



Policy wording

Darwin Clayton Heating and Ventilation Contractors

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Welcome

Thank you for choosing AXA

Thank **you** for choosing AXA. Please read carefully all documents that **we** have provided and keep them in a safe place.

If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us** or **your** insurance adviser.

Your policy

Your policy is divided into a number of sections. The sections of cover that apply in addition to the General introduction section are shown under **your** cover summary which is in the schedule. **Your** cover summary contains a list of sections available, but only those shown as 'insured' apply. Where a section does not apply **your** cover summary will state that it is 'not insured' and this section will not be included within the **policy**.

Your policy is a contract of insurance between **you** and **us** and **you** have a duty to make fair presentation of the risk to **us** in accordance with the law.

The **policy** describes the cover for which **we** have accepted **your** premium. The **policy** wording, schedule and any endorsements must be read together.

Your policy is renewable provided **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout **your policy**, **we** use defined terms. Defined terms are used to explain what a word means and are highlighted in bold blue print.

Headings have been used for **your** guidance to help **you** understand the cover provided. The headings do not form part of the contract.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the Policy conditions and any conditions of cover that are applied to each section.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a claim

If **you** need to make a claim please first check **your policy** to make sure **you** are covered. **You** must then follow the Claims notification condition and Claims procedures condition on pages 5 and 6 of this section, headed Policy conditions.

Please contact **your** insurance adviser who will help **us** deal with **your** claim.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' on page 72 of this section.

Meanings of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section.

Business

Business shown in **your** schedule.

Excess

First amount of any claim or claims for which **you** are responsible.

Period of insurance

Period from the start date to the expiry date of **your** cover shown in **your** schedule.

Policy

Policy, schedule and any endorsements attached or issued.

Policy territories

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

We/us/our

AXA Insurance UK plc.

You/your/yourself

Person(s), firm, company or organisation shown in your schedule as The insured.

Policy conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any claim or reduce the amount of any claim payments.

Applicable law condition

You and **we** can choose the law which applies to this **policy**. **We** propose that the Law of England and Wales apply. Unless **we** and **you** agree otherwise, the Law of England and Wales will apply to this **policy**.

Cancellation condition

- 1 **You** may cancel **your policy** within 14 days of receiving **your policy** in the first **period of insurance** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements.
- 2 **You** may cancel **your policy** at any time if the **business** is sold by **you** or **you** cease trading or **you** sell all the property insured shown in **your** schedule.
- 3 **We** can cancel **your policy**
 - a at any time by giving 30 days written notice to **your** last known address
 - b immediately, without giving **you** notice if the premium has not been paid to **us**.

Where **your policy** is cancelled in accordance with any of the above provisions, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided that no claim has been paid or is outstanding in the current **period of insurance**.

Cancellation of **your policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the expiry date.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **business**
- 2 in the person, firm, company or organisation shown in **your** schedule as the insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claims notification condition

You must

- 1 as soon as practical
 - a give **us** notice of any circumstances which might lead to a claim under **your policy**
 - b give **us** all the information **we** request.
- 2 immediately
 - a on receipt send **us** every letter, court order, summons or other legal document served upon **you**
 - b tell **us** about any prosecution, inquest or fatal accident inquiry or dispute for referral to adjudication or court proceedings in connection with any potential claim under **your policy**
 - c notify the police of any loss or damage that has been caused by malicious persons, thieves, rioters, strikers or vandals.

We will not pay **your** claim where **you** have not complied with this condition.

Claims procedures condition

- 1 **You** must take or allow others to take practical steps to prevent further injury, loss or damage, recover property lost and otherwise minimise the claim.
- 2 At **your** expense **you** must provide **us** with
 - a full details in writing of any injury, loss or damage and any further information or declaration **we** may reasonably require
 - b any assistance to enable **us** to settle or defend a claim
 - c details of any other relevant insurances.
- 3 **You** may not accept, negotiate, pay, settle, admit or repudiate any claim without **our** written consent.
- 4 Following a claim **you** must allow **us** or anyone authorised by **us**
 - a access to premises
 - b to take possession of, or request delivery to **us** of any property insured.
- 5 **You** may not abandon any property to **us**.
- 6 **We** will be allowed complete control of any proceedings and settlement of the claim.

We will not pay **your** claim where **you** have not complied with this condition.

Fair presentation of risk condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal. If **you** do not comply with this condition then

- 1 If the failure to make a fair presentation of the risk is deliberate or reckless **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
- 2 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would not have provided cover had **you** made a fair presentation, then **we** can elect to make **your policy** void and return **your** premium or

- 3 If the failure to make a fair presentation of the risk is not deliberate or reckless and **we** would have issued cover on different terms had **you** made a fair presentation of the risk then **we** can:
 - a reduce proportionately any amount paid or payable in respect of a claim under **your policy** using the following formula. **We** will divide the premium actually charged by the premium which **we** would have charged had **you** made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
 - b treat **your policy** as if it had included the different terms (other than payment of the premium) that **we** would have imposed had **you** made a fair presentation.
- 4 Where **we** elect to apply one of the above then
 - a if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal.
 - b **we** will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the **policy**, or the date of variation or from the date of renewal
 - c **we** will treat the **policy** as having different terms imposed from the start of the policy, or the date of variation or from the date of renewaldepending on when the failure to make a fair presentation occurs.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under **your policy**;
- 2 knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine); or

- 3 knowingly submit a false or forged document in support of a claim (whether or not the claim itself is genuine),

We will:

- a refuse to pay the claim;
- b declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Instalments condition

If **you** fail to pay a premium instalment to **us** on the date due, this will result in **your policy** being cancelled from the date the missed instalment was due. **You** will not be entitled to any return of premium where this happens.

If a claim has been made or there has been any incident likely to lead to a claim during the current **period of insurance** the annual premium remains due in full.

Other insurance condition

If a claim is made under **your policy** and there is other insurance cover for which **you** are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim
or
- 2 an amount beyond that which is or would be payable under the other insurance.

Policy administration fees condition

We may charge **you** an administration fee if **we**

- 1 make any changes to **your policy** on **your** behalf
- 2 agree to cancel **your policy**, or
- 3 are requested to print and re-send **your policy** documents to **you**.

We will not make a charge without informing **you**.

Reasonable care condition

You must take reasonable steps to

- 1 prevent or protect against injury, loss or damage
- 2 keep **your** premises, machinery, plant and equipment and all other property insured in good condition and in full working order
- 3 remedy any defect or any danger that becomes apparent, as soon as possible.

If required by **us**, **you** must allow access to **your** premises and/or activities of **your business** to carry out inspection or survey. **You** must complete any risk improvements that **we** ask for, within a reasonable period of time advised by **us**.

We will not pay **your** claim where **you** have not complied with this condition.

Renewal term agreement condition

If **your** schedule shows that a renewal term agreement is operative, certain terms and conditions have been agreed by **you** and **us** that regulate the annual premium at which **we** will offer renewal. The agreement is included as part of the insurance contract and if **we** offer renewal in accordance with the agreement **you** agree that **your policy** will be renewed each year up to the expiry date of the agreement shown in **your** schedule.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any claim or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf

- 1** the defence or settlement of any claim
- 2** steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

This contract is between **you** and **us**. The rights under this contract will not be enforceable by any other party because of the Contract (Rights of Third Parties) Act 1999.

Public liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Public liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Clean up costs

Costs and expenses of remediation of environmental damage or environmental harm.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training scheme and under **your** control or supervision.

Enforcing authority

Any government or statutory authority, implementing or enforcing environmental protection legislation in the **policy territories**.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Hot work

Any work that requires uses or produces open flames or any other sources of heat or sparks that could ignite flammable or combustible materials.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Nuisance or trespass

Nuisance, trespass to land or trespass to goods, or interference with any easement.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Pollutants

Any solid liquid or gaseous pollutant, contaminant or irritant substance or any biological agent that is a danger to human health.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Products

Products that **you** have sold, supplied, provided or delivered including

- 1 containers, packaging, labelling, instructions or advice in connection with products
 - 2 services that have been completed as part of a contract for the sale or supply of products
- in the course of the **business**.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory

duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Services

Work process or other operation that **you** undertake or is undertaken on **your** behalf including any goods or materials used in connection with the work process or other operation in the course of the **business**.

Sudden incident

Sudden identifiable unintended and unexpected incident that does not originate from a gradual, continuous or repetitive cause.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

Underground services

Pipes, cables, mains or other underground services.

Works

Work goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible, in the course of the **business**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of

- 1 **bodily injury**
- 2 **personal injury**
- 3 **property damage**
- 4 **nuisance or trespass**

occurring during the **period of insurance** in connection with the **business**.

If legal liability to pay damages in respect of **property damage** or **nuisance or trespass** arises from a release or escape of **pollutants** into the

atmosphere or onto land, water, buildings or any structure, the cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** within the **policy territories** and all **property damage** or **nuisance or trespass** will be considered as having occurred at the time of the **sudden incident**.

Accidental release of asbestos cover

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim first made against **you** and notified to **us** during the **period of insurance** arising from the accidental and unplanned release of **asbestos**.

The maximum amount **we** will pay for the total of all damages, **clean up costs** and **claim costs** arising from claims first made against **you** and notified to **us** during the **period of insurance** caused by or arising from **asbestos** is £2,000,000.

We will not cover

- 1 claims
 - a relating to the fear suffered by any person of the consequences of exposure to **asbestos**
 - b in respect of **property damage, nuisance or trespass** or **clean up costs**, unless arising from contamination resulting from the unplanned release of **asbestos** due to a **sudden incident** which happens at a specific time and place during the **period of insurance** in the course of any work, process or other operation
 - c to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove **asbestos** in or on premises
 - i that **you** have disposed of
 - ii owned, leased, let, rented, hired or lent to **you**
 - iii for which **you** have any statutory duty to manage **asbestos**
 - d for any incident known to **you** or for which **you** should have been aware before the start of this policy.
- 2 the amount of excess shown in **your** schedule in respect of **property damage, nuisance or trespass** or **clean up costs** caused by or arising from **asbestos**.

If during the **period of insurance** you first become aware of any circumstances that may give rise to a claim under this Section and notification is given to **us** during or within 7 days of the expiry of the **period of insurance**, **we** will if a claim is subsequently made against **you** consider such circumstances as having been made during the **period of insurance** that **you** first become aware.

The following additional condition applies to this section.

- 1 If **you** have contracted or reached agreement for the investigation, handling, removal, stripping out, demolition, transportation or disposal of **asbestos**, a written risk assessment must be undertaken and controls put in place to prevent the release of **asbestos**
- 2 If **you** discover any materials that are known or suspected to be **asbestos** prior to or in the course of any work, process or other operation, **you** must immediately upon discovery take steps to suspend or cease such work, process or other operation until the composition of the materials is established
- 3 **You** must ensure that any **asbestos** is investigated, handled, removed, stripped out, demolished, transported and / or disposed of in accordance with Health and Safety regulations in force within the **policy territories**.

If **you** do not comply with this condition **you** will not be covered and **we** will not make any payment in respect of a claim.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**
- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises

- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages or **clean up costs** is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Contingent motor liabilities cover

We will cover the amount of damages which **you** are legally liable to pay and **claim costs** in respect of accidental

- 1 **bodily injury**
- 2 **property damage**

occurring during the **period of insurance** and arising out of

- a the use by an **employed person** of their own motor vehicle within the European Union in connection with the business
- b the movement of any motor vehicle, not owned by, or provided by **you**, or an **employed person** that is preventing access to, or causing an obstruction within **your** premises or any site at which **you** are working

and the Road Traffic Act exclusion in this section will not apply to that liability.

We will not pay

- 1 for loss of or damage to any motor vehicle referred to in **a** or **b** above
- 2 unless the motor vehicle is being driven with **your** permission and **you** have taken

reasonable steps to ensure that the person driving holds a valid licence to drive the motor vehicle

- 3 where cover is provided by another insurance policy.

Cross liabilities cover

Any person, firm, company or organisation covered by this section, is entitled to the cover as if a separate policy had been issued to each and where **you** are a membership organisation, the cover will apply to each member as if a separate policy had been issued to each member.

However the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.

Data protection cover

We will cover the amount of compensation which **you** are legally liable to pay in respect of **personal injury** occurring during the **period of insurance**, arising from holding personal data, or, as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** in the course of the **business**.

We will only pay

- 1 amounts of compensation which **you** are ordered to pay, or which **you** might reasonably be expected to pay by a court having jurisdiction
- 2 if **you** are registered or are in the process of registration (and the application has not been refused or withdrawn) under Data Protection legislation

within the **policy territories**.

We will not cover

- 1 fines or penalties imposed by a court
- 2 the costs of any appeal against the refusal of an application for registration or alteration, in connection with the Data Protection legislation or any enforcement, de-registration or prohibition notice
- 3 the cost of replacing, reinstating, rectifying or erasing any personal data
- 4 refund of monies paid to **you** by any claimant

- 5 compensation costs and expenses covered by any other more specific insurance.

The maximum **we** will pay for compensation, costs and expenses in total, as a result of all occurrences during any one **period of insurance**, is the **data protection** limit of indemnity shown in **your** schedule.

Defective Premises Act cover

We will cover the amount of damages which **you** are legally liable to pay in respect of accidental **bodily injury** or **property damage**, occurring during the **period of insurance**, arising out of premises **you** have disposed of, but had previously owned in connection with the **business**.

We will not cover

- 1 loss of or damage to the land or premises disposed of or in connection with the cost of rectifying any defect or alleged defect in them
- 2 any liability for which **you** are covered under any other insurance policy.

Environmental clean up cover

We will cover the amount of **clean up costs** which **you** are legally liable to pay, under a notice or order imposed upon **you** by an **enforcing authority**, arising from a release or escape of **pollutants**, onto or into land, surface water or ground water.

The cover will only apply to a **sudden incident** which happens at a specific time and place during the **period of insurance** in connection with the **business**, within the **policy territories**.

The maximum **we** will pay for all **clean up costs**, as a result of one **sudden incident** or all such incidents happening during any one **period of insurance**, is £100,000 in any one **period of insurance**.

Where a claim for damages arises in addition to **clean up costs** as a result of the same **sudden incident**, the maximum **we** will pay for the total amount of damages and **clean up costs** added together, will not exceed the public liability limit of indemnity shown in **your** schedule.

We will not cover any part of a claim for **clean up costs**

- 1 at, in or upon property that is or was, owned by **you**, or in **your** possession, or in **your** custody or under **your** control
- 2 to achieve an improvement or alteration in the condition of the land, or any surface or ground water beyond that
 - a necessary to meet the standards required by law at the start of remediation
 - b existing at the time of a **sudden incident** for which a claim is made under this section.

Housing grants cover

We will pay the amount of an award in relation to an occurrence where cover is provided under this section, made in respect of a construction dispute and resulting from an adjudication procedure under the provisions of Housing Grants Construction and Regeneration legislation within the **policy territories**.

You must comply with the following conditions or **we** have the right to refuse to pay **your** claim. If any payment is made it will not affect any of **our** other rights under the conditions of **your policy**.

You must

- 1 forward to **us**, any notice of intention to refer a dispute to adjudication within 24 hours of receipt and within a further 48 hours provide full written details and/or any other applicable evidence in respect of the matter notified
- 2 provide **us** notice of any intention by **you** to issue a notice of intention to refer a dispute to adjudication
- 3 not accept any award made by an adjudicator to a dispute as being final without **our** prior agreement.

JCT contracts cover

If **you** are required to arrange insurance under the terms of Clause 6.5.1 of the JCT Conditions of contract or any contract condition requiring similar insurance on behalf of any **principal**, **we** will provide cover, so far as is necessary to meet the terms of the contract, for a temporary period of up to 21 days from the start date of

the contract, or the date that any preliminary works are started on site, whichever is earlier. Temporary cover will cease immediately if other insurance is arranged during the period of temporary cover.

We will not provide cover for

- 1 piling, ground stabilisation or underpinning works
- 2 demolition or partial demolition of buildings or structures
- 3 use of explosives.

The maximum amount **we** will pay for any expense, liability, loss, claim or proceedings incurred or sustained arising from one **event**, is the public liability limit of indemnity shown in **your** schedule or any lesser amount specified in the contract conditions mentioned above.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person of yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**.
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Property in your care cover

The cover provided by this section will apply to the following property whether or not it is in **your** possession or custody or under **your** control at time of the occurrence of loss or damage

- 1 premises which are leased, let, rented, hired or lent to **you**
- 2 premises, including contents, which are not owned or rented by **you**, where **you** are temporarily carrying out work in connection with the **business**
- 3 the vehicles or personal effects of **employed persons** or visitors while on **your** premises.

We will not provide cover for

- 1 any **contractual liability**
- 2 loss of or damage to property for which **you** have an agreement to arrange insurance on behalf of the owner, or as if **you** were the owner, under a tenancy, rental or hire agreement
- 3 **clean up costs**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** or **property damage** occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you** or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Limit of indemnity

- 1 The public liability limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages arising from one **event**.
- 2 The public liability limit of indemnity is also the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance** caused by or originating from
 - a release or escape of **pollutants**

b goods or materials sold, supplied, provided or delivered by **you** or on **your** behalf and which are not for use in connection with **works**.

- 3 The terrorist act limit of indemnity shown in **your** schedule is the maximum amount **we** will pay for all damages as a result of all occurrences during any one **period of insurance**, arising directly or indirectly in connection with **terrorist act**.
- 4 If **we** cover more than one person, firm, company or organisation, the amount payable by **us** in total, on behalf of all entitled to cover, shall not in any circumstances exceed the limit of indemnity shown in **your** schedule.
- 5 **We** will pay **claim costs** in addition to the limit of indemnity applicable to the claim or claims, except if an action for damages is started or brought in the United States of America or Canada.
- 6 If an action for damages is started or brought in the United States of America or Canada, **we** will not pay more than the limit of indemnity shown in **your** schedule, for the total of all damages and **claim costs** arising from the action.
- 7 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims. If **we** have agreed to pay **claim costs** in addition to the limit of indemnity, **we** will pay the costs incurred before the date of the claim payment.

✗ What is not covered

Aircraft and watercraft exclusion

We will not cover claims caused by or arising from **you** owning, possessing or using any

- 1 type of aircraft or spacecraft
- 2 watercraft or hovercraft exceeding 8 metres in length that is ordinarily capable of movement by mechanical power and which is under **your** control.

Airside exclusion

We will not cover claims caused by or arising from any work in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Contractual liability exclusion

We will not cover claims

- 1 where the terms of any contract or agreement made by **you**, prevent **us** from taking over the full defence or settlement of the claim
- 2 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Damage to works exclusion

We will not cover claims for loss of or damage to

- 1 **works**
- 2 any work process or other operation that has been completed by **you** or on **your** behalf, or for which responsibility has been handed over, caused by or arising from defect in or unsuitability of, any part of that work process or other operation.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims

- 1 caused by or arising from any deliberate act, error or omission
 - a where the results are intended or expected, or are reasonably foreseeable by **you**
 - b by anyone other than **you**, so far as cover is requested for their own liability.

- 2 for **clean up costs** in circumstances where **you** have knowingly
 - a deviated from any regulatory notice, order or protection ruling
 - b omitted to inspect, maintain or perform necessary repairs to plant or machinery for which **you** are responsible.

Efficacy excess exclusion

The **excess** that will apply to each and every **event** arising from the failure of **products supplied** to correctly fulfil its intended function is the first £500 or 10% whichever is the greater subject to a maximum contribution of £5,000 for any one loss.

Electronic data exclusion

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of **electronic data**
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of **electronic data** or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or **electronic data** to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Employee injury exclusion

We will not cover claims for **bodily injury** sustained by any **employed persons** arising out of and in the course of their employment with **you**.

Employment dispute exclusion

We will not cover claims caused by or arising from a dispute with, or proceedings brought by any person for

- 1 their existing, past or prospective contract of employment with **you**
- 2 a breach of employment related legislation.

Excess exclusion

The **excess** will apply to each **event** for loss as stated in **your** schedule.

Foreign manual work exclusion

We will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons resident within the **policy territories**, for up to 180 days in total, during any one **period of insurance**.

Hazardous locations exclusion

We will not cover claims caused by or arising from any work on or in

- 1 rivers, reservoirs, canals, docks, harbours, quays, wharves, piers or jetties
- 2 watercraft, railways, aircraft, airports or airfields
- 3 chemical or petrochemical works oil or gas refineries or storage facilities
- 4 collieries, mines or quarries
- 5 nuclear installations or power stations.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

Offshore exclusion

We will not cover claims caused by or arising from any work **offshore**.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification, or testing undertaken or given for a fee
- 2 planning, project management or supervision of **works** where **you** are engaged to act in that capacity, either for a specific fee, or under an agreement separate from that to execute the **works**.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover any claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify, investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund.

Road Traffic Act exclusion

We will not cover claims caused by or arising from the ownership, possession or use by **you** or on **your** behalf of any motor vehicle, trailer or mobile plant in circumstances where compulsory insurance or security is required by Road Traffic Legislation or where cover is provided (or would be provided but for breach of the terms of cover) by another insurance.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not),

civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or loss of or damage to property by or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Burning of debris condition

The following precautions must be complied with each time that **you**, an **employed person** or authorised person acting on **your** behalf undertake the burning of debris in connection with the **business** on a site where **you** are working anywhere in the **policy territories**.

- 1 the debris to be burnt must be located in a clear area on the site where **you** are working and at a distance of 15 metres from any buildings and property
- 2 the site where the debris is being burnt must not be left unattended at any time
- 3 a suitable fire extinguisher to be kept available at the site of the burning of the debris for immediate use
- 4 the burning debris must be extinguished at least 60 minutes prior to leaving the site at the end of each working day.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Hot work precautions condition

The following precautions must be complied with each time that **hot work** is undertaken away from **your** premises

- 1 the area where the work is to be completed must be cleared of all combustibles
- 2 combustible floors and other combustible property which cannot be moved, must be protected by non combustible material and where welding, cutting or grinding equipment is being used, this must extend to at least 6 metres from or beneath the work area
- 3 where there is a danger of ignition either directly, or by conduction of heat, through any partitions or walls, the area on the other side must be inspected and combustible material removed
- 4 at least one fire extinguisher, of a type suitable for the use required, must be kept adjacent to the work or task and ready for immediate use
- 5 no heat producing equipment must be left out of view of its operator or firewatcher whilst lighted or powered, or whilst hot
- 6 a thorough safety check for signs of fire or combustion around, above or below the work area must be made at regular intervals, for at least 30 minutes after each period of work is completed.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Legionella precautions condition

If **you** own or are responsible for water systems, water installations or cooling systems, a written risk assessment must be undertaken and controls put in place to prevent the growth of biological agents that may cause disease or illness.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Plant hire condition

If any items of mechanical plant or equipment are hired out by **you** to customers, **you** must do so under the general form of conditions for the hiring of plant recommended by the Contractors Plant Association (CPA), Hire Association Europe (HAE) or other form of conditions agreed by **us** in writing.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

This condition will only apply when shown as operative on **your** schedule.

Sub-contractors (works) condition

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **works**, **you** must take reasonable steps to obtain confirmation from the sub-contractor, prior to starting work that they have insurance in force throughout the period of their involvement in the **works**.

A written record must be retained by **you** for inspection by **us** if a claim arises for which the sub-contractor may have a responsibility, showing evidence of

- 1 Employers liability insurance in the name of the sub-contractor, covering liability to employees in accordance with any law relating to compulsory insurance
- 2 Public liability insurance covering the legal liability of the sub-contractor, to anyone who is not one of their employees and which
 - a has a limit of indemnity not less than the public liability limit of liability shown in **your** schedule, or any other amount agreed by **us** in writing
 - b includes a clause providing benefit of cover to **you** in similar terms to the principals liability cover provided by this section

- c covers the type of work carried out by the sub-contractor in connection with **works**.

If **you** appoint any sub-contractor (other than an **employed person**) to carry out **works**, in an emergency that leaves insufficient time to obtain all written evidence as required by this condition, **we** will not enforce the condition so long as **you** obtain verbal confirmation from the sub-contractor, prior to starting work, that insurance in accordance with **1** and **2** above is in force and **you**

- i subsequently exchange correspondence confirming this
- ii retain the correspondence for inspection by **us** if a claim arises for which the sub-contractor may have a responsibility.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Underground services condition

The following precautions must be complied with before the start of any ground work involving digging, drilling, boring, excavation or earth moving operations

- 1 written confirmation of the location and plan position of all existing **underground services** must be ascertained by enquiry to the owner or relevant authority responsible for the underground services
- 2 the location and plan position of **underground services** must be given to the persons employed or any contractor carrying out the ground work
- 3 the area of the ground work must be investigated using remote electrical devices to establish the actual position of **underground services**
- 4 a work method must be adopted which minimises the risk of **property damage** to **underground services**
- 5 a full written record of the enquiries and measures taken to locate **underground services** and to minimise the risk of loss of damage must be retained for inspection by **us** if a claim arises.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Specific section conditions and covers

The following covers only apply if shown in **your** schedule.

Loss of keys cover

The following meaning is added, and shall apply solely to this cover.

Keys

Customers keys, electronic pass cards and similar devices.

We will pay the reasonable costs to replace **keys** for which **you** are legally responsible.

Provided that

- 1 the amount paid is restricted to
 - a the reasonable cost of replacement or alteration of lost **keys** and the locks operated by such **keys**
 - b the cost of necessary additional temporary protections to such customer's premises,
 - c consequential loss suffered by a customer arising directly from
 - i their inability to gain access to their premises
 - ii the misuse of such **keys**
- 2 no details describing, naming or locating the premises or item to which the **keys** relate shall be attached to or kept with the **keys**. **You** shall devise a code for the labelling of **keys** and take all reasonable precautions to prevent unauthorised access to the code's cypher.
- 3 **You** shall replace (or make all possible efforts to replace) any external locks to which such **keys** relate within 48 hours or one working day of the discovery (whichever is the lesser) of the loss of **keys**.
- 4 **You** will pay the **excess** in respect of any one claim or number of claims arising from one cause.
- 5 The maximum **we** will pay for this cover will not exceed the limit stated in **your** schedule.

Defective workmanship cover

In the event of

- 1 **bodily injury** of any person other than an **employed person** or
- 2 **property damage** to property other than **products**

during the **period of insurance** and caused by defective **products we** cover **your** legal liability for the costs of rectifying the defective **product**.

Provided that

- a the total amount payable under this cover in any one **period of insurance** shall not exceed the limit stated in **your** schedule
- b **We** will not cover
 - i the amount of the **excess**
 - ii costs arising from a defect or error in connection with advice or instructions relating to the design, plan, specification, use or storage of such **products** or any omission from or in connection with such advice or instructions or subsequent losses.
 - iii liability arising from any express warranty or guarantee which increases **your** liability.
 - iv Liability for rectification of which notice to **you** was first given or which **you** were first asked or required to carry out prior to the completion of the contract for the **products** and any maintenance or defects liability period attaching by reason of that contract or any subsequent contract or agreement.

What is not covered Rectification of defects exclusion does not apply to this cover.

Employers liability section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Employers liability section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Employed person

- 1 Anyone under a contract of service or apprenticeship with **you**.
- 2 Anyone who is
 - a employed by **you** or on **your** behalf on a labour only basis
 - b self employed
 - c hired to **you** or borrowed by **you** from another employer
 - d a voluntary helper or taking part in a work experience or training schemeand under **your** control or supervision.

Manslaughter costs

Costs and expenses of legal representation in connection with any criminal inquiry into or court proceedings brought for manslaughter, corporate manslaughter, corporate homicide or culpable homicide.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Principal

Employer who has engaged **you** to act on their behalf, under a contract for the performance of work by **you**, in connection with the **business**.

Safety legislation costs

Costs and expenses of legal representation in connection with an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation, enacted within the **policy territories**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of **bodily injury** to any **employed person** resident in the **policy territories**, caused during the **period of insurance** and arising out of and in the course of their employment by **you** in connection with the **business**.

Additional business activities cover

The cover under this section includes the following activities of the **business**

- 1 providing and managing amenities for the benefit and welfare of **employed persons**

- 2 owning, repairing, maintaining and decorating **your** own property or premises **you** use
- 3 providing and managing facilities primarily used for fire prevention, safety or security at **your** premises
- 4 maintaining and repairing vehicles and machinery owned or used by **you**
- 5 private work **you** allow **employed persons** to do for **your** directors, partners or officers, as long as this work is done with **your** prior permission
- 6 the sale or disposal of **business** assets.

Claim costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay **claim costs** for any part of a claim not covered by this section.

Compensation for court attendance cover

We will compensate **you** at the rate of £500 per day, for each day that **we** request any director, partner or **employed person** to attend court as a witness in connection with a claim, for which an award of damages is paid or may be payable under this section.

Manslaughter costs cover

We will cover **manslaughter costs** in respect of any death occurring during the **period of insurance**, in circumstances where there is also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior written consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses

of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **manslaughter costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **manslaughter costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of implementing any remedial order or publicity order
- 3 costs and expenses of an appeal against any fine, penalty, compensation award, remedial order or publicity order
- 4 costs and expenses incurred as a result of the failure to comply with any remedial order or publicity order
- 5 costs and expenses covered by any Legal Expenses insurance
- 6 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Overseas employees cover

If **bodily injury** is caused during the **period of insurance** to any person under a contract of service or apprenticeship, arising out of and in the course of their employment by **you** in connection with the **business** and who is resident outside the **policy territories**, **we** will cover the amount of damages which **you** are legally liable to pay by a court of law having jurisdiction within the **policy territories**.

We will not pay

- 1 for any action or recovery brought or commenced

- a in a court of law outside the **policy territories**
 - b in connection with any workmen's compensation or other social insurance, or arising from **your** failure to meet legal obligations or to pay adequate contributions for that insurance
- 2 where an insurance policy covering legal liability for **bodily injury** caused to **employed persons** is arranged outside the **policy territories**.

Personal liability cover

If no other insurance is in force, at **your** request, the cover provided by this section will apply to the legal liability of

- 1 any director or **employed person** of **yours** whilst
 - a performing their normal duties in connection with the **business**
 - b work is being carried out on behalf of a director or officer by an **employed person** with **your** consent
 - c acting in a personal capacity, during the course of a trip or journey arranged for the purpose of the **business**
- 2 the spouse, civil partner, domestic partner or any children accompanying a director or **employed person** in the course of a business trip or journey.

The cover provided by this section will also apply to **your** personal representative, or the personal representative of any other deceased person entitled to cover.

Principals liability cover

At **your** request, **we** will cover the legal liability of any **principal** arising from the performance of **your** work for the **principal**.

We will not provide cover beyond the requirements of **your** contract with the **principal**.

Safety legislation costs cover

We will cover **safety legislation costs** in respect of any **bodily injury** occurring during the **period of insurance**, in circumstances where there is

also a claim or potential claim against **you** for damages covered by this section.

You must obtain **our** prior consent to legal representation and **we** will only agree to payment on a fee basis agreed by **us**.

If a claim for damages is settled or is withdrawn **we** will have no further liability other than in respect of costs and expenses of legal representation incurred before the date of the claim payment or withdrawal of the claim.

If at any time a claim for damages remains unsettled and **you** wish to appeal against conviction, **we** will agree to costs and expenses of legal representation if, in the opinion of Counsel (appointed by mutual consent), such an appeal is more likely to succeed than not and the total amount of damages and claimants costs are likely to exceed the total cost of legal representation.

If **we** have consented to legal representation at court proceedings, **we** will also pay the legal costs of prosecution awarded against **you**, or any person entitled to cover under this section, in connection with the proceedings.

The maximum **we** will pay for **safety legislation costs** and costs awarded against **you**, or any person entitled to cover under this section, in total, as a result of all occurrences during any one **period of insurance**, is the **safety legislation costs** limit of indemnity shown in **your** schedule.

We will not pay

- 1 fines, penalties or awards of compensation imposed by a criminal court
- 2 costs and expenses of an appeal against improvement or prohibition notices
- 3 costs and expenses on indictment for manslaughter, corporate manslaughter, corporate homicide or culpable homicide, other than **safety legislation costs** already incurred
- 4 costs and expenses covered by any Legal Expenses insurance
- 5 costs and expenses of any investigation or prosecution brought other than under the laws of the **policy territories**.

Unsatisfied court judgements cover

We will at **your** request, pay an **employed person** the amount awarded to that person by a court of law for **bodily injury** against any company, partnership or individual conducting a business within the **policy territories**, if such award remains unpaid six months after the date of the judgement.

We will only provide cover if

- 1 there is no outstanding appeal
- 2 the **bodily injury** was sustained during the **period of insurance** by the **employed person** while working in connection with the **business**
- 3 the judgement was obtained in a court within the **policy territories**
- 4 the **employed person** or their personal representative assigns the amount awarded under the judgement to **us**.

Limit of indemnity

- 1 The employers liability limit of indemnity shown in **your** schedule is the maximum **we** will pay for the total of all damages and **claims costs** and will apply to any one claim or series of claims by one or more of the **employed persons** arising from one occurrence.
- 2 The **terrorist act** limit of indemnity shown in **your** schedule will apply exclusively to any one claim or series of claims by one or more of the **employed persons** arising directly or indirectly in connection with **terrorist act**.
- 3 In respect of any claim or claims, **we** may at any time pay the limit of indemnity applicable, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

x What is not covered

Offshore exclusion

We will not cover claims for **bodily injury** to any **employed person** while **offshore**.

Radioactive contamination exclusion

We will not cover claims for

- 1 contractual liability**
- 2** which **your principal** has a legal liability caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Road Traffic Act exclusion

We will not cover claims for **bodily injury** to an **employed person** in circumstances where it is necessary to arrange compulsory motor insurance or security, under any Road Traffic Legislation.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

This condition will only apply when shown as operative on **your** schedule.

Right of recovery condition

The cover provided under this section is in line with any law relating to the compulsory insurance of liability to persons employed within the **policy territories**. **You** must repay to **us** all amounts **we** pay which **we** would not have been liable to pay but for the law.

Contractors all risks section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Contractors all risks section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Contract

Any contracts undertaken by **you** in the course of the **business**, which are not more specifically insured, anywhere within the **policy territories** where the original **contract price** does not exceed the sum insured shown in **your** schedule.

Contract price

The actual contract price of any works for the **contract** or actual cost to **you** of a speculative development prior to the start of the **permanent or temporary works**.

Damage

Accidental loss, destruction or damage.

Data

Any 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.

Defined peril

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

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**.

Employee

Any person under a contract of service or apprenticeship with **you**.

Employees tools

Employees tools and other personal effects for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Flood

Damage caused by

- 1 the escape of water from the normal confines of any natural or artificial water course, lake, reservoir, canal, drain or dam.
- 2 inundation from the sea.
- 3 inundation by rainwater or rainwater induced run off other than where the inundation is solely caused by or solely results from ingress of rainwater through or via the roof of the building.

Hacking

Unauthorised access to any **computer systems**, whether **your** property or not.

Hired in plant

Constructional plant, tools, scaffolding and equipment hired by **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Money

Bills of exchange, uncrossed promissory notes, cash, bank and currency notes, uncrossed cheques, giro cheques including pre-authenticated giro cheques, uncrossed postal orders, uncrossed money orders, uncrossed warrants, current postage stamps, unused units in franking machines, National Savings stamps and certificates, National Insurance stamps, trading stamps, gift tokens, gaming machine tokens, lottery tickets (excluding scratch cards held in stock for resale), customer redemption vouchers, authenticated travel tickets, phone cards (excluding phone cards held in stock for resale), holiday with pay stamps, luncheon vouchers, securities for money, travel warrants, crossed warrants, credit company sales vouchers, debit card sales vouchers, crossed cheques, crossed giro drafts, crossed postal orders and crossed money orders, crossed national giro bank orders, crossed promissory notes, crossed bankers drafts, premium bond certificates, VAT purchase receipts, credit card counterfoils, premium bonds, savings bonds, stamped National Insurance cards and National savings certificates.

Other items

The items shown under the heading of Other items in **your** schedule belonging to **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Own constructional plant and equipment

Constructional plant, tools, scaffolding and equipment belonging to **you** or hired to **you** under a hire purchase or lease agreement for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Permanent or temporary works

The permanent or temporary works carried out in performance of any **contract** which does not exceed the **contract price**, undertaken by **you** or on **your** behalf within the **policy territories**, including unfixed materials whilst on or adjacent to the **contract** site.

Phishing

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

Substantial completion

The date of completion of the **permanent or temporary works**, apart from the prospective purchasers or tenants choice of decoration and/or final fitments.

Temporary buildings

Site huts, temporary buildings and office furniture, fixtures and fittings in or on them, belonging to **you** for use in connection with the **contract** whilst on or adjacent to the **contract** site.

Terrorism

In England, Scotland and Wales: 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.

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

In the Channel Islands and the Isle of Man: An act of any person(s) 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 any government de jure or de facto.

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 meaning 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.

✓ What is covered

We will cover **you** for **damage** occurring during the **period of insurance** to any of the items described in **your** schedule. **We** will pay **you** for the value of the property at the time of its **damage** or for the amount of the **damage**, or at **our** option reinstate or replace the property or any part of it in accordance with the following Basis of claims settlement.

Basis of claims settlement

- 1 For permanent or temporary works, we will pay up to the sum insured shown in **your** schedule plus any additional amount up to the amount shown in the Escalator cover.
- 2 For own constructional plant and equipment, **we** will pay either
 - i up to the value of the item at the time of the **damage** with an adjustment for wear and tear but no more than the sum insured shown in **your** schedule
 - ii if purchased from new and the **damage** occurs less than 12 months after the purchase date, up to the cost of replacement of property similar to but no better or more extensive than the item when new and no more than the sum insured shown in **your** schedule.

- 3 For **temporary buildings**, we will pay either
 - i up to the value of the item at the time of the **damage** with an adjustment for wear and tear but no more than the sum insured shown in **your** schedule
 - ii if purchased from new and the **damage** occurs less than 12 months after the purchase date, up to the cost of replacement of property similar to but no better or more extensive than the item when new and no more than the sum insured shown in **your** schedule
- 4 For **hired in plant**, we will pay up to the sum insured shown in **your** schedule for any one item but only for **your** liability under any hire conditions.
- 5 For **employees tools**, we will pay up to the sum insured shown in **your** schedule but no more than the limit shown in **your** schedule for any one **employee**.
- 6 For **other items**, we will pay up to the value of the item at the time of the **damage** with an adjustment for wear and tear, but no more than the sum insured shown in **your** schedule.

We will also pay the costs and expenses necessarily incurred by **you** as a result of **damage** to property insured with **our** written consent for

- 1 removing debris
- 2 dismantling and/or demolishing
- 3 shoring up, propping and fencing off
- 4 clearing and/or repairing drains and service mains on the **contract** site
- 5 architects, surveyors and consultants fees in connection with the reinstatement of the permanent or temporary works as a result of damage, but not for preparing any claim.

We will not cover costs and expenses arising from pollution or contamination of property not insured by this section.

Our liability will not exceed the sum insured shown in **your** schedule plus any additional amount shown in the Escalator cover.

Escalator cover

In the event of an increase in the original value of any **contract price**, the sum insured for the permanent and temporary works will automatically be increased provided that the amount of the said increase shall not exceed 10% of the said sum insured.

European Community and public authorities (including undamaged property) cover

The cover for permanent works also includes the additional cost of reinstatement that may be incurred solely due to the necessity to comply with the stipulations of

- 1 European Community legislation
- or
- 2 building or other regulations under or framed in pursuance of any Act of Parliament or Bye-laws of any public authority

referred to as the stipulations, for

- 1 **damage** to the property insured
- 2 undamaged portions of the property insured but excluding
 - 1 the cost incurred in complying with the stipulations
 - a for **damage** occurring prior to the start date of this section cover
 - b for **damage** not insured by this section
 - c where notice has been served on **you** prior to the **damage** happening
 - d where there is an existing requirement which has to be implemented within a given period
 - e for property entirely undamaged by any covered event.
 - 2 the additional cost that would have been required to make good the property lost, destroyed or damaged to a condition the same as when new, had the need to comply with the stipulations not arisen
 - 3 the amount of any charge or assessment arising out of capital appreciation which may be payable for the property or by the owner to comply with the stipulations.

Special conditions applicable to European community and public authorities cover

- 1 Reinstatement work must be started and carried out without unreasonable delay and must be completed within 12 months of the date of the **damage** or any further time that **we** agree (during those 12 months).
- 2 The reinstatement work may be carried out on another site (if the stipulations require) subject to **our** liability under this cover not being increased.
- 3 If **our** liability under this section is reduced by the application of any of the terms and conditions of the **policy**, then **our** liability will be reduced proportionately.
- 4 The total amount recoverable under any item of this section for this cover will not exceed
 - a for the lost, destroyed or damaged property
 - i 15% of its sum insured
 - ii where the sum insured by the item applies to property at more than one location 15% of the total amount which **we** would have been liable for had the property insured by the item been totally destroyed at the damaged site
 - b for undamaged portions of property (other than foundations) 15% of the total amount for which **we** would have been liable had the property insured by the item at the **contract** site suffered **damage**.

Our liability under any item of this section will not exceed its sum insured shown in **your** schedule.

Expediting costs cover

We will cover **you** for the extra charges for overtime, night work, work on public holidays, express freight, air freight or other transport costs, necessarily incurred by **you** with **our** consent, following reinstatement or replacement of any damaged property forming the basis of a claim under this section.

Free materials cover

Permanent or temporary works will include any materials supplied by or provided to **you** for inclusion in the **contract** for which **you** are responsible, provided that they are covered by this section. The value of these materials will not be included in determining the **contract price**.

Hired in plant cover

Where cover is provided for **hired in plant**, **we** will cover **you** for **your** legal liability under the terms of hiring conditions

- 1 to make good to the owner of the **hired in plant** any **damage**, covered by this section, to the **hired in plant** which is caused by its own breakdown or its own explosion
- 2 to pay to the owners of any **hired in plant** hire charges incurred as a result of and solely due to
 - a physical **damage** to the **hired in plant**
 - b breakdown of the **hired in plant** due to the negligence, misdirection or misuse by **you** or **your** employees

Provided that

- 1 the hire charges will be calculated at the appropriate idle time rate for the period while the **hired in plant** is necessarily idle due to **damage** or breakdown excluding the first 48 hours but not exceeding 60 days from the date of the **damage** or breakdown
- 2 this cover does not apply to **damage** by any wilful act or **your** wilful neglect
- 3 the Plant or machinery breakdown exclusion and the Penalties under contract exclusion do not apply to this cover.

Our liability will not exceed £15,000 in respect of any one item of **hired in plant** during any one hiring period.

Immobilised plant cover

We will cover **you** for the necessary costs incurred in the recovery of the plant described in **your** schedule which may become immobilised or immovable whilst being used in connection with the **contract**.

Provided that the cause of immobilisation or immovability is the subject of a claim covered by this section.

Indemnity to principals cover

The interests of **your** employer/principal are covered under this section but solely to the extent required by the conditions of contract in force between **you** and **your** employer/principal.

Provided that the employer/principal observes, fulfils and is subject to the terms, exclusions and conditions of this **policy** as though they were **you**.

Off-site storage cover

The cover for

- 1 the permanent or temporary works extends to cover materials and goods within the **policy territories** whilst not on the site of any **contract**, but intended for inclusion in any **contract** insured by this section where **you** are responsible under any standard printed contract conditions. Provided that the value of the materials and goods has been included in an interim certificate and the materials are stored and identified as being designated for incorporation in a specific **contract**.

Our liability in any one **period of insurance** will not exceed the amounts shown in **your** schedule for non ferrous metals and for any other materials.

- 2 own constructional plant and equipment, **temporary buildings** and **hired in plant**, includes that property whilst at **your** premises or in a securely locked compound or store within the **policy territories**.

Re-drawing plans or documents cover

We will cover **you** for the costs and expenses necessarily incurred in re-writing or re-drawing plans, drawings or other contract documents following **damage** to them.

Our liability for any one claim will not exceed £50,000.

Reinstatement of sum insured after loss cover

In the event of **damage** the sum insured by this section will be automatically reinstated from the date of the **damage** unless written notice is given to the contrary either by **us** or by **you**.

Provided that in the event of reinstatement **you** will

- 1 pay the necessary premiums that may be required for the reinstatement from the date of reinstatement
- 2 complete any additional risk improvements which **we** may reasonably require.

Seventy two hour cover

We will cover **you** for **damage** within 72 consecutive hours of and caused by storm or **flood** as one claim provided that peril is covered by this section.

You can decide when the 72 hour period starts as covered by this section, provided that **damage** occurred before the end of the **period of insurance**.

Show properties and contents cover

We will cover show houses and flats and the contents in them until sold provided that

- 1 cover will end no later than the number of days shown in **your** schedule from the date that the last building on the **contract** site reaches **substantial completion**
- 2 during the months of October, November, December, January, February and March all water systems will be drained or the heating system will be put into effective operation to maintain the internal temperature at a minimum of 4 degrees centigrade
- 3 whenever the show house and/or flats are left unattended, the following security measures must be put into full and effective operation
 - a i external timber doors must be secured with a mortice deadlock which has 5 or more levers and conforms to British Standards BS 3621 or European Norm EN 1303 together with a matching metal box striking plate installed in

Contractors all risks section *continued*

accordance with the manufacturers recommendations

ii external aluminium doors or UPVC doors must be secured with integral cylinder key operated mortice deadlocks conforming to EN 1303

b all opening windows must be secured with key operated window locks, installed in accordance with the manufacturers recommendations

4 our liability for

a the contents of show houses or flats will not exceed the sum insured shown in your schedule

b the show houses or flats will not exceed the contract price

For the purpose of this cover the term unattended will mean when sales personnel are not either

1 showing prospective clients around the show house or flat

or

2 in an adjacent sales office.

Speculative development cover

It is agreed that

1 the property insured for permanent or temporary works includes the property being built or erected by you other than under contract

2 for property being built or erected other than under contract, the insurance by this section will end from

a the date the property is sold or let
or

b 180 days after substantial completion whichever is the earlier.

Where the property comprises of several units within one block then 2 a will apply to each individual unit, but cover for the whole block will not exceed 180 days from substantial completion if parts of it are still unsold or not let.

The cover provided under 1 and 2 above will not exceed 12 months from the start date of the work.

Sub-contractors cover

If any contract awarded under a standard form of building contract is covered by this section and damage is caused to the permanent or temporary works by any of the specified perils defined in the contract, it is agreed that if required by the sub-contract we will not pursue any rights of subrogation against sub-contractors directly engaged by the main contractor.

Provided that the sub-contractor observes, fulfils and is subject to the terms, exclusions and conditions of this policy as though they were you.

Transit cover

We will cover you for damage to the property insured whilst in transit within the policy territories but we will not cover

1 transit by sea or air

2 any mechanically propelled vehicle moving under its own power

3 employees tools.

x What is not covered

Aircraft or aerial devices exclusion

We will not cover you for loss, destruction or damage caused by or occasioned by pressure waves caused by or occasioned by aircraft or other aerial devices travelling at sonic or supersonic speeds but we will cover subsequent damage which itself results from a cause covered by this section.

Cessation of cover exclusion

We will not cover you for loss, destruction or damage to any part of the permanent or temporary works

1 after each part has been completed and delivered to the owner, tenant or occupier

2 after each part has been taken into use by the owner, tenant or occupier

- 3 if work on the **contract** site stops for a period in excess of 90 consecutive days unless cover is agreed by **us** in writing
- 4 where a certificate of completion has been issued other than where **damage** occurring during the **period of insurance**
 - a happens during the defects liability period specified in the contract and arising from a cause occurring prior to the start of the defects liability period
 - b is for materials or other property insured on the **contract** site for the purpose of carrying out remedial works during the defects liability period specified in the contract, and for which **you** are responsible under the terms of the contract during the defects liability period
 - c occurs within 14 days of the date the certificate of completion is issued and where **you** are required by the terms of the contract to provide cover.

Contract responsibilities exclusion

We will not cover **you** for loss, destruction or damage which **you** are not responsible for under the conditions of contract.

Date recognition exclusion

We will not cover **you** for loss, destruction or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly, due to failure to recognise any given date but **we** will cover subsequent **damage** which is covered by this section which results from a **defined peril** or theft or attempted theft provided that peril is covered by this section.

Deeds, money exclusion

We will not cover **you** for loss, destruction or damage to deeds, **money**, stamps, securities or documents of title, precious metals, precious stones or articles made from them.

Defective design material or workmanship exclusion

We will not cover **you** for loss, destruction or damage to or the cost necessary to replace, repair or rectify

- 1 property insured which is in a defective condition due to a defect in design, plan, specification, materials or workmanship of the property or any part of it
- 2 property insured lost or damaged to enable the replacement, repair or rectification of property insured excluded by 1 above.

These exclusions do not apply to other parts or items of the property insured which are free from defect but are damaged as a result of the defect.

The property insured will not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials or workmanship in the property or any part of it.

Electronic risks exclusion

We will not cover **you** for any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**; or
- 2 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**.

We will cover subsequent **damage** which is covered by this section, which itself results from a **defined peril** covered by this section, except for loss destruction or damage caused by malicious persons other than thieves.

Excess exclusion

We will not cover **you** for the **excess** shown in **your** schedule for each and every claim in respect of

- 1 **damage** to **employees tools** of each **employee**
- 2 **damage** by theft or malicious act
- 3 **damage** by **flood**
- 4 all other **damage**.

Existing property exclusion

We will not cover **you** for loss, destruction or damage to any existing property and/or structure including any existing property and/or structure being altered or repaired.

Hazardous works exclusion

We will not cover **you** for any **contract** involving

- 1 work within 10 metres of any river, lake, reservoir, dam or tidal water or within cofferdams or caissons or in the sea
- 2 structural work on bridges, viaducts, subways, tunnels or motorways
- 3 work on nuclear installations
- 4 any work where the depth of excavation exceeds 5 metres.

Normal upkeep exclusion

We will not cover **you** for the cost necessary for normal upkeep or making good.

Penalties under contract exclusion

We will not cover **you** for penalties under contract for delay, detention or loss of use or losses arising in connection with guarantees of performance or efficiency or any consequential loss or damage of any kind.

Plant or machinery breakdown exclusion

We will not cover **you** for loss, destruction or damage to any vehicle or item of plant or machinery caused by its own breakdown or its own explosion.

Pollution or contamination exclusion

We will not cover **you** for any loss, destruction or damage caused by pollution or contamination unless the damage is caused by

- 1 pollution or contamination which itself results from a **defined peril** provided that peril is covered by this section
- 2 any **defined peril** provided that peril is covered by this section, which itself results from pollution or contamination.

Radioactive contamination exclusion

We will not cover damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from

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

Seeds and plant exclusion

We will not cover **you** for loss, destruction or damage to plants caused by non rooting, disease or the failure of seeds to germinate.

Terrorism and Northern Ireland exclusion

We will not cover **you** for loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with

- 1 In England, Scotland, Wales, the Channel Islands and the Isle of Man
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**
- 2 In Northern Ireland
 - a any act of **terrorism**, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - b any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**

- c riot, civil commotion and (except for damage or interruption to the **business** caused by fire or explosion) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, cost or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Theft of tools or equipment exclusion

We will not cover **you** for theft or attempted theft of tools or equipment from any unattended vehicle unless

- 1 all doors and windows and other points of access have been closed and securely locked and there are outward signs of forced entry to the vehicle
- and
- 2 the vehicle is in a locked garage or a walled or fenced compound that is either locked or has a watchman in constant attendance between the hours of 9 p.m. and 6 a.m.

It will be up to **you** to prove that any theft or attempted theft occurred before 9 p.m. and after 6 a.m.

Unexplained loss exclusion

We will not cover **you** for loss caused by or consisting of disappearance, unexplained or inventory shortage.

Vehicles exclusion

We will not cover **you** for loss, destruction or damage to any mechanically propelled vehicle intended for the transportation of persons, materials or plant and where insurance or security under the Road Traffic Act is necessary.

This exclusion does not apply to any vehicle primarily intended for use at **contract** sites or any vehicle used solely at **contract** sites and which is not licensed for road use.

War risks exclusion

We will not cover any claims caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, civil rebellion, warlike operations, revolution, insurrection or military or usurped power, confiscation, nationalisation, requisition, seizure or destruction or damage to property by or under the order of any government or public or local authority.

Watercraft and aircraft exclusion

We will not cover **you** for loss, destruction or damage to any waterborne vessel or craft exceeding 8 metres in length or to any aircraft or aerial device.

Wear and tear, deterioration exclusion

We will not cover **you** for loss, destruction or damage caused by or consisting of inherent vice, latent defect, gradual deterioration, wear and tear, rust, wet or dry rot, contamination, vermin, insects, change in water table level or its own faulty or defective design or materials but this does not exclude subsequent **damage** which itself results from a cause not otherwise excluded.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid, the amount of the difference will be referred to an arbitrator who is jointly appointed in accordance with the statutory requirements. **You** will not be able to take legal action against **us** over this disagreement until the arbitrators have made their award.

Contract price condition

Where the **contract price** for a **contract** is greater than the sum insured shown in **your** schedule **you** must advise **us** prior to the **contract** starting.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Contribution and average condition

If, at the time of the claim, there is any other policy covering the same property insured by this section, **we** will be liable only for **our** proportionate share.

If any other policy is subject to any average (under insurance) condition, this section will be subject to average in the same way as the other insurance policy.

If any other policy has a condition that prevents it from paying its share, **our** share of the claim will be limited to the proportion that the sum insured bears to the value of the property insured.

Joint code of practice condition

For the purpose of this condition the words **joint code** whenever it appears shall mean the Fire Protection Association's Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation.

This condition will apply to

- 1 all **contracts** (other than civil engineering **contracts**) having an original **contract price** of £2,500,000 or more
- 2 smaller value **contracts** where these are part of a large contract meaning a contract where the original contract value is £20,000,000 or more
- 3 large timber framed structures of 4 or more storeys where the original **contract price** is £2,500,000 or more
- 4 high-rise construction sites meaning **contract** sites with **permanent or temporary works** exceeding 30 metres in height from the ground
- 5 projects where the risk assessments have indicated significant potential for loss of life or property.

You undertake to comply with the latest version of the **joint code**. A copy of the **joint code** can be obtained from the website www.thefpa.co.uk.

We will have the right at all reasonable times to enter and inspect the site(s) of any **contract** for the purpose of checking whether the conditions of the **joint code** are being complied with by **you**.

If **we** become aware that **you** are not complying with the conditions of the **joint code**, **we** may inform the employer and/or main contractor and/or **contract** site management of this and detail the actions that **you** must take and the period within which these must be completed.

If the main contractor and/or **contract** site management does not complete the actions within the specified period **we** may confirm this in writing to the employer and/or main contractor and/or **contract** site management and the first named party of the **policy** when this is not the main contractor and/or **contract** site management at their respective addresses provided by **you** at the start of cover. **We** will provide written confirmation by registered post, recorded delivery, facsimile transmission or by hand.

We may suspend or cancel all cover under this section from the date confirmed to **you** in writing, but this will not be less than 30 days from the date of receipt by both the employer and/or main contractor and/or **contract** site management. The cover may be reinstated from the date on which **we** are satisfied that the actions have been completed.

In the event that any other insurer requires **you** to take actions to comply with the **joint code** in respect of contracts insured by this section, **you** will advise **us** as soon as possible but not later than 48 hours after receiving the requirements from the insurer.

The reference to suspension or cancellation of all cover shall apply to the **contract** site detailed in writing to **you**.

In the event of cancellation of this section **we** will provide **you** with a pro rata proportion of premium for this section provided that there have been

- 1 no claims made under the section for which **we** have made a payment

- 2 no claims made under the section which are still under consideration by **us**
- 3 no incidents likely to give rise to a claim but are yet to be reported to **us** during the current **period of insurance**.

Police notification condition

You must immediately notify the police of any loss or **damage** by theft or attempted theft of any property covered by this section. **You** must take all reasonable steps for the discovery and punishment of the guilty person or persons and to trace and recover the property lost.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

This condition will only apply when shown as operative on **your** schedule.

Reasonable precautions condition

You must take all reasonable precautions to safeguard the property insured and prevent **damage** including

- 1 any additional precautions necessary, as the result of partial or total cessation of work by **you** at any **contract** site
- 2 ensuring any moveable materials or plant are adequately secured when the **contract** site is unattended
- 3 securing structures that have reached **substantial completion** to prevent unauthorised access.

If **you** do not comply with this condition **you** may not be covered and **we** may not pay **your** claim.

Subrogation waiver condition

In the event of a claim under this section **we** agree to waive any rights, remedies or relief to which **we** might have become entitled by subrogation against

- 1 any company standing in relation of parent to subsidiary (subsidiary to parent) to **you**
- 2 any company which is a subsidiary of a parent company of which **you** are a subsidiary

in each case as defined by current law at the time of **damage**.

Legal expenses section

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Important information

Legal advice

You can obtain telephone based legal advice on UK law by calling the AXA legal advice line on 0330 024 5346 quoting AXA Commercial.

Advice can be sought on a wide range of areas of law, including employment, health and safety and tax. The advice is provided by barristers, solicitors and tax consultants and is confidential and impartial. In the interests of monitoring the quality of legal advice given, conversations may be recorded.

The AXA legal advice line is not empowered to give advice on the admissibility of any **claim** under the **policy**. If **you** wish to make a **claim** **you** must contact the **administrator's** claims department (please refer to the Notification of claims condition in this section).

Employment disputes

Your attention is drawn to the fact that **you** must have sought and followed all advice from the AXA legal advice line as to the procedure to be adopted in connection with Employment disputes and **you** have received specific authorisation prior to taking action. Please refer to the Employment disputes cover under the heading 'What is covered'.

Acts of Parliament

All Acts of Parliament referred to in this section will include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **policy territories**.

Meanings of defined terms

These meanings apply within **your** Legal expenses section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Administrator

Arc Legal Assistance Ltd administers and manages the legal expenses section of this **policy on our** behalf. Their registered business address is Arc Legal Assistance Ltd, The Gatehouse, Lodge Park, Lodge Lane, Colchester, Essex CO4 5NE

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority under registration number 305958. This can be checked on the FCA's website at www.fca.org.uk or by contacting them on 0800 111 6768.

Any one claim

All **claims** as a result of the same original cause, event or circumstance. For a **claim** under Tax and VAT investigation cover, an **HMRC investigation** into a later year's self-assessment return, where a previous year's self-assessment return is still subject to an open enquiry, will be deemed as any one claim.

Appointed representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the **insured persons** in accordance with the terms of this section.

Awards of compensation

Basic and compensatory awards and compensation for unlawful discrimination made against **you** by an employment tribunal or settlement of them, subject to the consent of the **administrator** but not including additional awards under the Employment Rights Act 1996, Protective awards under Trade Union and Labour Relations (Consolidation) Act 1992, Interim relief under the Employment Rights Act 1996, arrears of pay or awards of damages under the Equal Pay Act, or arising out of failure to comply with awards for reinstatement or re-engagement.

Claim

A claim under this section for **legal expenses, professional expenses, awards of compensation or jury service allowance**.

Contracting party

A person, firm or company within the **policy territories** with whom **you** have a direct contractual relationship.

Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the **claim**.

Debt collection service

The debt collection service nominated by the **administrator**.

Due date

The date monies owed to **you** first become due and payable.

Employee

Any person under a contract of service with **you**.

Injury

Physical bodily injury or death.

Inland Revenue investigations

1 Business self-assessment full enquiry

The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all of **your** business books and records and issues a formal notice under S9A or S12AC of the Taxes Management Act 1970 or under paragraph 24(1) Schedule 18 Finance Act 1998.

2 Employer compliance dispute

The enquiries which take place following an expression of dissatisfaction with **your** PAYE and/or National Insurance Contributions affairs, following an employer compliance visit by HMRC or following an expression of dissatisfaction with **your** P11Ds or P9Ds.

3 Business self-assessment aspect enquiry

The enquiry which takes place when an officer of HMRC issues a formal notice under paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an aspect enquiry into certain boxes on **your** self-assessment return.

Insured persons

You and at **your** request, any of **your employees** including a director or partner, conditional on the same **appointed representative** acting for all. Where **you** are charged under the Corporate Manslaughter and Corporate Homicide Act 2007 **you** may not request any of **your employees** including director or partner to be included as an **insured person**.

HMRC investigation

Inland Revenue investigations and VAT disputes.

Jury service allowance

The amount of money **you** are liable to pay an **employee** for each day they attend on jury service, less any recovery from the court.

Legal expenses

1 Fees

- a any professional fees, expenses and other disbursements reasonably incurred by the **appointed representative** with the consent of the **administrator**
- b any costs incurred by other parties where the **insured persons** have been held liable in court or tribunal proceedings to pay these costs or become liable to pay these costs under a settlement made with another party with the consent of the **administrator**, but excluding any costs which the **insured persons** may be ordered to pay by a court of criminal jurisdiction.

2 Witness attendance allowance

The amount of money per day **you** are liable to pay an **employee** each day they are required by the **appointed representative** to attend as a witness at a court or tribunal hearing. Indemnity is limited to £100 per day and a maximum of £1,000 in **any one claim**.

Minimum sum in dispute

The amount specified in the schedule, which is the minimum sum in dispute between **you** and the **contracting party**, to which indemnity applies.

Professional expenses

Any fees or expenses reasonably incurred by the **appointed representative** with the consent of the **administrator**, but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and/or buildings owned or occupied by **you** or which **you** are legally responsible for.

Statutory licence

A licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to **you**, provided that the licence or certificate is necessary to engage in **your business**.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government or putting any section of the public in fear by threat, force or violence or other means.

VAT disputes

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HMRC into **your** Value Added Tax (VAT) return and/or any related VAT default surcharges and misdeclaration penalties.

✓ What is covered

We will only cover the **insured persons** for **claims** where the dispute, legal proceedings and **HMRC investigation** are within the **policy territories**. This is a 'claims made' section of the **policy**. It only covers **claims** notified to the **administrator** during the **period of insurance**.

Contract disputes cover

We agree to cover **you** against **legal expenses** incurred in the pursuit or defence of any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting**

party over a contract for the sale of goods, the hire of goods or a contract for the supply of a service within the meaning of the Sale of Goods Act 1979, and/or the Supply of Goods and Services Act 1982 provided that

- 1 **legal expenses** incurred in the pursuit of any dispute or legal proceedings is limited to 75% of the amount in dispute
- 2 **we** will not be liable to provide indemnity unless the amount in dispute exceeds the **minimum sum in dispute**
- 3 where the contract is a construction contract as defined by the Housing Grants, Construction and Regeneration Act 1996, the construction operations are or are intended to be carried out by the **contracting party** on property owned by **you** and the contract is for the repair or renovation of the **property**
- 4 where the dispute relates to monies owed to **you** and liability is not contested and **you** refer the debt to the **debt collection service**, within 30 days of the **due date**; this will be paid for by **you** and not covered by **us**. If the **debt collection service** exhausts its normal recovery procedure and recommends to the **administrator** that legal proceedings are necessary, **you** must immediately notify a **claim** under this section.

Employment disputes cover

We agree to cover **you** against **legal expenses** and **awards of compensation** incurred by **you** in defending legal proceedings brought against **you** by an **employee**, ex-employee or prospective **employee** in respect of their contract of employment with **you** or a breach of employment related legislation.

We have the right to refuse to pay **your claim** if **you** do not seek and follow all advice from the AXA legal advice line as to the procedure to be adopted and have received specific authorisation from the AXA legal advice line

- 1 prior to carrying out any disciplinary procedure, action or suspension of an **employee**
- 2 prior to dismissal of an **employee**

- 3 prior to notifying an **employee** of their intended retirement date or retiring an **employee**
- 4 prior to instituting a redundancy programme and prior to making an **employee** redundant
- 5 upon formal or informal notification of a grievance from an **employee** or ex-employee
- 6 upon formal or informal notification of a complaint relating to discrimination, victimization or harassment because of age, disability, gender reassignment, marriage/civil partnership, pregnancy/maternity, race, religion or belief, sex or sexual orientation
- 7 prior to any adverse variation or proposed adverse variation of the terms and conditions of employment (including altering the hours, time or place worked, demotion or deduction from or reduction in an **employee's** remuneration)
- 8 immediately an **employee** walks out, with or without written notice
- 9 upon receipt of an appeal from an **employee** or ex-employee, against a decision taken as a result of a disciplinary or grievance procedure, retirement procedure or a decision to dismiss.

Criminal prosecution cover

We agree to cover the **insured persons** against **legal expenses** incurred in

- 1 defending a prosecution against the **insured persons** in a court of criminal jurisdiction
- 2 an appeal by the **insured persons** against the service of an Improvement or Prohibition Notice under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Property disputes cover

We agree to cover **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**

- 1 over the physical possession of the **property**, provided that all statutory and contractual notices have been correctly served by **you**

- 2 over the terms of a tenancy agreement between **you** and a **contracting party** relating to the use or maintenance of the **property** including dilapidations
- 3 over the actual or alleged negligence, damage or nuisance to the **property** other than with a tenant, provided that **you** will suffer financial loss if **you** fail to pursue or defend the dispute or legal proceedings.

Data protection cover

We agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against a refusal of an application for registration or alteration of registered particulars, or an appeal against an Enforcement, Deregistration or Transfer Prohibition Notice.

Tax protection cover

1 Inland Revenue investigations

We agree to cover **you** against **professional expenses** incurred in representing **you** at an **Inland Revenue investigation**, including representation at a First-Tier tribunal Upper Tribunal and at an appeal against a decision following such tribunal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

2 VAT disputes

We agree to cover **you** against **professional expenses** incurred in representing **you** in a **VAT dispute** for the local review procedure in order to reach agreement with HMRC, a First-Tier Upper Tribunal of VAT tribunal, including an appeal, provided that there is a reasonable prospect of reducing the liabilities alleged by HMRC.

Statutory licence cover

We agree to cover **you** against **legal expenses** incurred in an appeal by **you**, against the suspension, revocation, imposed alteration of or refusal to renew a **statutory licence**.

Personal injury cover

We agree to cover the **insured persons** against **legal expenses** incurred in the pursuit of any dispute or legal proceedings for **injury** to the **insured persons**.

Jury service allowance cover

We agree to cover **you** against **jury service allowance** with the amount being limited to £100 per day and a maximum of £1,000 in **any one claim**.

Limits of indemnity

Our maximum liability under this **section** is limited to the amounts specified in the schedule for **a** and **b** below

- a** **any one claim**
- b** all **claims** notified during the **period of insurance**.

X What is not covered – A

Contract dispute exclusions

We will not cover **you** for **claims** arising out of or in connection with

- 1 contracts that provide or arrange credit, insurance, securities or guarantees
- 2 contracts where **your** liability or right or recovery is incurred through **your** agent or by assignment
- 3 franchise contracts
- 4 contracts governed by or alleged to be governed by the Consumer Credit Act 1974
- 5 contracts of employment
- 6 contracts for the use of **property**.

Criminal prosecution exclusion

We will not cover the **insured persons** for **claims** arising out of or in connection with

- 1 any prosecution relating to or arising from investigations by HMRC
- 2 any prosecution for offences against the person, including offences of a sexual nature, other than charges under the Corporate Manslaughter and Corporate Homicide Act 2007
- 3 any prosecution for criminal damage
- 4 any prosecution alleging dishonesty
- 5 any prosecution for non-endorsable road traffic offences, except tachograph prosecutions and weight prosecutions
- 6 an allegation of speeding or driving whilst under the influence of alcohol and/or drugs

- 7 failure to insure a motor vehicle as required by law.

Employment dispute exclusion

We will not cover **you** for

- 1 any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements
- 2 any redundancy payment or any money due or properly payable, arising under or from a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.

Excess and coinsurance

The **excess** will be payable by **you** for **any one claim**.

The increased **excess** shown in the schedule is the amount that **you** must pay for **legal expenses, professional expenses** and/or **awards of compensation** for **any one claim**, before **we** become liable to pay if **you** instruct an alternative **appointed representative** to the one chosen by the **administrator**.

The co-insurance shown in the schedule is the amount that **you** must pay for **any one claim** for **your** own account, expressed as a percentage of **legal expenses, professional expenses** and/or **awards of compensation** incurred over and above any **excess** or increased **excess** shown in the schedule.

Property disputes exclusion

We will not cover **you** for any **claim** arising out of or in connection with

- 1 the payment or non payment or review of any tax, rent or service charge
- 2 a dispute relating to planning or building regulations, decisions, compulsory purchase orders or any actual, planned or proposed works by or under the order of any government, public or local authority
- 3 any dispute arising from the negotiation, review or renewal of a tenancy agreement or the subsequent purchase of the **property** whether or not the purchase is completed

- 4 any dispute where **you** have failed to maintain in full force and effect during the tenancy agreement, buildings insurance covering the standard range of perils if **you** were contractually obligated to have insurance in force
- 5 a dispute over subsidence or heave however caused
- 6 a contract dispute, other than where the contract is a tenancy agreement with a **contracting party**.

Tax protection exclusion

We will not cover **you** for

- 1 technical or routine treatment of matters not connected with or under an expression of dissatisfaction with **your** affairs
- 2 the defence of any criminal prosecution
- 3 taxation proceedings which arise out of negligent misstatements or omissions made by **you** or on **your** behalf in respect of returns or accounts or where there has been a lack of reasonable care in the keeping of business books and records
- 4 any **HMRC Investigation** which results solely from investigation of earlier accounts or records
- 5 any **claim** where the Tax Return is submitted outside the statutory time limits and/or in a penalty position
- 6 the preparation and/or correction of Self-Assessment Returns, Accounts, Income Tax Returns, P11Ds, P35s, VAT returns or any other statutory returns
- 7 any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994 or matters handled by HMRC Specialist Investigations Civil Investigations or Fraud and Criminal Investigations Sections. Also Code of Practice 8 and 9 cases
- 8 an enquiry into the validity of a claim for Working Tax Credit or a dispute concerning the payment of the Working Tax Credit by an employer
- 9 any dispute in connection with the payment of the National Minimum Wage

- 10 a dispute or enquiry in respect of IR35 legislation
- 11 any **claim** made where a Return submitted at the final filing date contains provisional figures for all of the trading income and expenditure items
- 12 an investigation under a voluntary disclosure made to the HMRC for omitted tax, National Insurance Contributions or VAT liabilities which become due as a result of **your** deliberate act
- 13 an investigation by HMRC into a tax planning arrangement, where the Anti Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

Statutory licence exclusion

We will not cover **you** for any **claim** arising out of or in connection with

- 1 any disciplinary or internal procedures conducted by authorities charged with **your** regulation in the performance of **your business** or for any appeal following these procedures
- 2 an alteration or refusal to renew a **statutory licence** which is imposed by an Act of Parliament
- 3 any costs incurred to comply with a notice or order.

x What is not covered – B

The following exclusions apply to all or any parts of the cover under this section.

We will not cover the **insured persons** for

- 1 defending civil legal proceedings for
 - a **injury** or disease including psychiatric injury and stress
 - b loss of, destruction or damage to property
 - c alleged breach of any professional duty
 - d any tortious liability (other than as specified in property disputes)
- 2 any dispute, legal proceedings or **HMRC Investigation** made, brought or started outside the **policy territories**

- 3 **legal expenses** or **professional expenses** incurred without the prior written consent of the **administrator** or in excess of the **administrator's** consent
- 4 **awards of compensation** where the **administrator's** consent to incur legal expenses has not been granted or has been withdrawn
- 5 any **claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at the start of this section, and which has or which **you** knew or ought reasonably to have known, may give rise to a dispute, legal proceedings or **HMRC Investigation** by or against **you**
- 6 fines or other penalties imposed by a court or tribunal
- 7 any dispute, legal proceedings or **HMRC Investigation** for which **you** are, or would be but for the existence of this **policy**, entitled to indemnity under any insurance policy whether a legal expenses insurance or not, or under a legal aid certificate or representation order
- 8 any **claim** arising out of the **insured persons'** deliberate, conscious, intentional or negligent disregard of the need to take all reasonable steps to avoid and prevent **claims**, disputes, legal proceedings or **HMRC Investigations**
- 9 any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges
- 10 disputes or legal proceedings between **you** or with any parent company, subsidiary company or associated company or partner
- 11 any dispute between the **insured persons** and the **administrator**, **us**, the **appointed representative** or **your** insurance broker
- 12
 - a any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off, whether related to intellectual property or not
 - b any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights

- 13 any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or false statement
- 14 any **legal expenses** or **professional expenses** incurred in respect of or in connection with a judicial review
- 15 appeals arising out of legal proceedings or **HMRC Investigations** where the **administrator's** consent has not been granted
- 16 any **claim**, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by any kind of seepage, pollution or contamination
- 17 any **legal expenses** or **professional expenses** which the **insured persons** should or would have had to incur irrespective of any dispute
- 18 any dispute or legal proceedings arising out of or in connection with **terrorist act**.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Arbitration condition

Any dispute between **us** and the **insured persons** may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties, or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England and Wales. The apportionment of the costs of arbitration will be determined by the arbitrator.

Due observance condition

The **insured persons** must act with due diligence and at all times, act and comply with all the

terms, conditions and provisions under this **policy**.

Reasonable precautions condition

The **insured persons** must take all reasonable precautions to avoid and prevent **claims**, **HMRC Investigations**, legal proceedings and disputes. The **insured persons** must use every endeavour and take all reasonable measures to minimise the cost and effect of any **claim**.

Your insolvency or liquidation condition

If **you** become insolvent or are placed in liquidation, receivership, administration, bankruptcy or enter into a voluntary arrangement or deed of arrangement, or if any application is made to the court or meeting convened for that purpose, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent.

Special conditions

Undisputed debts condition

An undisputed debt must be referred to the **debt collection service** within 30 days after the date the invoice was due for payment. The **debt collection service** is provided by a debt collection organisation which is not part of the **administrator**, but it can be accessed by telephoning the AXA legal advice line and asking to be transferred.

The use of the **debt collection service** is at your own cost. The fee charged by the **debt collection service** is a percentage of the amount of the debt recovered from the debtor. The **policy** does not cover this fee.

If the **debt collection service** recommends legal proceedings against the debtor to recover the debt, **you** must immediately submit a **claim** under the Contract disputes section. **You** should contact the **administrator's** claims department for a **claim** form.

If at any time an undisputed debt referred to the **debt collection service** becomes disputed, **you** must contact the **administrator's** claims department.

Claims conditions

Administrator's consent condition

You must obtain the **administrator's** consent in writing to incur **legal expenses** or **professional expenses**. This consent will be given by the **administrator** on **our** behalf, if the **insured persons** can satisfy the **administrator** that

- 1 it is reasonable to incur **legal expenses** or **professional expenses** considering the amount of the remedy claimed compared to the **legal expenses** or **professional expenses** to be incurred and
- 2
 - a where the **insured persons** are pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought or
 - b where the **insured persons** are defending there are reasonable prospects of defending the **claim**
 - c for a criminal prosecution and where the **insured persons** plead guilty, there is a reasonable prospect of a significant mitigation of the **insured persons'** sentence or fine.

If during the course of a **claim** the **insured persons** cease to satisfy the **administrator** in respect of **a** or **b** above, indemnity will be withdrawn in respect of **legal expenses** and **professional expenses** and **awards of compensation**. The decision to grant consent or to withhold it will be taken on receipt of

- 1 a fully completed **claim** form
- 2 the information and documentation the **administrator** reasonably requests
- 3 a legal opinion from the **appointed representative** as to **1** and **2** above
- 4 any advice the **administrator** deems necessary to take.

With the **insured persons'** agreement, the **administrator** may provide assistance in settling disputes, these costs will be covered under this section subject to payment of the **excess** or increased **excess** within the limits of **our** liability.

At its discretion, the **administrator** may require the **insured persons** to obtain an opinion from Counsel at the **insured persons'** expense, as to the merits of the subject matter of the **claim**. This opinion will cover the same issues that the **administrator** has in assessing the merits of any legal action. If based upon such opinion the **administrator** is satisfied in respect of **a** and **b** above, the **legal expenses** and **professional expenses** in obtaining that opinion, will be paid by **us** within the limits of **our** liability.

In granting **our** consent, **we** agree to provide the **insured persons** indemnity subject to the terms and conditions of this section, but the consent does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid. In particular legal expenses or professional expenses beyond the immediate scope of the **claim** will be deemed by **us** to fall outside the indemnity provided by this section.

The **administrator** reserves the right to limit its consent by time and/or financial amount of **legal expenses** or **professional expenses** and or stage of proceedings, to allow for a review of their continued consent.

If after consent has been granted it is shown that the **claim** has not been brought within the terms and conditions of this section, **we** have the right to immediately cease to provide indemnity for **legal expenses**, **professional expenses** and **awards of compensation** even if the **administrator** may have previously granted consent. **We** will be entitled to recover any **legal expenses**, **professional expenses**, **awards of compensation** and **jury service allowance** previously paid.

If the **insured persons** elect to proceed with the pursuit or defence of a dispute or legal proceedings where the **administrator's** consent has been refused through lack of reasonable prospects, as required in **2a** and **b** above, and the **insured persons** are successful in the pursuit or defence, **we** will pay **legal expenses** or **professional expenses** incurred after the consent had been refused, subject to the terms of this section.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Appeal procedure condition

If, following legal proceedings to which the **administrator** has consented, the **insured persons** wish to appeal against the judgment or decision of a court or tribunal, the grounds for the appeal must be submitted to the **administrator** through the **appointed representative** immediately or as soon as practical, so that the **administrator** may consider whether to consent to further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in the **insured persons'** favour following legal proceedings where the **administrator** has consented, the **insured persons** must notify the **administrator** as soon as possible in order that cover continues. The **administrator** will inform the **appointed representative** of its decision and the **insured persons** must co-operate in an appeal against the judgment or decision of a court or tribunal.

Data Protection condition

You agree that any information provided to **us** regarding the **insured persons**, will be processed by the **administrator** in compliance with the provisions of **Data Protection Legislation** for the purposes of providing insurance and handling **claim(s)**, if any, which may necessitate providing such information to third parties.

Disclosure condition

It is a condition of cover that

- 1 the **insured persons** must give the **appointed representative** and the **administrator** all necessary help and information, including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured persons'** possession. The **insured persons** must provide, obtain or provide all documents as necessary and attend meetings or conferences as requested
- 2 the **administrator** is entitled to receive from the **appointed representative** and the **insured persons** any information, document or advice in connection with any **claim** and the subject matter of any **claim**

even if privileged. In addition, the **insured persons** must instruct the **appointed representative** to provide the **administrator** with regular updates on the progress of the subject matter of any **claim** and inform the **administrator** as soon as possible if and when any circumstance adversely impacts the factors taken into account in granting the **administrator's** consent. On request, the **insured persons** will give to the **appointed representative** any instructions necessary to secure the required access.

Indemnity may be withdrawn if the **insured persons** fail to co-operate at all times or within a reasonable time, with the **administrator's** or the **appointed representative's** requests.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Instruction and choice of appointed representative and Counsel condition

The **administrator** will choose an **appointed representative** to act on the **insured persons'** behalf in any **claim** under Employment dispute cover or Tax protection cover.

Where recourse is necessary to a lawyer and proceedings need to be issued, the **insured persons** are free to choose an **appointed representative** to act in the name of and on behalf of the **insured persons** in any enquiry or legal proceedings where the **administrator** has consented, with **you** paying the first £1,000 of **legal expenses** insurance for **any one claim**.

The name and address of the **appointed representative you** propose to instruct must be notified to the **administrator** in writing. The proposed **appointed representative** will enable the **insured persons** to comply with the terms and conditions of this section and will be appointed to act for the **insured persons** in line with the **administrator's** standard conditions of appointment. Any **professional expenses** or **legal expenses** charged by the **insured persons** proposed **appointed representative** in excess of those that would normally be incurred in using a specialist panel solicitor will be the responsibility of the **insured persons**.

In all other **claims** the **administrator** will choose the **appointed representative** subject

to the **excess** unless there is a conflict of interest between the **insured persons** and the administrator when **you** are free to choose an **appointed representative** to act in the name and on behalf of the **insured persons** in any **claim** to which the **administrator** has consented.

A dispute arising from **your** choice may be referred to arbitration in accordance with the Arbitration condition.

The **insured persons** must not, without the written consent of the **administrator**, enter into any agreement with the **appointed representative** as to the basis of calculation of **legal expenses**.

In selecting the **appointed representative** the **insured persons** have a duty to minimise the cost of any **claim**.

In all cases the **appointed representative** will be appointed in the name of and on behalf of the **insured persons**. If in the course of any **claim** the **appointed representative** wishes to instruct Counsel or an expert, their name and an explanation of the necessity for the instruction must be submitted to the **administrator** for consent to the proposed instruction, which will not be unreasonably withheld.

Notification of claims condition

You must notify the **administrator** in writing during the **period of insurance** as soon as the **insured persons** are aware of any cause, event or circumstance which has given or may give rise to a **claim**, dispute, legal proceedings or **HMRC investigation** involving the **insured persons**. Where notification has been given, **we** agree to treat any subsequent **claim** for the cause, event or circumstance notified as though the **claim** had been notified during the **period of insurance**.

If **you** need to notify a possible **claim**, **you** should complete the online claim form at <https://informationcentre.arclegal.co.uk>. Alternatively please call the claims helpline on 0330 024 8991 and they will e-mail or post a claim form to **you**.

All notices and communications from **us** or **our** representatives to **you**, will be sent to **your** address that was last declared to the **administrator** or, in relation to any matters

arising out of any **claim**, if sent to the **appointed representative**.

All notices and communications from the **insured persons** or the **appointed representative** to **us** will be sent to the **administrator**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Offer of settlement condition

The **insured persons** must inform the **administrator** in writing as soon as an offer to settle is received and/or the **insured persons** propose to make an offer of settlement. In any settlement, the **insured persons** must consider the **legal expenses, professional expenses** or **awards of compensation** incurred or likely to be incurred and their recovery.

No indemnity will be provided if the **insured persons** enter into any agreement to settle, without the prior written consent of the **administrator** (consent not to be unreasonably withheld) and **we** will be entitled to recover any **legal expenses** or **professional expenses** or **awards of compensation** previously paid. If the **insured persons** unreasonably reject an offer of settlement, which the **administrator** recommends acceptance of or makes an offer which the **administrator** does not agree with, no further indemnity will be provided.

We may at **our** absolute discretion decide to pay the **insured persons** the amount of damages that the **insured persons** are claiming or are being claimed against the **insured persons**, instead of indemnifying the **insured persons** for **legal expenses, professional expenses** or **awards of compensation**. Where **we** exercise this discretion **we** will cease to be liable for any further **legal expenses, professional expenses** or **awards of compensation**. **We** may also require the **insured persons** to make an offer to pay an **award of compensation** to an **employee** or ex-employee or prospective **employee** provided **we** agree to pay the **award of compensation**. If the **insured persons** fails to make that offer **we** will cease to be liable for any further **legal expenses** or **awards of compensation**.

If **you** do not comply with this condition **you** will not be covered and **we** will not pay **your** claim.

Payment of legal expenses, professional expenses and awards of compensation condition

All bills for **legal expenses** or **professional expenses** which the **insured persons** receive from the **appointed representative** should be forwarded to the **administrator** without delay. If the **administrator** requests, the **insured persons** must ask the **appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The **insured persons** are responsible for payment of all **legal expenses** or **professional expenses** or **awards of compensation**. **We** may settle these direct if requested to do so by the **insured persons**. The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid.

Recovery of costs condition

Whenever the **insured persons** are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to **us**. The **insured persons** and the **insured persons' appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the **insured persons** agree that a fair and reasonable proportion of that settlement will be deemed as costs and due to **us**. Where such a settlement is paid in instalments, all costs will be paid to **us** first.

Value Added Tax condition

If **you** are registered for VAT, **we** will not pay the VAT element of any **legal expenses** or **professional expenses**.

Financial loss (building and allied trades) section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Financial loss (building and allied trades) section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Bodily injury

Death, bodily injury, illness or disease.

Claim costs

Costs and expenses

- 1 of any claimant which **you** become legally liable to pay
- 2 incurred with **our** prior written consent, to investigate or defend a claim against **you** including solicitors fees at
 - a any coroner's inquest or fatal accident inquiry
 - b summary court proceedings.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Electronic data

Facts, concepts or information in a form usable for communications, interpretation or processing by electronic or electro-mechanical data processing or electronically controlled equipment which includes programmes, software, firmware, operating systems or other coded instructions for the processing or manipulation of data.

Event

Claim or series of claims against **you** as a result of or attributable to a single source or the same original, repeated or continuing cause.

Financial loss

Loss not accompanied by or as a result of **bodily injury, personal injury or property damage** arising out of a defect in or the unsuitability of **works**.

Offshore

On or working from, or travelling by sea or air, to, from or between an offshore rig, platform or similar offshore installation.

Personal injury

Personal injury or infringement of a person's legal right other than

- 1 **bodily injury**
- 2 a right arising from title to, or an interest in property.

Property damage

Loss of or damage to property that **you** do not own or possess and is not in **your** custody or under **your** control.

Works

Work goods or materials comprising or forming part of a contract or development that **you** own or possess, or which is in **your** custody or under **your** control, or for which **you** are responsible, in the course of the **business**.

✓ What is covered

We will cover the amount of damages which **you** are legally liable to pay in respect of a claim for **financial loss**, which is first made against **you** during the **period of insurance** in connection with the **business**, so long as **we** are notified during the same **period of insurance** or within 7 days after expiry.

Notification of circumstances cover

Any circumstances notified in accordance with the **policy** conditions where a claim is made against **you** after the expiry of the **period of insurance**, will be considered as a claim first made against **you** during the **period of insurance** when **you** first told **us** of the circumstances.

Claims costs cover

We will cover **claim costs** in connection with a claim for which an award of damages is paid or may be payable under this section, but **we** will not pay claim costs for any part of a claim not covered by this section.

Limit of indemnity

- 1 The maximum amount **we** will pay for the total of all damages and **claims costs**, for all claims made against **you** during any one **period of insurance**, is the limit of indemnity shown in **your** schedule.
- 2 In respect of any claim or claims, **we** may at any time pay the limit of indemnity, after deducting any amounts already paid, or any lesser amount for which a settlement can be made. **We** will not then be liable to make any further payment in respect of the claim or claims.

✗ What is not covered

Airside exclusion

We will not cover claims caused by or arising from any work in, or on

- 1 aircraft
- 2 airport or airfield runways, manoeuvring areas or aprons, or any other parts of airports or airfields to which aircraft ordinarily have access.

Asbestos exclusion

We will not cover claims caused by or arising from

- 1 inhalation or ingestion of **asbestos**
- 2 exposure to or fear of the consequences of exposure to **asbestos**

- 3 the presence of **asbestos** in any property or on land
- 4 investigating, managing, removing, controlling or remediation of **asbestos**.

Contractual liability exclusion

We will not cover claims

- 1 for **contractual liability**
- 2 where the terms of any contract agreement made by **you**, prevent **us** from taking over the full defence or settlement of claims
- 3 to pay liquidated damages, or any contractual fines or amounts payable under contractual penalty clauses.

Defamation and discrimination exclusion

We will not cover claims caused by or arising from

- 1 libel or slander
- 2 false statement
- 3 discrimination of any kind.

Deliberate act exclusion

We will not cover claims caused by or arising from any deliberate act, error or omission on **your** part for which the results are intended or expected, or are reasonably foreseeable by **you**.

Electronic data exclusion

We will not cover claims caused by or arising from

- 1 authorised or unauthorised transmission of electronic data
- 2 the content of any website, **your** email, intranet or extranet
- 3 loss, distortion, erasure, corruption or alteration of electronic data or any loss of use resulting in reduction of functionality
- 4 failure of electronic, electromechanical data processing or electronically controlled equipment or electronic data to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

Excess exclusion

The **excess** shown in **your** schedule will apply to each **event**.

Foreign manual work exclusion

We will not cover claims caused by or arising from manual work undertaken by **you** or on **your** behalf outside the **policy territories**, except where temporary work is undertaken within the European Union, by persons ordinarily resident within the **policy territories**, for a period or periods of up to 180 days in total, during any one **period of insurance**.

Intellectual property exclusion

We will not cover claims caused by or arising from passing off or infringement of trade name, registered design, unregistered design, copyright or patent right.

Non-performance exclusion

We will not cover claims caused by or arising from

- 1 non-performance or non-completion of **works** or for any delay
- 2 financial default or insolvency.

Offshore exclusion

We will not cover claims caused by or arising from **works** by any person while offshore.

Overseas establishment exclusion

We will not cover claims caused by or arising from any associated or subsidiary company of **yours**, or any of **your** branch offices, or any representative of **yours** with power of attorney, registered, having premises or resident outside the **policy territories**.

Personal data exclusion

We will not cover claims caused by or arising from the holding of personal data or as a result of any loss, misuse or unauthorised disclosure of personal data held by **you** or on **your** behalf.

Pollution exclusion

We will not cover claims caused by or arising from pollution or contamination of the atmosphere, land or water or any buildings or structure or any environmental damage or harm.

Professional duty exclusion

We will not cover claims caused by or arising from any breach of professional duty in relation to

- 1 advice, instruction, consultancy, design, formula, specification, inspection, survey, valuation, certification or testing undertaken or given for a fee
- 2 planning, project management or supervision of **works** where **you** are engaged to act in such a capacity, either for a specific fee, or under an agreement separate from that to execute the **works**.

Prior claims exclusion

We will not cover claims caused by or arising from circumstances known to **you**, or of which **you** should have been aware, prior to the start of this section of the **policy**.

Punitive damages exclusion

We will not cover claims to pay any award of punitive, exemplary or aggravated damages or additional damages resulting from the multiplication of compensatory damages, by a court of law outside the **policy territories**.

Radioactive contamination exclusion

We will not cover claims caused by or arising from any type of nuclear radiation, nuclear material, nuclear waste, nuclear reaction or radioactive contamination.

Rectification of defects exclusion

We will not cover claims to rectify, remedy, repair, replace, re-apply, modify investigate, access or remove defective or unsuitable work, process or other operations, or to make any refund.

War risk exclusion

We will not cover claims caused by or arising from war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition, or any loss by any action of or under the order of any government or public or local authority.

Section conditions

These conditions of cover apply only to this section. **You** must comply with these conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Premium adjustment condition

If any part of the premium has been calculated on estimates **you** must, at **our** request, tell **us** the actual figures on the expiry of the **period of insurance** so that the final premium can be calculated using the agreed rates. If the adjusted premium is less than the estimated premium **we** will not return more than 10% of the original premium.

If the estimates shown in **your** schedule are marked as index linked, the renewal premium for each **period of insurance** will be calculated on an adjusted amount in line with suitable indices of costs.

This condition will only apply when shown as operative on **your** schedule.

Professional indemnity section

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Important information about the cover provided by this section

The cover provided by this section operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstance** arising from an act, error or omission that occurred before the **retroactive date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

Meanings of defined terms

These meanings apply within **your** Professional indemnity section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Asbestos

Asbestos in any form, asbestos fibres, particles or derivatives of asbestos or any material containing asbestos.

Claim(s)

Any verbal or written demand, notice or communication from a third party

- 1 making an assertion for legal remedy or any other form of compensation or remedy
- 2 containing reference to, or serving notice of, intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules and/or
- 4 referring to arbitration, adjudication or complaint proceedings.

Claim circumstance(s)

Any incident, occurrence, fact, matter or act that **you** become aware of that might reasonably give rise to a **claim**.

Criminal prosecution defence costs

Costs and expenses that **you** incur with **our** prior written consent to defend any criminal proceeding first made against **you** and notified to us during the **period of insurance** arising from the conduct of **your professional business**.

Crisis public relations costs

Costs incurred by the crisis public relations consultants following a claim and/or investigation to prevent, limit or reduce the actual or potential damage to **you** or any insured person's reputation from negative publicity or media attention.

Defence costs

All costs and expenses incurred by **us** or by **you** with **our** prior written permission relating to the investigation, defence or settlement of any **claim** against **you**, which **your policy** covers. This does not include profit costs or remuneration or expenses paid or due to **you**.

Documents

Any documents, information or data, including computer records and data or information stored magnetically or electronically, that are **your** property or are looked after by or deposited with **you** in the ordinary course of **your professional business** and for which **you** are responsible. This does not include bearer bonds, coupons, stamps, bank or currency notes or negotiable instruments.

Employee(s)

- 1 Any person working for **you** under a contract of service with **you** or
- 2 Any person working for **you** in connection with the **professional business**
 - a who is hired or lent to **you**
 - b who is self-employed
 - c on a voluntary basisand who is under **your** control or supervision.

Excess

The amount stated in **your** schedule, being the first amount of loss for which **you** are responsible.

Extended liability

Legal liability assumed by **you** under the express or implied terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Injury

Any death, illness, disease or sickness or any bodily, mental, psychological or emotional injury, distress or shock.

Limit of indemnity

The amount shown in **your** schedule as the limit of indemnity.

Loss

The amount that **you** are legally liable to pay due to a **claim**, including awards of damages, awards of claimant costs and amounts that are pursuant to settlements, but not including **defence costs**.

Period of insurance

Period shown in **your** schedule, inclusive of both the stated start date and end date.

Policy

This document, any schedule and any endorsements attached or issued.

Pollutant

Any solid, liquid or gaseous pollutant contaminant or irritant substance or any biological agent that is a danger to human health.

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify or neutralise any **pollutant**.

Professional business

Professional services or professional advice undertaken by **you** or on **your** behalf arising directly from the activities **you** have told **us** about in the proposal and application form and appearing on **your** schedule.

Retroactive date

The date from when work **you** performed is covered. This date is shown on **your** schedule.

Subsidiary

A company that **you** either directly or indirectly control through

- 1 holding a majority of the voting rights
- 2 the right to appoint or remove a majority of its board of directors and/or
- 3 sole control of, pursuant to a written agreement with other shareholders, a majority of that company's voting rights.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government, or putting any section of the public in fear by threat, force or violence or other means.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

We/us/our

AXA Insurance UK plc.

You/your

- 1 The person, firm, company or organisation shown in your schedule as the insured.
- 2 Any person, firm, company or organisation shown in your schedule as an additional insured.
- 3 Any predecessor in business to any firm, company or organisation that has been disclosed to **us**.
- 4 Any person who is or has been or who becomes a director, partner, member, principal or employee, but only for work undertaken for or on behalf of any person or body referred to in **1, 2 or 3** above.
- 5 Any retired partner, retired director or retired member of the firm, company or organisation shown in your schedule as the insured and who remains as a consultant to any person, firm, company or organisation shown in your schedule as the insured.
- 6 The estate, heirs, executors, legal or personal representatives of any person referred to in **1, 2, 3, 4 or 5** above in the event of their death or incapacity.

✓ What is covered

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from

- 1 a breach of **your** professional duty
- 2 negligent misstatement or misrepresentation
- 3 unintentional libel, slander or defamation
- 4 unintentional breach of or misuse of confidentiality or any right to privacy
- 5 unintentional infringement of intellectual property rights including any act of passing off (but not breach of patent)
- 6 negligence or a breach of a duty of care in connection with the transmission of a computer virus or a denial of service attack, or
- 7 any other civil liability that you incur.

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**.

We will pay **defence costs** in addition to the **loss**. If the amount of **loss** exceeds the **limit of indemnity**, the most **we** will pay for **defence costs** will be an amount in the same proportion that the **limit of indemnity** has to the **loss**.

Court attendance costs cover

In the event that any of **your** directors, partners, members, principals or **employees** are required to attend court, mediation or arbitration in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent, **we** will pay compensation to **you** at £300 per day or part of day for each person required to attend.

The most **we** will pay for all Court attendance costs in any one **period of insurance** is £15,000. This is in addition to the **limit of indemnity**.

Criminal prosecutions defence costs cover

We will pay for **criminal prosecution defence costs** but only where, in **our** reasonable opinion, defending the criminal proceeding could protect **you** against a **claim** or potential **claim** that would be covered by this **policy**.

For any subsequent or concurrent civil action arising out of that criminal offence, notification of that action will be deemed to be notification of a **claim** or **claim circumstance**.

The most **we** will pay for all **criminal prosecution defence costs** in any one **period of insurance** is £250,000 or the **limit of indemnity**, whichever is the lower. This is part of and not in addition to the **limit of indemnity**.

Crisis public relations costs cover

We will cover **your crisis public relations costs**.

The most **we** will pay is £25,000 during any one **period of insurance**.

Data Protection Act defence costs cover

We will pay **criminal prosecution defence costs** in the defence of any criminal proceedings brought under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998, provided always that

- 1 the act, error or omission giving rise to the proceedings was committed by **you** in the conduct of **your professional business**
- 2 **we** will be entitled to appoint solicitors and/or counsel to act on **your** behalf, and
- 3 **we** will not pay **defence costs** after **you** have pleaded guilty or have been found guilty.

The most **we** will pay for Data Protection Act defence costs cover is the **limit of indemnity**.

Dishonesty and fraud cover

We will cover **you** for any **claim** and **defence costs** arising from the conduct of **your professional business**, first made against **you** and notified to **us** during the **period of insurance**, for any civil liability including liability for claimant's costs and expenses arising from dishonest or fraudulent acts or omissions by any of **your employees**, partners, directors and supervised self employed staff.

In the case of any **claim** arising from any dishonest or fraudulent act or omission:

- 1 no person committing or condoning dishonest or fraudulent acts or omissions shall be entitled to cover
- 2 **we** will not cover dishonest or fraudulent acts or omissions committed by any person after **you** discover, or have reasonable cause for suspicion of dishonesty or fraud on the part of that person
- 3 in the event of the alleged fraudulent and/or dishonest party making an admission of guilt or being found guilty of that fraud and/or dishonesty, **we** will seek a full refund of any amounts paid by **us** under this section from that fraudulent party.

Any dishonesty or fraud committed by two or more **employees** who were acting together will be regarded as one **claim**.

The most **we** will pay for **loss** resulting from each **claim** that arises out of that dishonest or fraudulent act or omission is the **limit of indemnity**.

We will pay **defence costs** in addition to **loss** that arises out of that dishonest or fraudulent act or omission. If that **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **defence**

costs will be an amount in the same proportion that the **limit of indemnity** has to the **loss** amount.

Disputed fees cover

We will pay **you** amounts owed to **you** by **your** client where they refuse to pay for work **you** have done for them, including amounts legally owed by **you** to sub-contractors or suppliers, provided always that

- 1** **we** are satisfied that **your** client has reasonable grounds for being dissatisfied with **your** work and threatens to bring a **claim** for more than the amount owed
- 2** it is possible to settle the dispute by **you** agreeing not to pursue the outstanding amount, and
- 3** **we** consider that it will avoid a legitimate **claim** that would otherwise be covered by this **policy** for a greater amount than the amount owed to **you**.

If a **claim** still arises from the same dispute then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

If **you** eventually recover the debt then the amount paid by **us** must be repaid to **us** less **your** reasonable expenses of recovering the debt due.

The most **we** will pay for Disputed fees cover is the **limit of indemnity**.

Formal investigation costs cover

We will pay costs and expenses that **you** incur with **our** prior written approval at a properly constituted hearing, tribunal or proceeding that is covered under this **policy**, but that are not included under the meaning of **defence costs**, provided that the hearing, tribunal or proceeding

- 1** is first instigated against **you** and notified by **you** to **us** during the **period of insurance**, and
- 2** arises from the conduct of **your professional business**.

The most **we** will pay for Formal investigation costs cover in any one **period of insurance** is £25,000.

Joint ventures cover

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from a civil liability that **you** may become legally liable to pay and that arises whilst **you** are a member of a joint venture or consortium.

The most **we** will pay for Joint ventures cover is the **limit of indemnity**.

Loss of documents cover

We will cover **you** for any **claim** and **defence costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, arising from the destruction, loss or damage of any **documents**.

We will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have been destroyed, lost or damaged in the conduct of **your professional business** provided that the destruction, loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for Loss of documents cover is the **limit of indemnity**.

An **excess** of £500 (or the amount shown in **your** schedule if that is lower) will apply to each and every **claim** for loss of **documents**.

Mitigation costs cover

We will cover **you** for reasonable costs and expenses that **you** incur for any reasonable action **you** take to mitigate a **loss** or potential **loss** that would otherwise be the subject of a **claim** under this **policy**, provided always that

- 1** **you** obtain **our** prior written consent before incurring these costs and expenses, and
- 2** **you** prove to **our** satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential **claim**, and

- 3 if a **claim** still arises from the same **loss** or potential **loss** then the amount paid under this section will be deducted from the **limit of indemnity** for that subsequent **claim**.

The most **we** will pay for Mitigation costs cover is the **limit of indemnity**.

Pollution cover

For any **claim** that arises directly or indirectly from **pollution**, **we** will only pay for that **claim** and any **defence costs** related to it if the cause of that **claim** was due to a specific act, error or omission committed by **you**, or by others acting on **your** behalf, in the conduct of **your professional business**.

The most **we** will pay for all **pollution claims** and **defence costs** related to those **pollution claims** in any one **period of insurance** is the **limit of indemnity**. For the purposes of this Pollution cover, **defence costs** will be inclusive of and not in addition to the **limit of indemnity**.

Subsidiary creation and acquisition cover

If, during the **period of insurance**, **you**:

- 1 acquire securities or voting rights in another organisation or create another organisation which, as a result of that acquisition or creation, becomes a **subsidiary of yours**,
or
- 2 acquire any organisation by merger or consolidation

then that acquired or created organisation will automatically be insured under this **policy** with effect from the date of the acquisition or creation, but only with respect to the performance of **your professional business** performed after the acquisition or creation was completed.

However, if the acquired or created organisation:

- 1 has annual fee income or turnover, which is greater than 10% of the annual fee income you last declared to **us** prior to the **period of insurance**
- 2 has assets in the United States of America or Canada

- 3 provides advice or services as part of activities which are not activities described in the definition of the **professional business**
- 4 has ever been fined an amount of £10,000 or more or has ever been found guilty of an offence by its regulator, or
- 5 has ever, with regard to any given 12 month period, incurred (through judgment or settlement) total losses equaling or exceeding £100,000 or 10% of the **limit of indemnity** (whichever is less) on account of **claims** made against it in that period,

you will give **us** written notice of that acquisition or creation as soon as possible and also provide any additional information **we** may reasonably require. **We** will have the right to amend the terms of this **policy** including but not limited to charging an additional premium. If **you** fail to give us written notice of the acquisition or creation then **we** will have the right to refuse to pay any **claim** or **claim circumstance** that arises directly or indirectly in connection with that acquired or created organisation.

Your own loss from dishonesty cover

We will cover **you** for **your** direct financial loss arising from the dishonesty of **your** employees and self employed staff in the conduct of **your professional business** where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for all **claims** for this cover in any one **period of insurance** is the **limit of indemnity**.

Defence and settlement of claims

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

We may at any time pay the **limit of indemnity** or relevant sub-limit. **We** will then have no further liability for that **claim** or **defence costs** except those already incurred at the date of payment of the **limit of indemnity** or sub-limit.

We have the right, but not the obligation, to take control of any **claim** and conduct the investigation, settlement or defence in your name. After taking into account the commercial considerations of the costs of defence, **we** may choose to settle a **claim** instead of defending it.

If **we** feel it is necessary, **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with a **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only if **we** are satisfied that **your** solicitor has the necessary expertise to undertake this work, only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** may refer the matter to a Queen's Counsel of the English Bar to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the Queen's Counsel to be appointed, then the Queen's Counsel will be appointed by the current Chairman of the English Bar or their representative. The Queen's Counsel's decision on how the legal proceedings should be handled shall be binding on **you** and **us**. In resolving this dispute, the Queen's Counsel will have consideration for the interests of **you** and **us**. The costs of this exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

x What is not covered

Asbestos exclusion

We will not cover any **claim** directly or indirectly involving **asbestos** or allegations or concerns relating to **asbestos**.

Associated persons or entities exclusion

We will not cover any **claim** brought by

- 1 a firm, company or organisation with a financial interest in **you**

- 2 a firm, company or organisation in which any of **your** partners, directors or principals have a controlling interest
- 3 any firm, company, organisation or individual who falls within the definition of **you**

unless the **claim** originates from a source independent of that firm, organisation or individual.

Construction or installation exclusion

We will not cover any **claim** arising from the conduct of **your professional business** where **you** undertake any construction, erection, installation or maintenance works or to manufacture or supply materials or equipment (other than project models or displays) in connection with such construction, erection, installation or maintenance works.

Deliberate acts and omissions exclusion

We will not cover any **claim** arising directly or indirectly from any act, error or omission that **you** deliberately, spitefully or recklessly commit, condone or ignore.

Directors' and officers' liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees for breach of their duties as director, officer or trustee.

Dishonesty and fraud exclusion

We will not cover any **claim** directly or indirectly involving dishonesty or fraud committed by **you** other than as stated in the Dishonesty and fraud cover on page 58 and/or Your own loss from dishonesty cover.

Distorted computer records exclusion

We will not cover any costs and expenses **you** incur as a result of the loss or distortion of computer records caused by

- 1 defects in computer equipment or electronic storage devices
- 2 wear, tear, vermin or gradual deterioration
- 3 climatic or atmospheric conditions or extremes of temperature

- 4 use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

The exclusion will not apply to the Loss of documents cover.

Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

Excess exclusion

We will not pay the **excess** shown in **your** schedule. The **excess** does not apply to **defence costs**, Court attendance costs cover or Formal investigation costs cover.

The **excess** applicable to Loss of documents cover is as stated under the Loss of documents cover on page 59.

Extended liability exclusion

We will not cover **extended liability**.

Failure to duplicate data exclusion

We will not cover **your** own **documents** that are stored on a computer system or in any other magnetic or electronic form unless those **documents** are duplicated on at least a daily basis, with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

Financial services exclusion

We will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages awarded against **you**.

Goods supplied exclusion

We will not cover any **claim** arising out of any product, goods or materials that **you** have supplied or used, or made arrangements to supply or use, or the manufacture, repair, sale, installation or maintenance of any product by **you** or on **your** behalf.

Injury exclusion

We will not cover any **claim** for **injury**

- 1 to any employee
- 2 to any person who is not an employee unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Insolvency exclusion

We will not cover any **claim** arising out of or in connection with **your** insolvency, bankruptcy or any **claim** made by **your** liquidator, provisional liquidator or administrator.

Insurance or finance arrangement exclusion

We will not cover any **claim** arising from your failure to arrange and/or maintain insurance and/or finance.

Internet activity exclusion

We will not cover any **claim** arising out of

- 1 the management of financial transactions
- 2 obscene, blasphemous or pornographic materials

on the internet.

North American jurisdiction exclusion

We will not cover any **claim** instituted or pursued

- 1 within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or in which it is contended that the laws of the United States of America or Canada should apply

- 2 to enforce a judgment obtained in any Court of the United States of America or Canada or any territories, which come within the jurisdiction of the United States of America or Canada.

Patent exclusion

We will not cover any **claim** arising out of any infringement of any patent.

Personal liabilities exclusion

We will not pay any **claim** arising from and/or personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or a breach of any fiduciary duty, other than when performing **your professional business** for a client, or any statement, representation or information concerning you contained in **your** accounts, reports or financial statements.

Personnel supplied by you exclusion

We will not cover any **claim** arising from the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.

Pollution exclusion

We will not cover any **claim** directly or indirectly involving **pollution** other than as stated in the Pollution cover on page 60.

Previous claims exclusion

We will not cover any **claim**

- 1 that has been notified under any other policy before the start of this **policy**
- 2 that **you** were aware of or should have been aware of before the start of this **policy**.

Property damage exclusion

We will not cover any **claim** for loss of or damage to property unless arising directly from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

Radioactive contamination exclusion

We will not cover any **claim** arising directly or indirectly from

- 1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Retroactive date exclusion

We will not cover any **claim** arising from the performance of **your professional business** carried out before the **retroactive date** shown in **your** schedule.

Survey exclusion

We will not cover any **claim** arising from the conduct of **your professional business** where **you** undertake any survey of physical property other than pest control work normally undertaken by a pest controller.

Taxation, competition or restraint of trade exclusion

We will not cover any **claim** arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.

Terrorist act exclusion

We will not cover any **claim** directly or indirectly involving any terrorist act.

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

This exclusion will not apply to the Disputed fees cover on page 59.

Virus exclusion

We will not cover any **claim** arising out of the transmission or receipt of a **virus or similar mechanism** except in so far as cover is provided by section 6 of the What is covered section of this **policy**.

War risk exclusion

We will not cover any **claim** arising from or happening through war, invasion, act of foreign enemy, hostilities, whether war is declared or not, civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply then **we** may at **our** option take one or more of the following actions

- 1 Cancel **your policy**
- 2 Declare **your policy** void (treating **your policy** as if it had never existed)
- 3 Change the terms of **your policy**
- 4 Refuse to deal with all or part of any **claim** or reduce the amount of any **claim** payments.

Admission of liability condition

In the event of a **claim** or discovery of a **claim circumstance**, **you** must not

- 1 admit liability
- 2 incur any **defence costs**
- 3 make any offers of settlement
- 4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstance**

without first obtaining **our** written approval. This applies regardless of any complaints handling procedure or if the amount in dispute is less than **your excess**.

Breach of Claim notification condition or Claim circumstance condition

If **you** do not comply with the Claim notification condition or the Claim circumstance condition and where the **claim** or **claim circumstance** would otherwise be covered by this **policy**, **we** will not refuse to pay the **claim** provided:

- 1 **you** tell **us** in writing about the **claim** or **claim circumstance** during the **period of insurance** and;
- 2 **you** can satisfy **us** that **you** had no intention to deceive or mislead.

If, however, this affects **our** ability to handle or settle a **claim** or **claim circumstance**, **we** will reduce the amount **we** pay to the figure **we** reasonably believe would have been payable had **our** ability to handle or settle it not been affected. This does not affect any other condition in this **policy**.

Change in risk condition

You must tell **us** as soon as possible during the **period of insurance** of any change

- 1 to the **professional business**
- 2 in the person, firm, company or organisation shown in **your** schedule as the insured
- 3 to the information **you** provided to **us** previously or any new information that increases the risk of loss as insured under any section of **your policy**.

Your policy will come to an end from the date of the change unless **we** agree in writing to accept an alteration.

We do not have to accept any request to vary **your policy**. If **you** wish to make any alteration to **your policy** **you** must disclose any change to the information **you** previously provided or any new information that could affect this insurance. If **we** accept any variation to **your policy**, an increase in the premium or different terms or conditions of cover may be required by **us**.

Claim circumstance condition

You must tell **us** in writing as soon as possible within the **period of insurance** about **claim circumstances**.

When telling **us** about **claim circumstances**, **you** must give to **us** full details including but not limited to

- 1 a description of the **claim circumstance**
- 2 the nature of the alleged act, error or omission leading to the **claim circumstance** and the date it was committed
- 3 the nature of the alleged damage
- 4 the names of the actual or potential claimants and defendants, and
- 5 the manner in which **you** first became aware of the **claim circumstance**.

If **claim circumstances** that relate to work **you** performed after the **retroactive date** and within the **period of insurance** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** in accordance with the requirements of this condition.

Claim control and co-operation condition

You must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

You must co-operate with **us** and anyone appointed on **our** behalf by

- 1 providing any information, assistance, signed statements or depositions as **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols as may be issued
- 2 assisting to present the best possible defence to a **claim**
- 3 ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstance**, whether or not that information may be privileged
- 4 provide **us** with any and all information that will allow **us** to determine **our** liability under this **policy**

- 5 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
- 6 providing any information, assistance, signed statements or depositions as **we** may require to exercise **our** rights of subrogation
- 7 ensuring that all documents of any description relevant to any **claim** or **claim circumstance** are preserved and complete.

Claim notification condition

You must tell **us** in writing as soon as possible within the **period of insurance** about any **claim** against **you** irrespective of **your** views as to the validity of that **claim**.

We will not pay **your claim** where **you** have not complied with this condition.

Dishonesty and fraud condition

You must tell **us** as soon as possible within the **period of insurance** of the discovery of any dishonest or fraudulent act or omission or of any reasonable suspicion that an **employee** has acted dishonestly or fraudulently.

Expiry of period of insurance condition

If **you** become aware of a **claim** or **claim circumstances** in the seven days immediately before the end of the **period of insurance** but, in **our** reasonable opinion, **you** are unable to tell **us** before the end of the **period of insurance**, **we** will allow **you** an additional seven days immediately after the **period of insurance** to tell **us**.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**

- 1 knowingly makes a fraudulent or exaggerated **claim** under **your policy**
- 2 knowingly makes a false statement in support of a **claim** (whether or not the **claim** itself is genuine) or
- 3 knowingly submit a false or forged document in support of a **claim** (whether or not the **claim** itself is genuine),

We will

- a** refuse to pay the **claim**
- b** declare the **policy** void from the date of the fraudulent act without any refund of premiums.

We may also inform the police of the circumstances.

Non-disclosure and misrepresentation condition

You have a duty to make a fair presentation of the risk which **you** wish to insure. This applies prior to the start of **your policy**, if any variation is required during the **period of insurance** and prior to each renewal.

If **you** fail to comply with this duty then

- 1** If **we** can demonstrate that the failure to make a fair presentation of the risk was deliberate **we** can elect to make **your policy** void and keep the premium. This means treating the **policy** as if it had not existed and that **we** will not return **your** premiums, or
- 2** If the failure to make a fair presentation of the risk was not deliberate and **we** would not have provided cover or **we** would have issued cover on different terms had **you** made a fair presentation, then **we** will not use **our** right to void **your policy** or to reduce the amount **we** will pay for a **claim**, but **we** can charge a reasonable additional premium in light of any prejudice caused to **us** by **your** failure to comply with that duty. Any such additional premium will not be more than the reduction in the amount of the **claim** payment that the law would have entitled **us** to apply.
- 3** Where **we** elect to apply one of the above then
 - a** if **we** elect to make **your policy** void, this will be from the start of the **policy**, or the date of variation or from the date of renewal
 - b** **we** will apply additional premium calculated by reference to the premium that would have been charged and this will apply from the start of the **policy**,

or the date of variation or from the date of renewal

depending on when the failure to make a fair presentation occurs.

- 4** In the case of a **claim** first made against **you** during the **period of insurance** where:
 - a** **you** had previous knowledge of the circumstances relating to that **claim**, and
 - b** **you** should have notified that **claim** under any preceding **policy** but did not do so,

if the indemnity or cover under **your policy** is greater or wider in scope than the preceding policy (whether insured by **us** or not), **we** will only cover **you** to the amount and extent as would have been provided by the preceding **policy**.

Other insurance condition

If a **claim** is made under this **policy** and there is other insurance cover under which **you** are, or would be but for this **policy**, entitled to have a **claim** paid, **we** will not pay the **claim** or **defence costs** except for any amount over and above the amount payable by the other insurance policy or policies.

Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of **your policy** that **we** will not provide cover, or pay any **claim** or provide any benefit under **your policy** to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose **us**, or **our** parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after any payment is made by **us**.

Professional indemnity section *continued*

We will not exercise any right of subrogation against any present or former **employee** unless **we** have made payment brought about or contributed to by any dishonest, fraudulent or malicious act or omission of that present or former **employee**, or if the present or former **employee** conspired to commit or condone any such dishonest, fraudulent or malicious act or omission.

You must not enter into any contract or other agreement that restricts **your** rights of recovery in respect of any **claim** that may be covered by this **policy**.

Third party rights condition

The Contract (Rights of Third Parties) Act 1999 does not apply to this **policy**.

Terrorism section

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Your schedule will show if this section is covered.

Meanings of defined terms

These meanings apply within **your** Terrorism section. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in this section.

Business interruption

Loss resulting from interruption of or interference with the **business** carried on by **you** at the **premises** as a result of **damage** to property used by **you** at the **premises** for the purpose of the **business**.

Computer systems

Computer or other equipment or component or system or item which processes stores transmits or receives **data**.

Damage

Accidental loss, destruction or damage.

Data

Any 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**.

Hacking

Unauthorised access to any **computer systems** whether **your** property or not.

Phishing

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

Premises

The premises shown in **your** schedule.

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.

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 meaning 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.

✓ What is covered

The cover provided under the Sections applicable as shown in the Terrorism section of **your** schedule is extended to include **damage** to the property insured or **business interruption** where covered caused by happening through or as a result of **terrorism**.

Where the Property damage section is shown as being applicable under the Terrorism section of **your policy** and Goods in transit cover is shown as being insured on **your** schedule this section is extended to include **damage** to property insured under the Goods in transit section for losses caused by **terrorism**.

All losses arising within 72 hours caused by **terrorism** during the **period of insurance** will be treated as one loss and **you** can decide when the 72 hour period starts as covered by this section, provided that all **damage** occurs within the **period of insurance** and that no two periods overlap.

✗ What is not covered

Electronic risks exclusion

We will not cover any losses directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from

- 1 damage to or the destruction of any **computer systems**
- 2 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**.

But this exclusion will not apply where the loss

A) results directly 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 a vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any **computer systems**;

and

B) comprises

(a) the cost of reinstatement, replacement or repair in respect of **damage** to or destruction of property insured by **you** and/or

(b) business interruption suffered directly by **you** as a direct result of either **damage** or destruction to property used by **you** at a location covered by this **policy** or as a direct result of denial, prevention or hindrance of access to a location where property used by **you** is covered by this **policy** as a result of **damage** caused by **terrorism** to property which is within one mile of the location.

However, under **A)** and **B)** above **we** will not cover **you** for any losses caused by **terrorism** where the organisation involved or any persons acting on behalf of or in connection with that organisation are controlled by, acting on behalf of or part of any de jure or de facto government of any nation, country or state.

Subject only to the proviso set out in **C)** below, the following property is specifically excluded from the cover provided under **A)** and **B)** above

(i) money, currency, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or non-negotiable instruments, financial securities or any financial instrument of any sort whatever

and

(ii) data

C) However, in circumstances where loss otherwise falling within this section results indirectly from any alteration, modification, distortion, erasure or corruption of **data** because the occurrence of a peril or perils detailed under **A)** above results from any alteration, modification, distortion, erasure or corruption of **data** then notwithstanding **(ii)** above, such loss shall nonetheless be covered.

Excluded property exclusion

We will not cover **you** for any losses directly or indirectly caused by or resulting from loss, destruction or damage to any

- 1 property located outside England, Wales and Scotland and property in the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987
- 2 nuclear installation or nuclear reactor
- 3 property which is specifically excluded elsewhere in this **policy**.

Motor exclusion

We will not cover **you** for

- 1 any property covered by a motor policy other than a motor trade policy
- 2 property covered under a road risks section of a motor trade policy.

Other insurances exclusion

We will not cover **you** for any property which is insured by or would but for the existence of this section, be insured by any form of transit, aviation or marine policy.

War risks exclusion

We will not cover any claims caused by or happening through riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These conditions of cover apply only to this section. **You** must comply with the following conditions to have the full protection of **your policy**.

Conditions may specify circumstances whereby non-compliance will mean that **you** will not receive payment for a claim. However **you** will be covered and **we** will pay **your** claim if **you** are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Limitation of liability condition

Our liability for all losses from any one event and in total in any one **period of insurance** will not exceed

- 1 the total sums insured, or
- 2 for each item its individual sum insured, or
- 3 any other limit of liability

whichever is the less as stated within the Sections applicable shown in the Terrorism section of **your** schedule.

Proof of cover condition

In any action, lawsuit or other proceedings or where **we** state that any loss, damage, costs or expense is not covered by this section it will be **your** responsibility to prove that they are covered.

Making a complaint

AXA Insurance aims to provide the highest standard of service to every customer.

If **our** service does not meet **your** expectations **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim. If **your** complaint relates to anything else, please contact the agent or AXA office where **your policy** was purchased. Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively **you** can write to **us** at

AXA Insurance complaints:



AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

All claims complaints:



Tel: **01204 815359**



Email: **commercial.complaints@axa-insurance.co.uk**

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and email address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The name of **your** insurance agent/firm (if applicable)
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have given **you our** final decision.

You have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

The Financial Ombudsman Service



Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR



Telephone: **0300 123 9123*** or
0800 023 4567**

Fax: **020 7964 1001**



Email: **complaint.info@financial-ombudsman.org.uk**

Website: **www.financial-ombudsman.org.uk**

* free for people phoning from a 'fixed line' (for example, a landline at home)

** free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Our promise to you

We will

- Acknowledge written complaints promptly.
- Investigate **your** complaint quickly and thoroughly.
- Keep **you** informed of progress of **your** complaint.
- Do everything possible to resolve **your** complaint.
- Learn from **our** mistakes.
- Use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

Legal and tax advice or emergency helplines or Legal expenses services complaints

If **you** have a complaint about the legal and tax advice or emergency helplines, or the Legal expenses services **you** should contact Arc Legal Assistance Ltd.

AXA legal expenses services complaints:



Arc Legal Assistance Ltd
The Gatehouse, Lodge Park
Lodge Lane
Colchester
Essex
CO4 5NE



Tel: **01206 615000**

You can also refer to the Financial Ombudsman Service (FOS) if **you** cannot settle **your** complaint with Arc or before they have investigated the complaint if both parties agree.

Arc are also covered by the Financial Services Compensation Scheme (FSCS).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

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