combustible material before operations commence
- c) combustible floors, substances in or surrounding the segregated area have been liberally covered with sand or protected by overlapping sheets of incombustible material before operations commence
- d) where work is being carried out in any enclosed area an additional **Employee** of the **Insured** or an **Employee** of the occupier or of the main contractor is present at all times to guard against the outbreak of fire
- e) the work is specifically authorised and signed for by the occupier or the main contractor who must also approve the safety arrangements
- f) the following are in readiness for immediate use at the scene of operations:
  - i) suitable fire extinguishers by number and size for the scope of operations; and
  - ii) hoses connected up for immediate use and successfully tested prior to the commencement of the operations.
- g) a thorough examination has been made in the vicinity of the operations approximately one hour after the termination of each operation. In the event that it is not practicable for such examination to be carried out by the **Insured's** own **Employee**, then appropriate arrangements must be made with and signed off by the occupier. This examination to take place at regular intervals for a period of at least one hour after completion of work
- h) before burning off metal work built into or projecting through walls or partitions an examination has been made including the area on the other side of any walls or partitions to ensure that no combustible material is in danger of ignition either directly or by conducted heat
- i) when the **Insured** burns debris away from their **Premises** the following precautions are taken on each occasion:
  - i) fires are in a cleared area and at a distance of at least 10 metres from any property
  - ii) fires are attended at all times
  - iii) suitable fire extinguishers by number and size are kept available at the scene of operations for immediate use
  - iv) fires are extinguished at least one hour prior to leaving the contract site at the end of each working day

- j) blow lamps and blow torches are lit strictly in accordance with manufacturer's instructions and not left while alight
- k) hot air guns are to be switched off when unattended
- l) In respect of the use of asphalt, bitumen and/or tar heaters:
  - i) all heating of asphalt, bitumen, tar or pitch is carried out in a suitable vessel in the open at ground level using bottled gas
  - ii) such vessel is attended at all times whilst being lit and whilst in use
  - iii) a suitably sized spill tray is in use which can hold the entire contents of the vessel

## 2. Damage to Underground Services

It is a condition precedent to liability under this **Policy**, before the start of any ground work involving digging, drilling, boring, excavation or earth moving operation, that the **Insured** must:

- a) take all reasonable measures to ascertain the location of all pipes, cables, mains or other underground services before any work is commenced which may involve risk of **Damage** to such pipes, cables, mains or other underground services including but not limited to:
  - i) use of any local utility or other free phone service for the area in which the **Insured** is working
  - ii) use of any appropriate detection system
- b) retain a written record of the measure that was used to locate such pipes, cables, mains or other underground services.
- c) convey the location of such pipes, cables, mains or other underground services to any party carrying on such work on behalf of the **Insured** and retain a record.
- d) adopt or cause to be adopted a method of work that minimizes risk of **Damage** to pipes, cables, mains and other underground services.

## Extensions

### 1. Defective Premises Act 1972

The indemnity provided by this Section shall include an indemnity against liability arising from defective work carried out by or on behalf of the **Insured** to any **Premises** within the **Territorial Limits** disposed of by the **Insured** prior to the **Occurrence** of the **Injury** or **Damage** to property giving rise to liability

Provided that the **Insurer** will not provide an indemnity in respect of liability for:

- a) the cost of making good replacements or reinstatement of any defect or workmanship giving rise to such liability
- b) any **Damage** to such **Premises**.

### 2. Leased and Rented Premises

Exclusion 2 of this Section shall not apply to Premises leased or rented (but not owned) by the **Insured** unless liability arises solely under the terms of a lease or rental agreement.

Provided that the **Insured** shall be responsible for the first £100 of each and every claim for **Damage** to leased or rented **Premises** caused otherwise than by fire or explosion.

### 3. Wrongful Arrest

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages costs or expenses as the result of charges of wrongful arrest, false imprisonment, assault, slander or other actionable wrong being made against the **Insured** arising out of any allegation of theft or other improper conduct by any persons other than **Employees** of the **Insured** at the **Insured's Premises** during the **Period of Insurance**.

Provided always that the **Insurer** shall not indemnify the **Insured** against costs and expenses incurred by the **Insured** or their solicitors in defending any charge arising out of any incident which might or does give rise to a claim.

### 4. Overseas Personal Liability

The **Insurer** will indemnify the **Insured** and if so requested by the **Insured**:

- a) any director partner or **Employee** of the **Insured**
- b) any spouse or child of such director partner or **Employee** of the **Insured** accompanying such persons against all sums the **Insured** becomes legally liable to pay as damages incurred in a personal capacity whilst outside their usual country of residence in connection with the **Business**.

The **Insurer** will not provide an indemnity in respect of liability:

- a) where indemnity is provided by any other insurance.
- b) arising from ownership possession or use of wild animals, firearms (other than sporting guns) mechanically propelled vehicles aircraft or watercraft.
- c) arising from ownership or occupation of land or buildings.
- d) arising from the carrying on of any trade or profession.

## 5. General Data Protection Regulations

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

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

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

## 6. Contingent Motor Liability

Notwithstanding Exclusion 7 of this Section the **Insurer** will indemnify the **Insured** and no other in respect of legal liability arising out of the use in the course of the **Business** of any motor vehicle not belonging to or provided by the **Insured** anywhere in the **Territorial Limits** provided that this indemnity shall not apply:

- a) in respect of **Damage** to the vehicle or to any Property conveyed therein.
- b) whilst the vehicle is being driven by any person with the **Insured's** general consent that to the **Insured's** knowledge does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- c) in respect of which the **Insured** is entitled to indemnity under any other insurance.
- d) in respect of liability arising from circumstances in which it is compulsory for the **Insured** to insure or provide security in respect of such vehicles as a requirement of relevant road traffic legislation.

## 7. Bona-Fide Sub-Contractors

The **Insurer** will indemnify the **Insured** in respect of the **Insured's** legal liability for work carried out by bona-fide sub-contractors working on the **Insured's** behalf provided that the **Insurer** shall not be liable under this extension:

- a) unless prior to appointment the **Insured** shall check that bona-fide sub-Contractors hold a current Employers and Public Liability insurance with a minimum **Limit of Indemnity** equal to that of this **Policy** for the activities to be undertaken and it is a condition precedent to this insurance that such Employers and Public Liability insurance shall remain in force for the duration of the **Period of Insurance**
- b) in the event of a claim under this extension the **Insured** shall provide documentary evidence of the Employers and Public Liability insurance held by the bona-fide sub-contractor at the time of his appointment to work for the **Insured**.

## 8. Movement of Obstructing Vehicles

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

Provided that:

- a) movements are limited to vehicles parked on or obstructing the **Insured's Premises** or any site at which the **Insured** is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing the obstruction is driven by use of the owner's ignition key
- d) there shall be no indemnity for **Damage** to such vehicle or for liability for which compulsory insurance or security is required under any legislation governing the use of the vehicle

## 9. Health and Safety at Work Legal Defence Costs

Subject to the written consent and the control of the **Insurer**, the **Insurer** shall indemnify the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the **Insured** in respect of **Legal Costs** incurred in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of any Applicable Legislation provided that an offence is alleged to have been committed during the **Period of Insurance** in the course of the **Business**.

This Extension shall not apply to:

- a) fines or penalties of any kind
- b) proceedings consequent upon any deliberate act or omission by:
  - i) the **Insured**; and/or
  - ii) any partner, director or **Employee** of the **Insured**

which could reasonably have been expected to constitute a breach of the Applicable Legislation having regard to the nature and circumstances of such act or omission.

- c) where indemnity is provided by any other insurance.

For the purposes of this Extension Applicable Legislation shall mean:

- a) the Health and Safety at Work Act 1974 and any amending and/ or subsequent legislation; and/or
- b) the Health and Safety at Work (Northern Ireland) Order 1978 and any amending and/or subsequent legislation.

## Exclusions

The **Insurer** will not indemnify the **Insured** against liability arising from:

### 1. Injury to Employees

**Injury** sustained by an **Employee** and arising out of and in the course of his employment or engagement by the **Insured**.

### 2. Damage to Property

**Damage** to property:

- a) belonging to or in the custody or control of the **Insured** or any **Employee** other than:
  - i) personal effects (including vehicles and their contents) of any visitor, directors, partner or **Employee** of the **Insured**
  - ii) buildings (including their contents therein) which are temporarily occupied by the **Insured** for the purpose of work in connection with the **Business** (not being any buildings which are owned, rented or hired to the **Insured**)
- b) comprising the contract works and other materials, plant, tools or equipment brought onto site for use in connection with any contract entered into by the **Insured** occurring before the date of practical or certified completion or handover of the contract works or within fourteen days thereafter where insurance on the contract works is required by the terms of the contract
- c) for which the **Insured** is required to effect insurance under the terms of clause 21.2.1. of the JCT conditions of contract 1980 edition or clause 6.5.1 of the JCT 05 Standard Building Contract 2005 edition as issued by Contracts Tribunal Limited or any revisions, re-issue or substitution thereof or any claim of similar intent under any other conditions of contract

### 3. Libel, Slander and Intellectual Property

- a) libel or slander.
- b) infringement of plans, copyright, patent, trade name, trade mark or registered design.

### 4. Products Liability

arising from any **Products** (after they have ceased to be in the custody or under the control of the **Insured**) other than food or drink for consumption on the **Insured's Premises**.

### 5. Non Performance or Delay

the non-performance, non-completion or delay in completion of any contract or agreement or the payment of penalty sums, fines or liquidated damages including any aggravated, exemplary or punitive damages.

### 6. Marine and Aviation

the ownership possession or use of any aircraft, aerospace or other aerial devices hovercraft, drilling platform or rig or mechanically propelled watercraft other than waterborne craft not exceeding 6 metres in length on inland or United Kingdom territorial waters.

### 7. Motor Liability

the ownership possession or use of any mechanically propelled vehicle whilst in use in circumstances in which a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation.

This Exclusion shall not apply in respect of:

- a) liability arising out of the operation of any mechanically propelled vehicle as a tool of trade except in respect of under any Road Traffic Act or similar legislation
- b) the loading or unloading of any mechanically propelled vehicle machine or trailer unless indemnity is granted by any other insurance.

### 8. Contractual Liability

or which attaches by virtue of the terms or conditions of a contract or agreement but which would not have attached in the absence of such terms or conditions unless the sole conduct and control of claims is vested in the **Insurer**.

### 9. Manual Work in North America

in respect of manual work and/or leisure activities in North America:

- a) If notwithstanding the above exclusion the **Insurer** incurs liability to pay any sum as a result of judicial process in the Courts of Law of the United States of America then the **Insured** shall repay to the **Insurer** all such sums which the **Insurer** would not have been liable to pay but for such process.



**10. Internet or Cyber Liability**

- a) loss, alteration, distortion, erasure or impairment of, or **Damage** to documents, data processing media and computer systems records of information and/or data in electronic form contained therein; and/or
- b) malicious acts of any person carried out by electronic means; and/or
- c) defamation or harassment carried out by electronic means but this Exclusion shall not apply in respect of liability for any ensuing **Injury** (save for mental **Injury** or psychiatric illness) or **Damage** which is not otherwise excluded; and/or
- d) the ownership or operation of any internet web site or any claim arising out of or in connection with any internet or cyber liability

**11. Damage to Products & Defective Work**

- a) in respect of **Damage** to the **Products**
- b) for the cost of repair alteration or replacement of
  - i) defective work
  - ii) the **Products**  
including the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the **Products** and any other property (unless physically **Damaged** by the **Products**) to such repair alteration or replacement.
- c) to make any refund of the payment received for the **Products**.

## Section 3 Products Liability

### The Cover

The **Insurer** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages in respect of accidental:

- a) **Injury** to any person
- b) **Damage** to property

happening anywhere in the world during the **Period of Insurance** and caused by any **Products**. Provided that the action for damages is brought in the Courts of Law of Great Britain Northern Ireland the Channel Islands and the Isle of Man.

The **Insurer** will also pay **Legal Costs and Solicitor's fees**.

Provided that the liability of the **Insurer** for all damages in respect of all **Injury** or **Damage** happening in any one **Period of Insurance** shall not in the aggregate exceed the **Limit of Indemnity**.

### Extensions

#### 1. Consumer Protection Act 1987-Legal Defence Costs

The **Insurer** will indemnify the **Insured** and at the request of the **Insured** any director partner or **Employee** of the **Insured** in respect of **Legal Costs** and expenses incurred with the written consent of the **Insurer** in respect of:

- a) the defence of any criminal proceedings brought against the **Insured**, director or **Employee** of the **Insured** in respect of an alleged offence occurring during the **Period of Insurance** under Part II of the Consumer Protection Act 1987 or any subsequent amending legislation
- b) any appeal against a conviction arising from such proceedings

Provided, that such director or **Employee** always complies with the terms of this **Policy** the **Insurer** shall not be liable for:

- a) the payment of fines and penalties
- b) proceedings consequent upon any deliberate act or omission

#### 2. Food Safety Act Legal Defence Costs

The **Insurer** shall indemnify the **Insured** and, if the **Insured** so requests, any **Employee** or any director or partner of the **Insured** in respect of **Legal Costs** incurred with the written consent of the **Insurer** in the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of Part 2 of the Food Safety Act 1990 or any subsequent amending legislation arising out of the **Business**.

This Extension will not apply:

- a) to fines or penalties of any kind; and/or
- b) to proceedings consequent upon any deliberate act or omission by:
  - i) the **Insured**; and/or
  - ii) any partner or director or **Employee** of the **Insured** which could reasonably have been expected to constitute a breach of applicable legislation having regard to the nature and circumstances of such act or omission;

for the purposes of this Extension, **Products** shall be deemed to include food or drink for consumption **Insured's Premises**.

### Exclusions

The **Insurer** will not indemnify the **Insured** against liability arising from:

#### 1. Injury to Employees

**Injury** sustained by an **Employee** arising out of and in the course of his/her employment or engagement by the **Insured**.

#### 2. Damage to property

**Damage** to property belonging to or in the custody or control of the **Insured**

#### 3. Libel, Slander and Intellectual Property

- a) Libel or slander; and/or
- b) infringement of plans, copyright, patent, trade name, trade mark or registered design.

#### 4. Contractual Liability

**Injury** or **Damage** arising directly or indirectly from **Products** sold, supplied, repaired, altered, treated, installed, serviced, tested, processed or delivered by the **Insured** on terms less favourable to the **Insured** than the ordinary process of law governing their sale, supply, repair, alteration, treatment or installation.

This Exception shall not apply if liability would have attached in the absence of such terms.

**5. Damage to Products & Defective Work**

The **Insurer** will not indemnify the **Insured** against liability:

- a) in respect of **Damage** to the **Products**.
- b) for the cost of repair alteration or replacement of
  - i) defective work
  - ii) the **Products**  
including the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the **Products** and any other property (unless physically **Damaged** by the **Products**) to such repair alteration or replacement.
- c) to make any refund of the payment received for the **Products**.

**6. North American Exports**

The **Insurer** will not indemnify the **Insured** against liability arising directly or indirectly in connection with:

- a) **Products** sold or supplied by the **Insured** to the United States of America Canada or any territory within their jurisdiction; and/or
- b) **Products** which to the best of the **Insured's** knowledge and belief are intended by the **Insured** or any other party to be and are in fact sold or supplied to the United States of America Canada or any territory within their jurisdiction.

If notwithstanding the above exclusion the **Insurer** incurs liability to pay any sum as a result of judicial process in the Courts of Law of the United States of America or Canada then the **Insured** shall repay to the **Insurer** all such sums which the **Insurer** would not have been liable to pay but for such process.

**7. Marine and Aviation**

The **Insurer** will not indemnify the **Insured** against liability caused by or arising connection with any **Products** which to the knowledge of the **Insured** is or are for use in or incorporation into any craft designed to travel in, on or through air or space or in the safety or navigation of marine craft of any sort.

## Section 4 - Tools and Trade Materials

### The Cover

The **Insurer** will indemnify the **Insured** against **Damage** to the undernoted property occurring during the **Period of Insurance** and within the **Territorial Limits** or any member state of the European Union including whilst in **Transit**, and arising from any accidental cause not otherwise being excluded, subject always to the limits, terms, conditions and exclusions of this Section and the **Policy**:

- a) tools of **Business** and **Business** equipment being portable hand tools and ladders (including power driven portable hand tools), **Business** and office equipment, computer equipment and **Software** either the property of the **Insured** and/or **Employees** or hired in for which the **Insured** and/or **Employees** are responsible under a written contract of hire;
- b) goods pertaining to the **Business** the property of the **Insured** or held by the **Insured** in trust or on commission (other than tools of the **Business**) being carried by the **Insured's** motor vehicle(s).

### Limits of Liability

The Liability of the **Insurer** under this Section shall not exceed:

- a) £1500 any one item
- b) £1500 any one **Occurrence** in respect of Item (a) (unless a higher **Sum Insured** is specified in the **Schedule**)
- c) £1500 any one **Occurrence** in respect of Item (b) (unless a higher **Sum Insured** is specified in the **Schedule**)

### Condition

#### 1. Unattended Vehicle/Building

It is a condition precedent to the **Insurer's** liability that:

- a) when any vehicle is left **Unattended** all windows and doors are closed and all locks and other security devices are in actual and complete operation and the keys are removed from the vehicle;
- b) when any building is left **Unattended** all protections shall be in full and proper operation.

### Clauses

#### Basis of Settlement

The basis on which **We** settle any claim will be as follows:

#### 1. Tools and Equipment

- a) when any item is destroyed or lost:
  - i) its replacement by a similar item in a condition equal to but not better or more extensive than its condition when new
- b) when any item is **Damaged**:
  - i) repair of the **Damage** and the restoration of the **Damaged** portion of the item to a condition substantially the same but not better or more extensive than its condition when new

#### 2. Trade Materials

- a) by payment for the value of such materials at the time of **Damage**, or
- b) by replacement

### Extensions

#### 1. Removal of Debris

The **Insurer** shall pay for the necessary and reasonable costs and expenses incurred by the **Insured** in:

- a) removing or reloading the **Property Insured**;
- b) removing debris of such **Property Insured**;
- c) dismantling or breaking up such **Property Insured**;

following the **Occurrence** of an insured loss under this **Policy** provided that:

- a) the liability of the **Insurer** shall not exceed £250 any one **Occurrence** which amount is in addition to the Limits of Liability stated herein;
- b) this Extension does not cover any costs or expenses in connection with seepage Pollution or Contamination as defined in General Exclusion 4 of any kind or description arising directly or indirectly from any cause.

#### 2. Clothing and Personal Effects

The **Insurer** shall pay for loss of, destruction of or **Damage** to clothing and personal effects of the driver and/or attendant caused by or following an accident to the conveying vehicle or trailer whilst going about the **Business** for an amount not exceeding £250 any one **Occurrence**, which amount is in addition to the Limits of Liability stated herein.

## Exclusions

### 1. Excluded Property

This Section does not cover (unless specified in the **Schedule**):

- a) moveable property in the open where **Damage** arises as a result of wind, rain, hail, sleet, snow, flood or dust.
- b) property whilst it is operational or being worked upon or undergoing maintenance, repair, restoration or testing.
- c) computer records.
- d) **Money**.
- e) livestock.
- f) precious stones, bullion, gold or silver articles and jewellery

### 2. Excluded Causes

The **Insurer** shall not indemnify the **Insured** for:

- a) **Damage** caused by:
  - i) inherent vice, latent defect, gradual deterioration, wear, tear, frost, its own faulty or defective design or materials;
  - ii) faulty or defective workmanship, operational error or omission on the part of the **Insured** or any **Employee**; but this shall not exclude subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.
- b) **Damage** caused by:
  - i) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, change in colour, flavour, texture or finish, dampness, dryness, marring, scratching, dust, chemical action or reaction, pests, vermin or insects, depreciation, delay or the carriage of explosives;
  - ii) change in temperature or atmospheric or climatic conditions;
  - iii) mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates and erasure or distortion of data records or systems by electromagnetic flux; but this shall not exclude: such **Damage** which results from a **Defined Peril** or from any other cause, not being an Excluded Cause or otherwise excluded subsequent **Damage** which itself results from a cause not being an Excluded Cause or otherwise excluded.
- c) **Damage** caused by
  - i) acts of fraud or dishonesty by any **Employee**;
  - ii) unexplained disappearance, unexplained or inventory shortage, misfiling or misplacing of information;
  - iii) any process of fitting, testing, servicing, repair, renovation or adjustment.
- d) theft from any **Unattended** motor vehicle and/or trailer between the hours of 20:00 and 07:00 unless the vehicle or trailer:
  - i) is in a securely locked garage; or
  - ii) has in full and effective operation an automatically activating immobiliser and an automatically setting security alarm installed and certified by a Vehicle Security Installation Board accredited installer. Such alarm must comply with Thatcham Category 1 specification or comply with BS6803 and be powered by its own battery and cover the rear door of a commercial vehicle;
- e) theft from open sided or open backed vehicles/trailers.
- f) theft of any mobile telephone or computer (including parts, equipment and accessories) or computer **Software** from an **Unattended** motor vehicle or trailer unless such theft results from forcible and violent entry into a securely locked motor vehicle boot.
- g) loss of or **Damage** to glass, other than arising from the explosion or theft or accident to the conveying vehicle.
- h) any consequential losses or any costs of replacing or reinstating data or re-writing documents.

## Section 5 - Terrorism

### Definitions

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

#### Act of Terrorism

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

#### Computer Systems

A computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

#### Consequential Loss

Loss resulting from interruption of or interference with the **Business** carried on by **You** at the **Premises** in consequence of **Damage** to property used by **You** at the **Premises** for the purpose of the **Business**.

#### Damage

Loss or destruction of or damage.

#### Data

Data of any sort whatever, 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 information whatever.

#### Denial of Service Attack

Any actions or instructions constructed or generated with the ability to **Damage**, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of Service Attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

#### Event

All individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **Act of Terrorism**. The date and time that any such period of 72 hours shall commence shall be set by **Us**.

#### Hacking

Unauthorised access to any **Computer System**, whether **Your** property or not.

#### Nuclear Installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a) the production or use of atomic energy;
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

#### Nuclear Reactor

Any plant (including any machinery, equipment or appliance, whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

#### Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

#### Territorial Limits

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

This shall include the Channel Tunnel up to the frontier with the Republic of France, as set out by the Treaty of Canterbury.

**Virus or Similar Mechanism**

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to **Damage**, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems, Data** or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to **Damage**, interfere with, adversely affect, infiltrate or monitor as above.

**Cover**

We will pay for **Damage** to property within the **Territorial Limits** or **Consequential Loss** arising from an **Act of Terrorism**.

Cover is applicable to the following Sections when shown within **Your Schedule**:

Property Damage, Business Interruption, Specified All Risks, Money and Goods In Transit.

**Basis of Settlement**

The most **We** will pay for any one **Event** and in total in any one **Period of Insurance** will not exceed:

- a) the total sum insured, or
- b) for each item its individual sum insured, or
- c) any other limit of liability

whichever is the less as stated within the applicable Sections shown in the Terrorism Section of **Your Schedule**.

**Maximum Period**

The **Period of Insurance** provided by this Section shall be to a maximum of 12 months from the Effective Date or Renewal Date of this policy.

Any subsequent period of cover of 12 months, or part thereof, provided by this Section shall be deemed to constitute a separate **Period of Insurance**, provided that:

- a) no subsequent **Period of Insurance** by this Section shall extend beyond the next Renewal Date of this policy, and
- b) the renewal premium due in respect of this Section has been paid by **You** and received by **Us**.

**Conditions**

It is agreed that:

- a) in any action, suit or other proceedings where **We** allege that any **Damage** or **Consequential Loss** is not covered by this policy the burden of proving that such **Damage** or **Consequential Loss** is covered shall be upon **You**
- b) any long term agreement in place is not applicable to **Terrorism**
- c) this Section is:
  - i) not subject to any of the Exclusions specified elsewhere in this policy other than those stated in the Exclusions below
  - ii) subject to all the other terms, limits of liability, definitions, provisos and conditions of this policy (including but not limited to any **Excess** or deductible to be borne by **You**) except as expressly varied hereby.

**Exclusions**

This Section does not cover **Damage** or **Consequential Loss** directly or indirectly:

1. caused by or contributed to by or arising from or occasioned by or resulting from riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power
2. caused by contributed to by or arising from or occasioned by or resulting from:
  - a) **Damage** to any **Computer System** or
  - b) any alteration, modification, distortion, erasure or corruption of **Data** in each case whether **Your** property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from **Virus or Similar Mechanism** or **Hacking** or **Phishing** or **Denial of Service Attack**.

This Exclusion shall not apply in respect of:

- a) **Damage** which itself results directly (or, solely as regards to (b) (iii) below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or water-going vessel or of any vehicle whatsoever, or of any goods or cargo carried in or on such vessel or vehicle, **Damage** to or movement of buildings or structures, plant or machinery other than any **Computer System**; and
- b) comprises:
  - i) the cost of reinstatement, replacement or repair in respect of **Damage** to **Your** Property; or
  - ii) **Consequential Loss** as a direct result of **Damage** to Your Property or as a direct result of denial, prevention or hindrance of access to or use of the **Premises** by reason of an **Act of Terrorism** causing **Damage** to other Property within one mile of the Premises to which access is affected; or
  - iii) the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of **Damage** to **Your** Property and any additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish such loss and

- c) is not proximately caused by an **Act of Terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

The meaning of Property for the purposes of this Exclusion shall exclude:

- a) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any other financial instrument of any sort whatever; and  
b) any **Data**.

Notwithstanding the exclusion of **Data** We will pay **Consequential Loss**:

- a) directly resulting from **Damage** to Property to the extent that such **Damage** within the meaning of sub-paragraph 2. (b) directly results from any alteration, modification, distortion, erasure or corruption of **Data**  
b) as a result of an occurrence of one or more of the events referred to in sub-paragraph 2. (a) results directly or indirectly from any alteration, modification, distortion, erasure or corruption of **Data**

In no other circumstances will any loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of **Data** be covered by this Section.

3. In respect of:

- a) any **Nuclear Installation** or **Nuclear Reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **Nuclear Installation** or **Nuclear Reactor**.  
b) any property not being a block of flats which is insured in the name of a private individual and is occupied by that individual for residential purposes  
Other than:  
i) flats and houses insured by trustees and sole traders provided they do not occupy any part of the premises as their own private residence  
ii) properties which comprise mixed residential and commercial use provided the commercial element exceeds 20%  
c) any property which is insured by or would but for the existence of this policy be insured by any form of transit or aviation or marine policy  
d) bankers blanket bonds  
e) any other type of property which is specifically excluded elsewhere in this policy.



## Complaints Procedure

If **You** have any questions or concerns about **Your Policy** or the handling of a claim **You** should, in the first instance, contact the Insurance Broker who arranged this insurance. In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time by referring the matter to Thistle Underwriting at the address shown below. Please ensure that **You** provide details of **Your Insurance Policy** and in particular **Your Insurance Policy** number to help **Us** deal with **Your** complaint efficiently and promptly.

Thistle Underwriting  
St. David's Court  
Union Street  
Wolverhampton,  
WV1 3JE

T: 01902 714 000  
E: [complaintsoffice@thistleinsurance.co.uk](mailto:complaintsoffice@thistleinsurance.co.uk)

If **You** have a complaint about any insurance policy purchased online the European Union has launched the European Online Dispute Resolution platform (ODR). If a dispute arises the website helps **You** to escalate **Your** complaint to a local dispute resolution service to solve the problem.

Use of the service is free and the process is handled totally online. To access the ODR platform please use the following address <http://ec.europa.eu/odr>

If **You** remain dissatisfied following receipt of the final response **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service  
Exchange Tower  
1 Harbour Exchange Square  
London  
E14 9SR  
T: 0800 023 4567  
W: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note that not all Businesses are eligible for the services of the Financial Ombudsman Service please refer to them for specific information.

Covea Insurance plc is covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to receive compensation if it cannot meet its financial obligations. Further information about compensation schemes arrangements is available from the FSCS:

Financial Services Compensation Scheme (FSCS)  
10th Floor  
Beaufort House  
15 St Botolph Street  
London,  
EC3A 7QU  
T: 0207 741 4100 or 0800 678 1100  
W: [www.fscs.org.uk](http://www.fscs.org.uk)

If **You** take any of the actions mentioned above it will not affect **Your** right to take legal action.