

HSBC Insurance Brokers Limited

# Tradesmans

*Policy Document*

HSBC Insurance 

*Underwritten by Allianz Insurance plc*

# Introduction

## Your Insurer

Allianz Insurance plc is one of the largest Insurers in the UK. Our long and consistent track record gives you the peace of mind that you can trust us to be there when you need us.

Our friendly, efficient and professional people are committed to provide you with a high quality service.

In the event of having a claim, you will be in good hands. Our professional teams of claims handlers will deal with your loss promptly and seek flexible solutions to get your business back to full strength as soon as possible.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849. This can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## Your Insurance Adviser

HSBC Insurance Brokers Limited is a leading global specialist insurance and reinsurance broker.

HSBC Insurance Brokers Limited have arranged a high quality package solution of bespoke insurance products and services designed to meet your business and individual needs, which is competitively underwritten by Allianz Insurance plc.

For further information please ring HSBC Insurance Brokers Limited on 0845 604 2417.

# Policy Contents

	page
Insuring Clause	2
General Definitions	3
General Conditions	5
General Exclusions	8
The Cover Provided	
1 – Public and Products Liability Section	12
2 – Employer’s Liability Section	19
3 – All Risks Tools and Equipment Section	21
4 – Contract Works Section	23
5 – Own Plant Section	26
6 – Hired in Plant Section	27
7 – Personal Accident Section	30
8 – Legal Expenses Section	32
Claims Handling	41
Caring for Customers	42
Financial Ombudsman Service	43
Financial Services Compensation Scheme	43
Data Protection Act	44

Please note that *Your Policy* has several *Sections*.

Check *Your Schedule* which *You* will find in the pocket opposite to see which *Sections* are in force.

# Insuring Clause

The Application Form and any information supplied by or on behalf of the **Insured** forms the basis of this contract between the **Company** and the **Insured**.

In consideration of payment of the premium the **Company** will indemnify or otherwise compensate the **Insured** against loss, destruction, damage, injury or liability (as described in and subject to the terms, conditions, limits and exclusions of this **Policy** or any **Section** of it) occurring or arising in connection with the **Business** during the **Period of Insurance** or any subsequent period for which the **Company** agrees to accept a renewal premium.

For Allianz Insurance plc.



**Andrew Torrance**  
**Chief Executive**

Allianz Insurance plc. Registered in England number 84638  
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.  
Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.  
This can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

# General Definitions

The following definitions apply to the whole **Policy** and should be read in conjunction with each **Section**.

The words and expressions defined below bear the meaning given to them wherever they appear in the **Policy** unless redefined with a particular meaning at the beginning of an individual **Section** of the **Policy**. Other words are also given particular meanings in the individual **Sections** of the **Policy** and bear those meanings in the relevant **Section**.

## **Business**

The business as stated in the **Schedule** and including:

- a) provision and management of canteen, sports and social, educational, training and welfare organisations for the benefit of **Employees** and first aid, fire, security and ambulance services
- b) ownership, maintenance and repair of premises occupied by the **Insured** in connection with the business
- c) repair or maintenance of vehicles or plant owned or used by the **Insured**
- d) participation in trade shows or exhibitions
- e) private work undertaken with the consent of the **Insured** by **Employees** for the **Insured** or any director or **Employee** of the **Insured**.

## **Company**

Allianz Insurance plc.

## **Constructional Plant**

Tools, plant and equipment.

## **Contract Site**

Any contract site of the **Insured**.

## **Contract Works**

All permanent and temporary works undertaken by the **Insured** in performance of a contract or **Speculative Development**, including all materials intended for incorporation in connection with a contract.

## **Costs**

- 1 Legal costs and expenses
  - a) recoverable from the **Insured** by any claimant which have been incurred before the **Company** has paid or offered to pay the full amount of the claim, or the **Limit of Indemnity** as stated in the **Schedule**
  - b) incurred with the written consent of the **Company** for representation at:
    - i) any coroner's inquest or fatal accident enquiry;
    - ii) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty.
- 2 Other costs and expenses incurred by the **Insured** with the written consent of the **Company**.

## **Employee**

Any person while working for the **Insured** in connection with the **Business** as stated in the **Schedule** who is:

- a) under a contract of service or apprenticeship with the **Insured**
- b) a labour master or labour-only sub-contractor or any person supplied by them
- c) a self-employed person
- d) borrowed by or hired to the **Insured**
- e) participating in a work experience or similar scheme.

# General Definitions (continued)

## ***Excess***

The amount for which the ***Insured*** is responsible for each loss in the circumstances described within the ***Policy***. Any limits or sums insured apply after the excess has been deducted.

## ***Geographical Limits***

- a) Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- b) Elsewhere in the world for commercial visits undertaken by the ***Insured*** or any director or ***Employee*** of the ***Insured*** normally resident in a) above, not involving the supervision or performance of manual work.

## ***Injury***

Bodily injury, death, disease, illness or nervous shock.

## ***Insured***

The person, people or company named as the Insured in the ***Schedule***.

## ***Limit of Indemnity***

The limit of indemnity specified in the ***Schedule***.

## ***Offshore Installations***

- a) any installation in the sea or tidal waters which is intended for underwater exploitation of mineral resources or exploration with a view to such exploitation
- b) any installation in the sea or tidal waters which is intended for the storage or recovery of gas
- c) any pipe or system of pipes in the sea or tidal waters
- d) any installation which is intended to provide accommodation for persons who work on or from the locations specified in a), b) or c) above.

## ***Period of Insurance***

The period stated in the ***Policy Schedule*** or any subsequent period for which the ***Insured*** pays and the ***Company*** accepts the premium.

## ***Policy***

The preamble, general definitions, general conditions, general exclusions, ***Sections***, ***Schedule*** and endorsements operative when anything happens that may give rise to a claim under this policy are all part of this policy and are to be read together as one contract.

## ***Schedule***

The latest schedule issued by the ***Company*** as part of the ***Policy***.

## ***Section/Sections***

The parts of this ***Policy*** that detail the insurance cover provided by this ***Policy***.

## ***Sum Insured***

The maximum amount the ***Company*** will pay for each item insured under any ***Section***.

## ***Speculative Development***

Property constructed by the ***Insured*** not under contract which is intended for occupation by the ***Insured*** or for sale but not exceeding:-

- a) in respect of any private dwelling house, bungalow, flat or maisonette and the contents of any show-house the ***Limit of Indemnity*** shown in the ***Schedule***.
- b) £50,000 in respect of other property.

# General Conditions (These apply to the whole **Policy**)

## 1 Acceptance Criteria – Payments

Unless otherwise specified and agreed by the **Company** this **Policy** has been issued on the basis that-

- a) payments to bona-fide sub-contractors do not exceed 35% of the annual turnover or £100,000 of annual payments whichever is the lower
- b) payments to temporary **Employees** do not exceed 35% of the annual turnover or £100,000 of annual payments whichever is the lower.

## 2 Alteration of Risk

From the time any alteration increases the risk of loss, damage, injury or liability this **Policy** will cease to be operative, unless the **Company** agrees the alteration in writing.

## 3 Arbitration

Should any difference arise as to any amount payable to the **Insured** (liability being admitted) such difference will be referred to an arbitrator to be appointed in accordance with the appropriate statutory provisions in force at the time.

Where any difference is referred to arbitration the making of an award will be a condition precedent to any right of action against the **Company**.

## 4 Cancelling the policy

The **Insured's** cancellation rights

The **Insured** may cancel the **Policy** within fourteen (14) days of receipt of the **Policy** documents or within a period of fourteen (14) days of receipt of the renewal documentation (referred to as the "cooling off" period). The **Insured** should exercise this right by contacting HSBC Insurance Brokers Limited.

Should the **Insured** exercise this right to cancel during the cooling off period, they will be entitled to a return of the premium paid unless a claim has been made which leads to the contract of insurance being fully completed. Any return of premium will be calculated on a proportionate basis. There is no cancellation charge. However, if the proportional amount due is less than £25 no refund will be made. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

Should the **Insured** not exercise the right to cancel during this cooling off period, the **Policy** premium becomes due, the **Insured** may not be entitled to a refund of premium and the **Policy** may run for its full term.

If the cooling off period has expired, the **Insured** may cancel the **Policy** during the **Period of Insurance** by giving fourteen (14) days notice in writing to HSBC Insurance Brokers Limited. Provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **Period of Insurance** the **Insured** will be entitled to a proportionate return of the premium paid. There is no cancellation charge. However, if the proportional amount due is less than £25 no refund will be made. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

In the event of cancellation the **Insured** must return to HSBC Insurance Brokers Limited the current Certificate(s) of Employers Liability Insurance.

The **Company's** cancellation rights

The **Company** may cancel the **Policy** by letter sent to the **Insured's** last known address giving fourteen (14) days notice. The **Insured** will then be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

If the premium for the **Policy** is paid by instalments, please refer to the instalment agreement for details of the cancellation procedure that will apply.

In the event of cancellation the **Insured** must return to HSBC Insurance Brokers Limited the current Certificate(s) of Employers Liability Insurance.

# General Conditions (continued)

## 5 Claims Procedure

If any event gives or is likely to give rise to a claim, the **Insured** (or their representative) must:

- a) report the details immediately to the **Company** and send a written claim within thirty (30) days but within seven (7) days if the claim is for riot, civil commotion or malicious damage;
- b) give all evidence, information and assistance required at their own expense;
- c) send unacknowledged every letter, claim, writ, summons and process immediately to the **Company** and not make any admission, offer, promise, payment or indemnity without the written consent of the **Company**;
- d) immediately inform the Police if loss or damage is due to rioters, malicious persons or thieves;
- e) if demanded, make a statutory declaration of the truth of the claim and of any matters connected with it.

This condition does not apply to the Legal Expenses **Section** of this **Policy**.

## 6 Company Rights Following Claims

The **Company** is entitled, at its own discretion and expense:

- a) to take over and conduct the defence or settlement of any claim and to enforce any rights against any other party, in the name of the **Insured**, before or after meeting a claim.
- b) in connection with claims for property owned by the **Insured** to enter any premises where loss or damage has occurred and take possession of, or require to be delivered to the **Company**, any property insured and to deal with such property in any reasonable manner, provided that no property may be abandoned to the **Company**.
- c) to elect to replace, reinstate or repair any property as far as circumstances permit and in a reasonably sufficient manner. In any case the **Company** will not expend more than the relevant **Sum Insured** or **Limit of Indemnity**.

## 7 Control of Claims

The **Company** will have sole control of all claims, procedures and settlements.

## 8 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on their behalf to obtain any benefit under this **Policy** or if any loss or damage is occasioned by the wilful act or with the connivance of the **Insured** benefit under this **Policy** will be forfeited.

## 9 Misdescription

- a) This **Policy** is voidable if the **Insured** misrepresents, misdescribes or fails to disclose any material fact
- b) Until the **Company** has full knowledge of all material facts and has given notice of avoiding the **Policy** no act or omission by the **Company** or anyone acting on its behalf is to be treated as affirming the continuation of the **Policy**.

## 10 Number of Persons

The premium for this **Policy** is based on the total number of permanent persons stated in the **Schedule**. The **Insured** must notify the **Company** immediately if this number shall change and shall pay any additional premium that may be required.

## 11 Observance

The due observance and fulfilment of the terms, exclusions, conditions, endorsements and clauses of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the application form will be conditions precedent to the liability of the **Company** to make any payment under this **Policy**.

## 12 Other Insurances

If, at the time of any claim other than for personal accident benefit, any other policy covers the same loss, damage, injury or liability, the **Company** will pay no more than its share of the claim. Nothing in such other policy will operate to increase the liability of the **Company**.

# General Conditions (continued)

## 13 Reasonable Precautions

The **Insured** must:

- a) take all reasonable precautions to prevent or minimise loss, damage, injury or liability.
- b) comply with all relevant statutory requirements, manufacturers' recommendations and other regulations relating to the use, inspection and safety of property or the safety of persons.

## 14 Reinstatement of Limit of Indemnity and Sum Insured - Applicable to **Sections 3, 4, 5 and 6** only

Unless the **Company** advise the **Insured** to the contrary the limit or **Sum Insured** stated in the **Schedule** will not be reduced by the amount of any claim provided that the **Insured**;

- a) pays an additional premium at an agreed rate for the period from the date of the incident to the end of the **Period of Insurance**.
- b) takes immediate steps to carry out any requirements the **Company** may require.

## 15 Law Applicable to Contract

Unless it is agreed otherwise:

- a) the language of the **Policy** and all communications relating to it will be English; and
- b) all aspects of the **Policy** including negotiation and performance are subject to English law and the decisions of English courts.

## 16 Payment of Premium

The **Insured** shall pay the premium or any agreed instalment upon request

## 17 Rights of Parties

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

## 18 Housing Grants Construction and Regeneration Act 1996

In the event of a construction contract dispute being referred to an adjudication procedure that complies with the provisions of the Housing Grants Construction and Regeneration Act 1996 the following terms and conditions will apply:

- a) If a dispute relates to loss or damage which may be the subject of a claim under this **Policy**
  - i) the **Insured** shall forward to the **Company** within three (3) working days of receipt or as soon as reasonable practicable notice of an intention by another party to refer the dispute to adjudication
  - ii) the **Insured** shall provide prior notice to the **Company** of any intention by them to refer any dispute to adjudication
- b) The **Insured** shall co-operate with the **Company** in the conduct of adjudication. Appointments made by the **Company** shall be at the **Company's** expense.
- c) The **Insured** shall not accept an award made by the adjudicator to the dispute as being final without the prior consent of the **Company**.
- d) The **Company** will indemnify the **Insured** against a partial or full award made by the adjudicator to the extent that this **Policy** allows.
- e) Payment made by the **Company** in respect of an award shall be made without prejudice to any rights of subrogation that the **Company** may possess
- f) The **Insured** shall institute legal proceedings or arbitration in accordance with the terms of the original Contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested to do so by the **Company**. The **Company** will appoint appropriate advisers as they deem necessary to have appropriate conduct of the proceedings. Any of these measures taken shall be at the **Company's** expense.

All other terms and conditions of this **Policy** shall apply to the extent that they are not in conflict with this Condition.

# General Exclusions (These apply to the whole *Policy*)

This *Policy* will not cover the following:

## 1 War and Kindred Risks

Loss destruction damage death injury disablement or liability or any consequential loss occasioned by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

## 2 Terrorism

- a) in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987 : loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
  - i) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
  - ii) any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism.

In respect of a) above an Act of Terrorism (Terrorism) means :

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

- b) in respect of territories other than those stated in a) above :
  - loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with
  - i) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
  - ii) any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism.

In respect of b) above an act of Terrorism (Terrorism) means :

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

In any action, suit or other proceedings where the *Company* alleges that by reason of this General Exclusion any loss or destruction or damage or any consequential loss is not covered (or is covered only up to a specified *Limit of Indemnity*), the burden of proving to the contrary shall be upon the *Insured*.

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

## 3 Terrorism Limit of Indemnity

- a) Where Employers Liability cover is operative the *Limit of Indemnity* shall not exceed £5,000,000 in respect of an act of Terrorism
- b) Where Public Liability cover is operative the *Limit of Indemnity* shall not exceed the *Limit of Indemnity* shown in the *Schedule* or £5,000,000 (whichever is the lesser) in respect of an act of Terrorism.

For the purposes of this limitation the Definition of an act of Terrorism is:

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

If the *Company* alleges that by reason of this limitation any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the *Insured*.

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

# General Exclusions (continued)

## 4 Northern Ireland

Loss or destruction or damage or any consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of riot, civil commotion and (except in respect of loss or destruction or damage or any consequential loss by fire or explosion) strikers, locked-out workers, persons taking part in labour disturbances or malicious persons.

## 5 Terrorism - Personal Accident and Sickness

Where the Personal Accident *Section* is operative, benefits are not payable as a result of any event directly or indirectly arising out of any nuclear, chemical or biological contamination due to any act of Terrorism regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

For the purpose of this General Exclusion the Definition of an act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Contamination means contamination or poisoning of people by nuclear and/or biological substances which cause illness and/or disablement and/or death. If the *Company* alleges that by reason of this General Exclusion any loss, damage, cost or expense is not covered, the burden of proving the contrary shall be upon the *Insured*.

## 6 Radioactivity

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

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

Provided that this General Exclusion will not apply to the Employer's Liability *Section* other than for liability which is:

- i) the liability of any Principal.
- ii) assumed by the *Insured* under agreement and which would not have attached in the absence of agreement.

## 7 Specific Sites

any liability arising from or in connection with work on or at:

- a) any gas works, bulk oil, petrol, gas or chemical storage tanks or chambers
- b) any aircraft, airport, ship, dock, pier, wharf, harbour, reservoir, motorway, railway or pylon;
- c) or involving travelling to or from any offshore oil/gas installation, supply, support or accommodation vessel or structure relating to such an installation, or transit by sea or air;
- d) any power station or nuclear installation;
- e) any chemical works;
- f) any computer installation or computer room;
- g) any tower, steeple, chimney shaft, blast furnace, dam, canal, viaduct, bridge, tunnel, mine or colliery.

# General Exclusions (continued)

## 8 E Risks

- a) loss or destruction of or damage to any Computer Equipment (as defined below) consisting of or caused directly or indirectly by:
- i) programming or operator error whether by the **Insured** or any other person
  - ii) virus or Similar Mechanism (as defined below)
  - iii) hacking (as defined below)
  - iv) malicious persons
  - v) failure of external networks

unless, in respect of i. ii. and iii. above, such loss or destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** Exclusion

- b) any financial loss or expense of whatsoever nature, including but not limited to business interruption, resulting directly or indirectly from the type of loss or destruction or damage described in paragraph a. of this General Exclusion

unless, in respect of a. i. ii. or iii. above, the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** Exclusion.

- c) loss or destruction of or damage to any property other than Computer Equipment where it arises directly or indirectly out of loss or destruction of or damage to any Computer Equipment of the type described in paragraph a. of this General Exclusion unless in respect of loss or damage to other property arising from a. i., ii., and iii. above, resulting from a concurrent or subsequent cause not excluded by this or any other **Policy** Exclusion

- d) loss or destruction of or damage either to Computer Equipment or any other property where it consists of or arises directly or indirectly out of:

i) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software by rioters, strikers, locked-out workers, persons taking part in labour disturbances or civil commotions, or malicious persons

ii) the erasure, loss, distortion, corruption or unauthorised access to or modification of information on computer systems or other records, programs or software due to any cause not included in d. i. above

iii) any misinterpretation, use or misuse of information on computer systems or other records, programs or software

unless, in respect of d. ii. and iii. above, such loss destruction or damage results from a concurrent or subsequent cause not excluded by this or any other **Policy** Exclusion.

- e) any financial loss or expense of whatsoever nature including but not limited to business interruption, where it arises directly or indirectly from the type of loss or destruction or damage described in paragraphs c. and d. of this General Exclusion

unless, in respect of c., d. ii. and iii., the financial loss or expense results from a concurrent or subsequent cause not excluded by this or any other **Policy** Exclusion.

For the purpose of this General Exclusion:

Computer Equipment means computer equipment, component, system or item which processes, stores, transmits or retrieves data, or any part thereof, whether the property of the **Insured** or not, whether tangible or intangible and including without limitation any information, programs or software.

Virus or Similar Mechanism means any program code, programming instruction or other 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'.

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

# General Exclusions (continued)

## 9 Computer Date Recognition

- a) The All Risks Tools and Equipment, Contract Works, Own Plant and Hired in Plant *Sections* of this *Policy* do not cover loss destruction or damage directly or indirectly caused by or consisting of or arising from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the Insured or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
  - i) correctly to recognise any date as its true calendar date;
  - ii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
  - iii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.
- b) The Public and Products Liability *Section* of this *Policy* does not cover any legal liability arising directly or indirectly from the failure of any computer or other equipment or system for processing, storing or retrieving data, whether the property of the *Insured* or not, and whether occurring before, during or after the year 2000, to achieve any or all of the purposes and consequential effects intended by the use of any number to denote a date including the failure
  - i) correctly to recognise any date as its true calendar date;
  - ii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date;
  - iii) to recognise, capture, save, retain, restore and/or correctly to manipulate, interpret, calculate or process any data or information as a result of the operation of any command which has been programmed into any computer software or firmware, being a command which causes the loss of data or the inability to recognise, capture, save, retain, restore or correctly to manipulate, interpret, calculate or process any data on or after any date.

# 1 – Public and Products Liability Section

## Contents

### Definitions

#### ***Contract Works***

All work executed or to be executed under any contract undertaken by the ***Insured*** including:

- a) materials intended for incorporation into the contract works
- b) temporary works for use in connection with the contract works
- c) plant, tools and equipment the property of the ***Insured*** or hired to him for use in connection with the contract works.

#### ***Damage to Property***

Loss of or damage to material property.

#### ***Heat Equipment***

Any electric, oxy-acetylene or similar welding or cutting equipment, blow lamps, blow torches, hot air guns, hot air strippers, angle grinders, tar bitumen or asphalt boilers or heaters.

#### ***Pollution or Contamination***

- a) all pollution or contamination of buildings or other structures or of water land or the atmosphere, and
- b) all ***Injury*** loss or damage directly or indirectly caused by such pollution or contamination

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

#### ***Products***

Goods (including containers, packaging, labels or instructions for use) manufactured, sold, supplied, repaired, altered, installed, erected, processed, tested, cleaned or treated by the ***Insured***, or on behalf of the ***Insured***.

#### ***Underground Services***

Pipes, cables and underground services.

### Cover

The ***Company*** will indemnify the ***Insured*** against all sums which the ***Insured*** becomes legally liable to pay as compensation for:

- a) accidental ***Injury*** to any person
- b) accidental wrongful arrest, detention or false imprisonment of any person
- c) accidental ***Damage to Property***
- d) obstruction, trespass, nuisance or interference with any right of way, air, light or water of another person.

occurring in connection with the ***Business***:

- i) within the ***Geographical Limits***,
- ii) worldwide for ***Products*** supplied from the ***Geographical Limits***,

during the ***Period of Insurance***.

## Amount Payable

The total liability of the **Company** (including any cover extensions) for all claims:

- a) arising out of one occurrence or number of occurrences arising directly or indirectly from one source, original cause or incident arising during one **Period of Insurance** caused by **Products** not forming part of the **Contract Works** will not exceed
- b) arising out of one occurrence or number of occurrences arising directly or indirectly from one source, original cause or incident will not exceed
- c) arising out of **Pollution or Contamination** which is deemed to have occurred during the **Period of Insurance** will not exceed the lower of £5,000,000 or the **Limit of Indemnity** as stated in the **Schedule**.

In addition the **Company** will pay **Costs**.

## Extensions

### Bona-Fide Sub-Contractors

The **Company** agrees to insure the **Insured's** legal liability for work carried out by bona-fide subcontractors working for or on behalf of the **Insured** provided that the **Company** shall not be liable under this extension if the bona-fide sub-contractors are entitled to indemnity under any other insurance. Subject otherwise to General Conditions 1 (Acceptance Criteria – Payments) and the terms exceptions and conditions of this **Policy**.

It is a condition of the **Policy** that the **Insured** check that the bona-fide sub-contractors hold current and valid insurance for the work carried out on the **Insured's** behalf and this insurance must have a **Limit of Indemnity** not less than the **Limit of Indemnity** provided by this **Policy**.

### Car Park and Cloakroom Liability

Where vehicles or personal effects of persons other than the **Insured** are held in trust by or in the custody or control of the **Insured** the **Company** will provide indemnity against legal liability in respect of loss of or damage to such property provided that such property

- a) is not being stored by the **Insured** for a fee or other consideration  
and
- b) is not held in trust by or in the custody or control of the **Insured** for the purposes of work being carried out on such property.

### Consumer Protection Act and Food Safety Act

The **Company** will indemnify the **Insured** for legal fees and expenses incurred with the written consent of the **Company** in the defence of any criminal proceedings, including an appeal against conviction, resulting from proceedings following a breach of Part II of the Consumer Protection Act or of Part II of the Food Safety Act 1990, provided that the proceedings relate to an offence alleged to have been committed during the **Period of Insurance**, and in the course of the **Business**.

The **Company** will not indemnify the **Insured**:

- a) for any fine or penalty
- b) where the prosecution is in respect of any deliberate act or omission
- c) for legal fees and expenses insured by any other policy.

## Motor Contingent Liability

Despite Exclusion 6b) this **Section** indemnifies the **Insured** against all sums which the **Insured** becomes legally liable to pay as compensation for accidental **Injury** or accidental **Damage to Property** arising out of the use of any motor vehicle in connection with the **Business** and not being a motor vehicle which is the property of or provided by the **Insured**.

Provided that the **Company** will not indemnify the **Insured** for:

- a) loss of or damage to any such motor vehicle
- b) **Injury** or **Damage to Property** while any motor vehicle is being:
  - i) driven by the **Insured**.
  - ii) used elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

## Court Attendance Costs

If at the request of the **Company** any of the undermentioned persons attend court as a witness in connection with a claim for which the **Insured** is entitled to indemnity under this **Section**, the **Company** will provide compensation to the **Insured** at the undernoted daily rates for each day on which attendance is required:

- a) the **Insured** or any director of the **Insured** £250
- b) any **Employee** £150

## Cross Liabilities

If more than one party is named in the **Schedule** as the **Insured**, this **Section** applies separately to each provided that the total liability of the **Company** will not exceed the **Limit of Indemnity** as stated in the **Schedule**.

## Data Protection Act

The **Company** will indemnify the **Insured** for legal liability to pay compensation for damage or distress arising out of any claim under Section 13 of the Data Protection Act 1998, provided that:

- a) the process of registration under the above Act has been commenced or completed by the **Insured** and the application has not been refused or withdrawn
- b) no liability arises as a result of the provision by the **Insured** of the services of a computer bureau

The **Company** will not indemnify the **Insured** for:

- i) the recording or provision of data for reward or for determining the financial status of any person
- ii) any liability which arises as a result of a deliberate act or omission of the **Insured**
- iii) legal fees and expenses insured by any other policy
- iv) the first 10% or £500 of each and every claim whichever is the greater

The total liability of the **Company** during any one **Period of Insurance** will not exceed £100,000.

## Defective Premises Act 1972

Following disposal of premises owned or occupied by the **Insured** for the **Business**, cover will extend to apply to the **Insured's** legal liability under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 (except as regards the cost of rectifying defects or alleged defects).

## Health and Safety at Work

With the **Company's** written consent, cover will extend to include legal fees and expenses incurred by the **Insured** (or, at the **Insured's** request, by any director or **Employee**) in defending any prosecution or appealing any judgement given, under the Health and Safety at Work etc Act 1974, or the Health and Safety (Northern Ireland) Order 1978, provided that:

- a) the offence relates to an activity involving the health, safety or welfare of any person other than an **Employee** and was committed in connection with the **Business** during the **Period of Insurance**;
- b) indemnity does not apply to any deliberate act or omission.

## Indemnity to other Persons

The **Company** will indemnify in the terms of this **Section**:

- a) if the **Insured** so requests:
  - i) any director or **Employee** for liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him
  - ii) any officer or member of the **Insured's** canteen, sports and social, educational, training or welfare organisations and first aid, fire, security and ambulance services
  - iii) the owner of plant hired in by the **Insured**, but only to the extent required by the terms of the contract
- b) any principal to the extent that the contract between the **Insured** and such principal so requires for liability arising from the performance of work on behalf of such principal
- c) the legal personal representatives of any person entitled to indemnity under this **Section** for liability incurred by that person

If the **Company** is liable to indemnify more than one party the total amount of indemnity to all such parties, including the **Insured**, will not exceed the **Limit of Indemnity** as stated in the **Schedule**.

## Leased or Rented Premises

Despite Exclusion 5d) this **Section** indemnifies the **Insured** for liability for loss or damage to any building (including fixtures and fittings) leased, let, rented, hired or lent to the **Insured**.

Provided that the **Company** will not indemnify the **Insured** for:

- a) the first £100 of each and every claim caused other than by fire or explosion
- b) liability arising solely because of a contract.

## Movement of Obstructing Vehicles

The **Company** will indemnify the **Insured** for legal liability arising from movement of any vehicle (not owned or hired by or lent to the **Insured**) by the **Insured** or an **Employee** where such vehicle is causing an obstruction and interfering with the performance of the **Business**.

Provided that:

- a) movements are limited to vehicles parked on or obstructing the **Insured's** own premises or at any site at which the **Insured** is working
- b) the vehicle causing obstruction will be driven by a person who is competent to drive the vehicle
- c) the vehicle causing the obstruction is driven by use of the owner's ignition key
- d) the **Company** will not be liable for:
  - i) loss or damage to such vehicle
  - ii) liability for which compulsory insurance or security is required by legislation or where insurance is provided by another policy.

## Temporary Employees

The indemnity provided under this **Section** only applies in respect of **Employees** engaged by the **Insured** on a temporary basis.

Cover is understood to apply in respect of **Employees** engaged on a temporary basis where the **Insured** has requested such cover and cover is shown as operative in the **Schedule**.

## Exclusions

The **Company** will not indemnify the **Insured** for:

- 1 **Injury** to any **Employee**
- 2 fines, penalties, aggravated, liquidated, punitive or exemplary damages or multiplication of damages
- 3 any liability arising from or in connection with:
  - a) the giving of advice or treatment, professional or technical services by or on behalf of the **Insured**, or
  - b) the design, plan, formula or specification of **Products** or work, for a fee
- 4 any liability in respect of **Pollution or Contamination** occurring:
  - a) in the United States of America and/or Canada
  - b) elsewhere in the world other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**.
- 5 **Damage to Property** or any consequential loss as a result of such **Damage to Property**:
  - a) owned by or hired to the **Insured**
  - b) which constitutes or forms any part of the **Contract Works** happening:
    - i) before the date of issue of a certificate of completion of the **Contract Works**, or where the contract has no provision for such a certificate, the date of practical completion of the **Contract Works**
    - ii) after the date defined in 5b) i) where the **Insured** is expressly responsible for such **Damage to Property** under the terms of the contract.
  - c) caused by those risks against which the **Insured** is required to effect insurance in respect of such property, by reason of Clause 21.2.1 of the Joint Contracts Tribunal Standard Form of Building Contract or any subsequent revision or under any other contract containing a similar provision
  - d) held in trust by or in the custody or control of the **Insured** other than:
    - i) **Employees'** or visitors' personal effects and motor vehicles;
    - ii) premises (including their contents) not owned, leased, hired or rented by the **Insured** but temporarily occupied by the **Insured** for the purpose of carrying out work.
- 6 **Injury or Damage to Property** caused by, or in connection with the ownership, possession or use by or on behalf of the **Insured** of any:
  - a) railway, watercraft (other than any hand-propelled boat), aircraft or hovercraft
  - b) mechanically-propelled vehicle (including attached trailers) provided that if there is no indemnity afforded by any other insurance, then in so far as such liability is not the subject of compulsory insurance or security requirements under any Road Traffic Act, this exclusion will not apply to:
    - i) any vehicle not licensed for road use;
    - ii) any vehicle licensed for road use, where liability arises solely from the use of such vehicle as a tool of trade;
    - iii) the loading or unloading of any vehicle
- 7 the amount of the **Excess** stated in the **Schedule** for which the **Insured** is responsible for each and every claim for **Damage to Property**
- 8 any liability assumed by the **Insured** under agreement except that, insofar as such liability is not otherwise excluded, this exclusion will not apply to liability:
  - a) which would have attached in the absence of such agreement
  - b) assumed under the terms of any contract for:
    - i) the construction, alteration, repair or renovation of material property or the installation of **Products** therein,
    - ii) the hire of plant for use in connection with any contract described in Exclusion b) i) above
- 9 any expenditure incurred in recalling or making any refund on the price paid for any **Products** or of replacing, repairing, reinstating or making good defective workmanship or defective **Products**

- 10 any liability arising from or in connection with:
- a) demolition except
    - i) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by the **Insured**
    - ii) of other structures not exceeding four (4) metres in height and not forming part of any building
  - b) underpinning, piling, water diversion, diving operations, blasting, quarrying or the use of explosives
  - c) the making of roads, footpaths, and the laying of pipes, cables, drains and sewers
  - d) tree felling, lopping or spraying or the spreading of any dust, liquid or gas
  - e) work on or the erection or dismantling of external aerials or satellite dishes
  - f) the use of any flammable adhesives
  - g) work on security or motorway fencing and guard rails
  - h) the use of cradles or slings
  - i) work involving the use or removal of asbestos
- 11 any liability arising from work undertaken at height exceeding ten (10) metres above ground or floor level unless previously agreed with the **Company**
- 12 a) any liability arising from work undertaken at depth in excess of two (2) metres, unless previously agreed with the **Company**
- b) any liability caused by or in connection with **Products** which to the knowledge of the **Insured** are directly or indirectly exported to the United States of America or Canada.
- 13 **Injury or Damage to Property** caused by or in connection with **Products** supplied which to the knowledge of the **Insured** are for use in or on:
- a) any aircraft spacecraft or watercraft and which are directly connected with the safety propulsion or navigation of such craft
  - b) any nuclear, petro-chemical or **Offshore Installation** computers or process control equipment.
- 14 any claim from or in connection with work on or at or transit by sea or air to or from:
- a) any **Offshore Installation**
  - b) any supply, support of accommodation vessel or structure relating to such an installation.

## Conditions

### Actions brought elsewhere in the World

The total liability of the **Company** for all compensation payable (including **Costs**) will not exceed the **Limit of Indemnity** as stated in the **Schedule** for legal liability arising in any country not a member of the European Union or any action for damages brought there, or if any subsequent action in connection with non-member countries is brought elsewhere in the world.

The **Company** will not be liable for any sum awarded by way of punitive or exemplary damages or awards made against the **Insured** by way of fines, penalties, aggravated damages or multiplication of damages.

### Discharge of Liability

The **Company** may, at any time, pay to the **Insured** the applicable **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which any claim or claims may be settled and the **Company** will be under no further liability, except for **Costs** incurred prior to the date of payment.

## Special Conditions

### Use of Heat

It is a condition precedent to any liability of the **Company** that the following precautions shall be complied with by the **Insured** their **Employees** or by their subcontractors whenever carrying out any work involving the application of heat or use of **Heat Equipment** and no liability shall attach to the **Company** unless the precautions shall have been complied with:

- a) whenever carrying out work involving the application of heat or use of **Heat Equipment**
  - i) a thorough examination of the immediate vicinity of the work (including the area of work itself and including the area on the other side of any wall or partition) shall be made to see whether any combustible material is in danger of ignition either directly and/or by conduction of heat
  - ii) all moveable and combustible materials (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be removed from the immediate vicinity of the work (to a distance of not less than six (6) metres from the point of application of heat or use of angle grinders when angle grinders welding or flame cutting equipment is used)
  - iii) all combustible materials which cannot be moved (including materials to be worked upon or which have been worked upon and to the greatest extent practicable any materials in the course of being worked upon) shall be covered and fully protected by overlapping sheets or screens of non-combustible material
- b) there shall be available for immediate use at the site of the work an adequate and suitable number of portable multipurpose dry powder fire extinguishers to European Standard BS EN 3 or British Standard BS 5423
- c) blow lamps blow torches and electric oxy-acetylene or similar welding or cutting equipment will not be lighted until required and will be extinguished after use and not left unattended when lit
- d) where the equipment involves the use of gas cylinders those not required for immediate use shall be kept outside the building in which the work is taking place (and in any event at least fifteen (15) metres from the point of application of heat or use of angle grinders)
- e) any tar bitumen or asphalt boiler shall not be left unattended and shall be located at ground level on a non-combustible surface and in the open air whilst ignited
- f) for half an hour after completion of each period of work or stage of work involving the application of heat or use of **Heat Equipment** or for half an hour after the completion of work involving the application of heat or of angle grinders in any area in all circumstances that the area previously worked upon ceases to be sufficiently visible to ensure that any outbreak of fire or signs of the possible outbreak of fire will be noticed any area or areas in which work has been carried out shall not be left unattended and a thorough inspection of the area surrounding the work (including that described in paragraph a.i) above) shall be made at frequent intervals up to the period of at least half an hour to ensure that nothing is smouldering and there is no risk of fire

For each and every occurrence of **Damage to Property** caused by the use of **Heat Equipment** the **Company** will not be liable for the first £500 of such **Damage to Property**.

### Underground Services

It is a condition precedent to any liability on behalf of the **Company** that prior to any digging or excavation work, the **Insured** will:

- a) take all reasonable steps to identify the position of Underground Services, including the use of any freephone facility for the location of Underground Services,
- b) retain a written record of the measures taken to locate Underground Services,
- c) adopt a method of work which will minimise the risk of loss to all services.

For each and every occurrence of loss or damage to Underground Services the **Company** will not be liable for the first £1,000 of such loss or damage.

## 2 – Employer’s Liability Section

(Please refer to the **Schedule** to see if this **Section** is in force)

### Cover

The **Company** will indemnify the **Insured** against all sums which the **Insured** becomes legally liable to pay as damages for accidental **Injury** to any **Employee**, caused during the **Period of Insurance**, within the **Geographical Limits**, arising in connection with the **Business**.

In addition the **Company** will pay **Costs**.

### Amount payable

The total liability of the **Company** (including **Costs** and any cover extensions) in respect of any one claim against the **Insured** or series of claims against the **Insured** arising out of one occurrence or number of occurrences arising directly or indirectly from one source or cause will not exceed £10,000,000.

### Extensions

#### Health and Safety at Work

With the **Company**’s written consent, cover will extend to include legal fees and expenses incurred by the **Insured** (or, at the **Insured**’s request, by any director or **Employee**) in defending any prosecution or appealing any judgement given, under the Health and Safety at Work etc Act 1974, or the Health and Safety (Northern Ireland) Order 1978, provided that:

- a) the offence relates to an activity involving the health, safety or welfare of any **Employee** and was committed in connection with the **Business** during the **Period of Insurance**;
- b) indemnity does not apply to any deliberate act or omission.

#### Indemnity to other Persons

The **Company** will indemnify in the terms of this **Section**:

- a) if the **Insured** so requests:
  - i) any director or **Employee** for liability for which the **Insured** would have been entitled to indemnity if the claim had been made against him
  - ii) any officer or member of the **Insured**’s canteen, sports and social, educational, training or welfare organisations and first aid, fire, security and ambulance services
  - iii) the owner of plant hired in by the **Insured**, but only to the extent required by the terms of the contract
- b) any principal to the extent that the contract between the **Insured** and such principal so requires for liability arising from the performance of work on behalf of such principal
- c) the legal personal representatives of any person entitled to indemnity under this **Section** for liability incurred by that person.

#### Injuries to Working Partners

For the purpose of this **Section** any working partner named in the **Schedule** as the **Insured** will be regarded as an **Employee** for any **Injury** sustained in connection with the **Business** during the **Period of Insurance**, provided that the **Company** will only indemnify the **Insured** if:

- a) the **Injury** is caused by the negligence of another partner or **Employee** in connection with the **Business** during the **Period of Insurance**;
- b) the injured partner has the right to pursue an action in negligence against the partner or **Employee** responsible for such **Injury**.

#### Temporary Employees

The indemnity provided under this **Section** only applies in respect of **Employees** engaged by the **Insured** on a temporary basis.

Cover is understood to apply in respect of **Employees** engaged on a temporary basis where the **Insured** has requested such cover and cover is shown as operative in the **Schedule**.

## Extensions

### Court Attendance Costs

If at the request of the **Company** any of the undermentioned persons attend court as a witness in connection with a claim for which the **Insured** is entitled to indemnity under this **Section**, the **Company** will provide compensation to the **Insured** at the undernoted daily rates for each day on which attendance is required:

- a) the **Insured** or any director of the **Insured** £250
- b) any **Employee** £150

## Exclusions

The **Company** will not indemnify the **Insured** for:

- 1 any claim from or in connection with work on or at or transit by sea or air to or from:
  - a) any **Offshore Installation**;
  - b) any supply, support or accommodation vessel or structure relating to such an installation
- 2 any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic Act (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any subsequent compulsory Road Traffic Act legislation
- 3 any liability arising from or in connection with:
  - a) demolition except:
    - i) of buildings or part of a building when such work forms part of a contract for reconstruction alteration or repair by the **Insured**
    - ii) of other structures not exceeding four (4) metres in height and not forming part of any building
  - b) underpinning, piling, water diversion, diving operations, blasting, quarrying or the use of explosives
  - c) the making of roads and footpaths or the laying of pipes, cables, drains and sewers
  - d) tree felling, lopping or spraying or the spreading of any dust, liquid or gas
  - e) work on or the erection or dismantling of external aerials or satellite dishes
  - f) the use of any flammable adhesives
  - g) work on security, motorway fencing and guard rails
  - h) the use of cradles or slings
  - i) work involving the use or removal of asbestos.
- 4 The **Company** will not indemnify the **Insured** for:
  - a) any liability for loss or damage caused directly or indirectly by subsidence or the removal or weakening of, or interference with, support to land, buildings or other property
  - b) any liability arising from work undertaken at height in excess of ten (10) metres above ground or floor level unless previously agreed with the **Company**
- 5 The **Company** will not indemnify the **Insured** for any liability arising from or in connection with:
  - a) the use by any **Employee** of any power driven woodworking machinery including pendulum and swing saws, other than portable tools applied to the work by hand
  - b) mining or quarrying.

## Conditions

### Right of Recovery

This insurance accords with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, but the **Insured** will repay all sums paid by the **Company** which would not have been paid but for the provisions of such law.

### UK Jurisdiction

The action for damages is to be brought against the **Insured** in a court of law in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

### Discharge of Liability

The **Company** may, at any time, pay to the **Insured** the applicable **Limit of Indemnity** (after deduction of any sums already paid) or any lesser amount for which any claim or claims may be settled and the **Company** will be under no further liability, except for **Costs** incurred prior to the date of payment.

# 3 – All Risks Tools and Equipment Section

(Please refer to the **Schedule** to see if this **Section** is in force)

## Definitions

### **Damage**

Loss or damage.

### **Geographical Limits**

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

### **Information Technology Equipment**

Portable computer or printer or other information technology equipment of any kind that is designed to be portable.

### **Insured Person**

**Insured**, any partner, working director or any person directly employed on a permanent basis by the **Insured** under a contract of service or apprenticeship.

### **Phones**

Mobile telephones or portable telephones.

### **Theft**

Theft or attempted theft.

### **Tools**

Portable hand tools and equipment and other portable implements of trade which are designed to be portable and for use by hand, excluding **Information Technology Equipment** and mobile plant or equipment under electrical or mechanical propulsion, owned by the **Insured** or any director or partner or **Insured Person** and used or intended for use in connection with the **Business**.

## Cover

In the event of **Tools**, **Phones** and **Information Technology Equipment** sustaining **Damage** by accidental, external and visible means or by **Theft** occurring within the **Geographical Limits**, during the **Period of Insurance**, the **Company** will at its option, replace, repair, reinstate or pay for the amount of the **Damage** or **Theft**.

## Amount payable

The **Company** will pay the amount of the loss, subject to the maximum **Sum Insured** per item, provided that the total amount payable to any one **Insured Person** does not exceed the **Sum Insured** shown in the **Schedule**.

## Exclusions

This *Section* does not cover:

- 1 loss of use or consequential loss of any kind, depreciation, mechanical or electrical breakdown, failure or breakage
- 2 **Damage** caused by or consequent upon vermin, insect, wear and tear, corrosion, frost, atmospheric conditions or the actual process of cleaning, repair, renovation or gradual deterioration
- 3 **Damage** to any **Tools, Phones** or **Information Technology Equipment** out of their operation or use during the ordinary course of working
- 4 a) **Damage to Tools, Phones** or **Information Technology Equipment** by **Theft**
  - i) from any unattended vehicle or trailer unless accompanied by external and visible damage at the point of entry and unless such vehicle or trailer is securely locked at all points of access, any security devices are correctly set and that between the hours of 2100 hours and 0600 hours is in a securely locked building or guarded security park
  - ii) while left unattended on any site or in any premises where the **Insured** is carrying out work in connection with the **Business**, unless stored in a securely locked building when not in use.
  - iii) by an **Insured Person** or **Employee**
- b) loss of accessories due to **Theft** unless the **Tools, Phones** or **Information Technology Equipment** to which such accessories are normally attached are stolen at the same time
- 5 unexplained disappearance or inventory shortage
- 6 the amount of the **Excess** stated in the **Schedule** for which the **Insured** is responsible for each and every loss.

## 4 – Contract Works Section

(Please refer to the **Schedule** to see if this **Section** is in force)

### Definitions

#### **Damage**

Loss or damage.

#### **Free Materials**

Materials supplied by or provided to the **Insured** free for inclusion into the **Contract Works** for which the **Insured** is responsible, the value of which has not been included in the contract price.

#### **Geographical Limits**

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

#### **Maintenance Period**

The period not exceeding twelve (12) months stated in any contract for which the **Insured** is responsible for maintenance work or rectifying defects originating during the performance of the **Contract Works**.

#### **Substantially Complete**

- a) In respect of any private dwelling house, bungalow, flat or maisonette when complete, apart from any choice of decoration, fixtures and fittings, which are left to be at the option of the purchaser
- b) In respect of any other **Speculative Development** when the superstructure is complete.

#### **Property Covered**

The **Contract Works** and **Free Materials** (provided the value of **Free Materials** is included in the **Limit of Indemnity** stated in the **Schedule**) belonging to the **Insured** or for which the **Insured** is responsible or has instructions to insure.

Provided that the Property Covered is:

- a) on or in the immediate vicinity of a **Contract Site**
- b) in transit by road, rail or inland waterway to or from a **Contract Site**
- c) temporarily stored away from a **Contract Site** and intended for incorporation into the **Contract Works** or for use in connection with **Contract Works** within the **Geographical Limits**.

### Cover

In the event of **Damage** to the **Property Covered** during the **Period of Insurance**, the **Company** will either:

- a) pay to the **Insured** the value of such property at the time of the **Damage** or the repair cost of the **Damage**,  
or
- b) at its option reinstate, repair or replace such property or any part of it.

### Amount payable

The liability of the **Company** will not exceed the value of the **Property Covered** at the time of the **Damage** or the repair cost of the **Damage**, provided that the maximum amount payable, for any one occurrence or number of occurrences, arising directly or indirectly from one source or original cause, will not exceed the limit stated in the **Schedule** plus the additional amount shown in the inflation provision.

## Extensions

### Cessation of Works

The **Insured** will notify the **Company** immediately if, from any cause, it becomes known work is to stop on the **Contract Works** for a continuous period in excess of ninety (90) days. In such circumstances the **Insured** must provide the **Company** with details of the work completed and outstanding for the **Company** to consider continuation of cover.

### Debris Removal

The **Company** will pay essential costs and expenses for:

- a) removing debris of,
- b) dismantling or demolishing,
- c) shoring or propping up or fencing off

**Property Covered** following **Damage**.

Provided that the **Company** will not pay:

- a) for any item, more than 10% of the value of the **Limit of Indemnity** stated in the **Schedule** for each item
- b) costs and expenses arising from pollution or contamination of property not insured by this **Section**.

### Employer's Interest

This **Section** extends to include the interest of any employer for whom the **Insured** is carrying out a contract but only to the extent that such interest is required to be insured jointly with that of the **Insured** under the contract conditions

### European Union and Public Authorities

The **Company** will pay for essential costs to reinstate permanent **Contract Works** following **Damage** which may be incurred solely by reason of the necessity to comply with the stipulations of

- 1 European Union Legislation or
- 2 Building or other Regulations under or framed in pursuance of any Act of Parliament or Bye- Laws of any Public Authority (hereinafter referred to as "stipulations") excluding:
  - a) The cost incurred in complying with the stipulations:-
    - i) in respect of **Damage** occurring prior to the granting of this benefit
    - ii) in respect of **Damage** not insured by this **Section**
    - iii) where notice has been served upon the **Insured** prior to the happening of the **Damage**
    - iv) for which there is an existing requirement which has to be implemented within a given period
    - v) in respect of undamaged property or undamaged portions of property other than foundations of that portion of the property damaged
  - b) the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with the Stipulations not arisen
  - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any such stipulations.

### European Union and Public Authorities Special Conditions

- i) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve (12) months after the happening of the **Damage** or within such further time as the **Company** may in writing allow (during the said twelve (12) months) and may be carried out upon another site, (if stipulations so necessitate) subject to the liability of the **Company** not being increased.
- ii) If the liability of the **Company** in respect of **Property Covered** (apart from as provided for by this extension) is reduced by the application of any of the terms and conditions of the **Policy**, then the liability of the **Company** under this extension shall be reduced in like proportion.
- iii) The total amount recoverable under this extension will not exceed the **Limit of Indemnity** shown in the **Schedule**.

## Expediting Expenses

The *Company* will pay essential overtime, Sunday and holiday rates of wages payments, plant hire charges, express delivery and similar costs necessarily and reasonably incurred with the consent of the *Company* to effect repair or replacement to the *Contract Works* following *Damage*.

Provided that the *Company* will not pay more than:-

- a) 50% of the cost to repair or replace the *Damage* had these extra expenses not been incurred
- or
- b) £5,000

whichever is lower.

## Indemnity to Subcontractors

The *Company* will indemnify nominated or domestic subcontractors for *Damage to Property Covered* to the extent required by the Joint Contracts Tribunal Standard Forms of Building Contract incorporating 1986 Amendments to the Insurance and Related Liability Provisions (or their equivalent).

## Inflation Protection

The *Company* will pay for an inflationary increase in the value of any contract but not more than 20% of the *Limit of Indemnity* following *Damage to Property Covered*.

## Professional Fees

The *Company* will pay for essential professional fees incurred for the reinstatement or replacement of *Property Covered* which has suffered *Damage*.

Provided the *Company* will not pay:

- a) fees which are not in accordance with the scale of fees charged by the appropriate professional body
- b) fees charged for preparing any claim.

## Redrawing Plans and Documents

The *Company* will pay essential costs and expenses for re-writing or re-drawing plans or other documents following *Damage* up to a maximum of £25,000 during any *Period of Insurance*.

## Single Occurrence Clause

If during any one period of seventy two (72) consecutive hours there shall be a series of incidents arising out of any one of the perils of earthquake, subsidence or collapse, storm, flood or other water damage, which result in *Damage to Property Covered* by this *Section*, the said series of incidents shall be deemed to constitute one occurrence with regard to both the *Limit of Indemnity* and *Excess* stated in the *Schedule*.

## Completed Speculative Developments

The *Company* will pay for *Damage* to:-

- a) any *Substantially Complete* private dwelling house, bungalow, flat or maisonette for a period not exceeding six (6) months
- b) any showhouse including contents (but not exceeding £5,000 contents any one showhouse) until sold
- c) any other property, for a period not exceeding three (3) months from the date the *Contract Works* were *Substantially Complete*.

Provided that all *Property Covered* by this extension is securely locked at all points of access and checked weekly for signs of *Damage*.

The total amount recoverable under this extension will not exceed:

- i) the *Limit of Indemnity* shown in the *Schedule* in respect of private dwelling houses, bungalows, flats or maisonettes.
- ii) £50,000 in respect of other property.

# 5 – Own Plant Section

(Please refer to the **Schedule** to see if this **Section** is in force)

## Definitions

### **Damage**

Loss or damage.

### **Geographical Limits**

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

### **Temporary Buildings**

Site huts and other temporary accommodation (including contents) belonging to or hired by the **Insured**.

### **Property Covered**

- a) **Constructional Plant** (excluding tower cranes) and **Temporary Buildings**
  - b) office furniture, fixtures and fittings
  - c) telephone installations intended directly for use in connection with the **Contract Works**
  - d) stock and materials
- all belonging to the **Insured** or for which he is responsible on or in the immediate vicinity of a **Contract Site** or in transit by road, rail or inland waterway to or from a **Contract Site**, at the **Insured's** premises or in a securely locked compound or building all within the **Geographical Limits**.
- e) **Employees'** personal effects (other than motor vehicles, jewellery, furs, money, tools or items more specifically insured) for an amount not exceeding £500 per **Employee** (after the application of any **Excess**) on or in the immediate vicinity of a **Contract Site** within the **Geographical Limits**.

## Cover

If the **Property Covered** sustains **Damage** during the **Period of Insurance**, the **Company** will either:

- a) pay to the **Insured** the value of such property at the time of the **Damage** or the repair cost of the **Damage**,  
or
- b) at its option reinstate, repair or replace such property or any part of it.

## Amount payable

The liability of the **Company** will not exceed the value of the **Property Covered** at the time of the **Damage** or the repair cost of the **Damage**, provided that the maximum amount payable, for any one occurrence or number of occurrences, arising directly or indirectly from one source or original cause, will not exceed the limit stated in the **Schedule**.

## Extensions

### Damage to Security Devices during Theft

The **Company** will pay for **Damage** to any vehicle immobiliser, locating, tracking or other security device fitted to or used on any item of **Constructional Plant** insured caused by theft or attempted theft.

### Immobilised Plant

The **Company** will pay for essential costs incurred in the recovery or withdrawal of **Constructional Plant** which has become immobilised or immovable anywhere within the **Geographical Limits** unless caused by electrical or mechanical breakdown or derangement. The **Company's** liability will not exceed £5,000 for any one occurrence.

### Single Occurrence Clause

If during any one period of seventy two (72) consecutive hours there shall be a series of incidents arising out of any one of the perils of earthquake, subsidence or collapse, storm, flood or other water damage, which result in **Damage to Property Covered** by this **Section**, the said series of incidents shall be deemed to constitute one occurrence with regard to both the **Limit of Indemnity** and **Excess** stated in the **Schedule**.

# 6 – Hired in Plant Section

(Please refer to the **Schedule** to see if this **Section** is in force)

## Definitions

### **Damage**

Loss or damage.

### **Geographical Limits**

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

### **Temporary Buildings**

Site huts and other temporary accommodation (including contents) belonging to or hired by the **Insured**.

### **Property Covered**

a) **Constructional Plant** and **Temporary Buildings**

b) office furniture, fixtures and fittings

hired in by the **Insured** for which he is responsible or has instructions to insure.

Provided that the **Property Covered** is:

a) on or in the immediate vicinity of a **Contract Site** or

b) in transit by road, rail or inland waterway to or from a **Contract Site** or

c) temporarily stored away from a **Contract Site** and intended for incorporation into the **Contract Works** or for use in connection with **Contract Works** or

d) at the **Insured's** premises or in a securely locked compound or building within the **Geographical Limits**.

## Cover

If the **Property Covered** sustains **Damage** during the **Period of Insurance**, the **Company** will either:

a) pay to the **Insured** the value of such property at the time of the **Damage** or the repair cost of the **Damage**,  
or

b) at its option reinstate, repair or replace such property or any part of it.

## Amount payable

The liability of the **Company** will not exceed the value of the **Property Covered** at the time of the **Damage** or the repair cost of the **Damage**, provided that the maximum amount payable, for any one occurrence or number of occurrences, arising directly or indirectly from one source or original cause, will not exceed the limit stated in the **Schedule**.

## Extensions

### Continuing Hire Charges

The *Company* will indemnify the *Insured* in respect of liability, arising under the terms of a hiring agreement or otherwise, to pay continuing hire charges, consequent upon *Damage* to or negligent breakdown of plant and equipment hired in by the *Insured*, provided that,

- a) the *Company's* liability shall not exceed £10,000 for any one loss and the period in respect of which payment is made under this extension, in respect of any one occurrence, shall be the period beginning forty eight (48) hours after the *Damage* and ending not later than ninety (90) days thereafter
- b) this extension does not apply to the result of any wilful act of or neglect by the *Insured* or to *Damage* to tyres by application of brakes, punctures, cuts or bursts.

### Damage to Security Devices during Theft

The *Company* will pay for *Damage* to any vehicle immobiliser, locating, tracking or other security device fitted to or used on any item of *Constructional Plant* insured caused by theft or attempted theft.

### Immobilised Plant

The *Company* will pay for essential costs incurred in the recovery or withdrawal of *Constructional Plant* which has become immobilised or immovable anywhere within the *Geographical Limits* unless caused by electrical or mechanical breakdown or derangement. The *Company's* liability will not exceed £25,000 for any one occurrence.

### Negligent Breakdown of Hired Plant

The *Company* will indemnify the *Insured* for *Damage* caused to hired *Constructional Plant* by the negligence of, mis-use or mis-direction of the property by the *Insured*. The *Company's* liability will not exceed £5,000 for any one item or £25,000 any one occurrence.

### Single Occurrence Clause

If during any one period of seventy two (72) consecutive hours there shall be a series of incidents arising out of any one of the perils of earthquake, subsidence or collapse, storm, flood or other water damage, which result in *Damage to Property Covered* by this *Section*, the said series of incidents shall be deemed to constitute one occurrence with regard to both the *Limit of Indemnity* and *Excess* stated in the *Schedule*.

## Exclusions to Sections 4, 5 and 6

The *Company* will not indemnify the *Insured* for:

- 1 Consequential loss of any description, penalties, losses due to delay, lack of performance or loss of contract.
- 2 *Damage* to:
  - a) any aircraft, hovercraft or watercraft
  - b) cash or any negotiable money instrument
  - c) any mechanically-propelled vehicle, other than *Constructional Plant*, for which compulsory insurance security is required by legislation, and is used and designed primarily for the conveyance of goods or passengers
  - d) any property (including any property being altered, extended, reconstructed or repaired) existing at the time work on the contract starts, other than materials intended for incorporation into the *Contract Works*.
- 3 *Damage* due to or caused by:
  - a) wear, tear, gradual deterioration, corrosion, insect, vermin, mildew or wood rotting fungi
  - b) electrical or mechanical breakdown of any plant (other than provided for by the Negligent Breakdown Extension)

## Exclusions to Sections 4, 5 and 6 (continued)

- c) faulty, defective or incorrect:
  - i) material or workmanship
  - ii) design, plan or specification.

The exclusion of **Damage** due to or caused by i) and ii) will be limited to the part of the **Contract Works** directly affected and will not apply to **Damage** to any otherwise sound part of the **Contract Works** caused as a consequence.
- 4 Any unexplained loss of **Property Covered** discovered only at inventory or not traceable to an identifiable event.
- 5 **Damage** to any part of the **Contract Works** for which a certificate of practical completion has been issued unless such **Damage**:
  - a) occurs during the **Maintenance Period** from a cause arising before a certificate of practical completion has been issued
  - b) is caused by the **Insured** while fulfilling his obligations during the **Maintenance Period** as set out in the terms of the contract
  - c) occurs within fourteen (14) days after the issue of a certificate of practical completion and it is the responsibility of the **Insured** to arrange insurance against such **Damage**.
- 6 **Damage** to any **Property Covered**, which is more specifically insured against such **Damage**.
- 7 **Damage** to any completed **Speculative Development** which is substantially complete occurring after the expiry of the cover provided by the Speculative Developments Extension.
- 8 **Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 9 The amount of any **Excess** stated in the **Schedule** for which the **Insured** is responsible for each and every occurrence of **Damage**. In the event of an incident resulting in a claim under more than one of **Sections 4, 5 and 6** it is understood that this **Excess** shall only apply once in respect of such incident.
- 10 **Damage** caused by pollution or contamination but not:
  - a) pollution or contamination which occurs as a consequence of **Damage** which is covered by this **Section**
  - b) subsequent **Damage** which would otherwise be covered by this **Section**.
- 11 **Damage** to **Contract Works** involving:
  - a) demolition except
    - i) of buildings or part of a building when such work forms part of a contract for reconstruction, alteration or repair by the **Insured**
    - ii) of other structures not exceeding four (4) metres in height and not forming part of any building
  - b) underpinning, piling, water diversion, diving operations, blasting, quarrying or the use of explosives
  - c) the making of roads, footpaths, and the laying of pipes, cables, drains and sewers
  - d) tree felling, lopping or spraying or the spreading of any dust, liquid or gas
  - e) work on or the erection or dismantling of external aerials or satellite dishes
  - f) the use of any flammable adhesives
  - g) work on security or motorway fencing and guard rails
  - h) the use of cradles or slings
  - i) work involving the use or removal of asbestos
- 12 **Damage** arising out of the use or occupation of any portion of permanent **Contract Works** by any owner, tenant or occupier.
- 13 **Damage** to **Property Covered**:
  - a) where the original contract price exceeds the amount stated in the **Schedule**
  - b) which is separately insured.

# 7 – Personal Accident Section

(Please refer to the **Schedule** to see if this **Section** is in force)

## Definitions

### **Injury**

Accidental physical injury caused by someone or something other than the person injured.

### **Insured Person**

Anyone named in the **Schedule**.

## Cover

The **Company** will pay benefits for the following during the **Period of Insurance**.

- 1 Death caused directly by **Injury** and within twelve (12) months of the **Injury**.
- 2 Loss of limbs, sight, speech or hearing caused directly by **Injury** within twelve (12) months of the **Injury**.  
Loss of limbs means physical separation or permanent and total loss of use of one or more hands or feet.  
Loss of sight means total and final loss of sight in one or both eyes.  
Loss of speech means total loss of speech.  
Loss of hearing means total and final loss of hearing in one or both ears.
- 3 Any other permanent total disability caused directly by **Injury** which, after 104 weeks from the date of the **Injury** and for the foreseeable future will prevent the **Insured Person** from doing any part of their job.
- 4 Any temporary total disability caused directly by **Injury** which prevents the **Insured Person** from doing all or a major part of their normal duties in the course of the **Business** but excluding the first fourteen (14) days of each period of disablement.

## Amount payable

The **Company** will pay the amounts shown in the **Schedule** to any **Insured Person** or their personal representative.

- a) The **Company** will make a payment under only one of benefits 1 to 3 and that payment will end this cover.
- b) The **Company** will not pay more than 50% of the amount shown in the **Schedule** for loss of hearing in one ear.
- c) If the **Company** makes a payment under one of the benefits 1 to 3, any benefit under 4 that they are paying to the **Insured Person** will stop.
- d) The **Company** will pay the benefit under 4 for up to 104 weeks in total for each **Injury**.  
The **Company** will not pay more than 75% of an **Insured Person's** average weekly earnings before tax.

## Exclusions

The **Company** will not be liable for:

- a) any **Injury** happening outside the **Insured Person's** normal duties in the course of the **Business** where Occupational Cover Only is shown in the **Schedule**.
- b) death or disability:
  - i) caused or contributed to by a physical or mental condition which the **Insured Person** had before the accident
  - ii) if the **Insured Person** fails to obtain and follow proper medical or surgical advice as soon as possible
  - iii) to any person under 16 years of age or over 70 years of age.
- c) any **Injury** caused by:
  - i) suicide or attempted suicide
  - ii) the influence of drugs or alcohol
  - iii) flying, except as a fare-paying passenger on an aircraft
  - iv) pregnancy or childbirth
  - v) Human Immunodeficiency Virus (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation of HIV or AIDS
  - vi) using power driven wood working machinery (except portable hand tools)
  - vii) accidents occurring while any **Insured Person** is engaged in or practising for:
    - winter sports (except sledging in the UK), horse racing, training or breaking, hunting, show jumping or polo, mountaineering, rock climbing, parachuting, potholing or caving, motor-racing competitions or trials, boxing, wrestling, judo, karate, martial arts, fencing or any other form of combat, squash, hockey or any type of football, power boating, water skiing or the use of underwater breathing apparatus, yachting or boating (except on inland waters or within three miles of land).

# 8 – Legal Expenses Section

(Please refer to the **Schedule** to see if this **Section** is in force)

## Definitions

### **Appointed Representative**

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **Insured Person** in accordance with the terms of this **Section**.

### **Aspect Enquiry**

An examination by HM Revenue and Customs which considers one or more specific aspects of the **Insured's** self-assessment tax return.

### **Costs and Expenses**

#### **Legal Costs**

All reasonable and necessary costs chargeable by the **Appointed Representative** on a standard basis. Also the costs incurred by opponents in civil cases if the **Insured** is ordered to pay them, or pay them with the **Company's** agreement.

#### **Accountants Costs**

A reasonable amount in respect of all costs reasonably incurred by the **Appointed Representative**.

#### **Attendance Expenses**

The **Insured Person's** salary or wages for the time that the **Insured Person** is off work to attend any court or tribunal hearing at the request of the **Appointed Representative** or as a defendant or while attending jury service. The **Company** will pay for each half or whole day that the court, tribunal or **Insured Person's** employer will not pay for.

The basis for settlement will be:

- a) the time the **Insured Person** is off work including the time it takes to travel to and from the court or tribunal. This will be calculated to the nearest half day assuming that a whole day is eight (8) hours
- b) if the **Insured Person** works full time, the salary or wages for each whole day equals 1/250th of the **Insured Person's** yearly salary or wages
- c) if the **Insured Person** works part-time, the salary or wages will be a proportion of the **Insured Person's** weekly salary or wages.

### **Date of Occurrence**

- a) For civil cases (other than under Tax protection), the Date of Occurrence is when the cause of action accrued.
- b) For criminal cases, the Date of Occurrence is when the **Insured Person** commenced or is alleged to have commenced to violate the criminal law in question.
- c) For **Full Enquiries** or **Aspect Enquiries** the Date of Occurrence is when HM Revenue and Customs first notifies in writing the intention to make enquiries.
- d) For in-depth investigations, the Date of Occurrence is when HM Revenue and Customs first issues the form IR72 or HM Revenue and Customs's Code of Practice 2. For Employers Compliance and Value Added Tax disputes, the Date of Occurrence is when the relevant authority sends an assessment or written decision to the **Insured**.

### **Full Enquiry**

An extensive examination by HM Revenue and Customs which considers all aspects of the **Insured's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **Insured's** self-assessment tax return.

### **Insured Person**

The **Insured**, the **Insured's** directors, partners, managers and **Employees**.

### **Territorial Limit**

For insured incidents Legal defence (excluding 4 of Legal Defence) and Bodily Injury: the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).

For all other insured incidents

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

# Employment Disputes

## Cover

The *Company* will represent the *Insured* in:

- 1 defending the *Insured's* legal rights prior to the issue of legal proceedings in a court or tribunal following the dismissal of an *Employee*; or
- 2 defending the *Insured's* legal rights in legal proceedings in respect of any dispute with an *Employee* or ex- *Employee* or a trade union acting on behalf of an *Employee* or ex- *Employee* which arises out of, or relates to, a contract of employment with the *Insured*; or
- 3 defending the *Insured's* legal rights in legal proceedings in respect of any dispute with an *Employee*, prospective *Employee* or ex- *Employee* from an alleged breach of their statutory rights under employment legislation.

## Exclusions

The *Company* will not pay for:

- a) any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by this *Section*
- b) any dispute with an *Employee* who was subject to a written or oral warning (formal or informal) within 180 days immediately before the inception date of the indemnity provided by this *Section* of this *Policy* if the *Date of Occurrence* was within the first 180 days of the indemnity provided by this *Section* of this *Policy*
- c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by this *Section* of this *Policy*
- d) any claim in respect of damages for personal injury or loss of or damage to property
- e) any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Acquired Rights Directive.

# Compensation awards

## Cover

The *Company* will pay for:

- 1 any basic and compensatory award; and/or
- 2 an order for compensation following a breach of statutory duties under employment legislation in respect of a claim the *Company* have accepted under Employment Disputes

The following conditions apply:

- a) in cases relating to performance and/or conduct, the *Insured* has throughout the employment dispute either:
  - i) followed the ACAS Code of Disciplinary Practice in Employment as prepared by the Advisory Conciliation and Arbitration Service or
  - ii) sought and followed advice from the *Company's* legal advice service
- b) for an order of compensation following the *Insured's* breach of statutory duty under employment legislation the *Insured* has at all times sought and followed advice from the *Company's* legal advice service since the date when the *Insured* should have known about the employment dispute
- c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the *Insured* have sought and followed the *Company's* advice prior to serving notice of dismissal
- d) the compensation is awarded by a tribunal under a judgement made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by the *Company*.

## Exclusions

The **Company** will not pay for:

- a) any compensation award relating to the following:
  - i) trade union activities, trade union membership or non-membership
  - ii) pregnancy or maternity rights
  - iii) health and safety related dismissals brought under Section 44 Employment Rights Act 1996
  - iv) statutory rights in relation to trustees of occupational pension schemes
  - v) statutory rights in relation to Sunday shop and betting work
- b) non-payment of money due under the relevant contract of employment or statutory provision relating thereto
- c) any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998
- d) any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

## Service Occupancy

### Cover

The **Company** will negotiate for the **Insured's** legal rights against an **Employee** or ex- **Employee** to recover possession of premises owned by, or for which the **Insured** is responsible.

### Exclusions

The **Company** will not pay for any claim relating to defending the **Insured's** legal rights other than defending a counter-claim.

# Legal Defence

## Cover

At the *Insured's* request:

- 1 The *Company* will defend the *Insured Person's* legal rights:
  - a) prior to the issue of legal proceedings when dealing with the Police where it is alleged that the *Insured Person* has or may have committed a criminal offence or
  - b) following an event which leads to the *Insured Person* being prosecuted in a court of criminal jurisdiction; or
  - c) if civil action is taken against the *Insured Person* for compensation under Section 13 of the Data Protection Act 1998. The *Company* will also pay any compensation award made against the *Insured Person* under Section 13 of the Data Protection Act 1998.
- 2 The *Company* will defend the *Insured's* legal rights following civil action taken against them for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the *Period of Insurance*.
- 3 The *Company* will defend the *Insured Person's* (other than the *Insured's* own) legal rights if:
  - a) an event arising from their work as an *Employee* leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, disability, age, religious belief, or political opinion; or
  - b) civil action is taken against them as a trustee of a pension fund set-up for the benefit of the *Insured's Employees*.
- 4 The *Company* will represent the *Insured Person* in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting the *Insured's Business*.
- 5 The *Company* will represent the *Insured* in appealing against the refusal of the Data Protection Commissioner to register the *Insured's* application for registration.
- 6 The *Company* will pay the *Attendance Expenses* of the *Insured Person* for jury service.

The following conditions apply:

- a) in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the *Territorial Limit* shall be any place where the Act applies
- b) at the time of the insured incident, the *Insured* registered with the Data Protection Commissioner in respect of civil action taken against the *Insured* for compensation under Section 13 of the Data Protection Act 1998.

## Exclusions

The *Company* will not pay for:

- a) any claim which leads to the *Insured* being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

## Property Protection

### Cover

The *Company* will negotiate for the *Insured's* legal rights in any civil action relating to material property which is owned by, or their responsibility following:

- a) any event which causes physical damage to such material property; or
- b) any nuisance or trespass.

### Exclusions

The *Company* will not pay for any claim relating to:

- a) a contract entered into by the *Insured*
- b) goods in transit or goods lent or hired out
- c) goods at premises other than those occupied by the *Insured* unless the goods are at such premises for the purpose of installations or use in work to be carried out by the *Insured*
- d) mining subsidence
- e) defending the *Insured's* legal rights other than in defending a counter-claim
- f) a motor vehicle owned or used by, or hired or leased to the *Insured*.

## Bodily Injury

### Cover

At the *Insured's* request, the *Company* will negotiate for the *Insured Person's* legal rights following an event which causes the death of, or bodily injury to, an *Insured Person*.

### Exclusions

The *Company* will not pay for any claim relating to:

- a) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident
- b) defending an *Insured Person's* legal rights other than in defending a counter-claim
- c) a motor vehicle owned or used by or hired or leased to the *Insured*.

# Tax protection

## Cover

The **Company** will pay for:

- 1 HM Revenue and Customs Investigations, **Full Enquiries** or **Aspect Enquiries**
  - a) The **Company** will negotiate on the **Insured's** behalf and represent the **Insured** at any appeal proceedings in respect of:
    - i) an in-depth investigation carried out by HM Revenue and Customs into the **Insured's Business** accounts; or
    - ii) a **Full Enquiry** and/or **Aspect Enquiry** carried out by the HM Revenue and Customs.
- 2 Employers Compliance

The **Company** will negotiate on the **Insured's** behalf and represent the **Insured** at any appeal proceedings in respect of a dispute concerning the **Insured's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue and Customs or the Department of Social Security Contributions Agency.
- 3 VAT Disputes

The **Company** will negotiate on the **Insured's** behalf and represent the **Insured** in any appeal proceedings following an assessment issued by HM Revenue and Customs in respect of Value Added Tax due.

The following conditions apply:

- a) The **Insured** has taken reasonable care to ensure that all returns are completed and correct and that such returns are submitted within the statutory time limit allowed

## Exclusions

The **Company** will not pay for:

- a) the first £100 of **Costs and Expenses** in each and every claim for **Aspect Enquiries**
- b) The **Insured's** failure to register for Value Added Tax
- c) any investigations or enquiries undertaken by the HM Revenue and Customs Special Investigations Section or Special Compliance Office
- d) any investigations or enquiry by HM Revenue and Customs into alleged dishonesty or criminal offences.
- e) any amount exceeding £1,000 for **Aspect Enquiries**.

## Amount Payable under the Legal Expenses Section

The **Company** agrees to provide the insurance in this **Section** as long as:

- a) the **Date of Occurrence** of the insured incident happens during the **Period of Insurance** and within the **Territorial Limit**; and
- b) any legal proceedings will be dealt with by a court, or other body which the **Company** agrees to, in the **Territorial Limit**; and
- c) in civil claims, it is always more likely than not, that the **Insured** will recover damages (or obtain any other legal remedy which the **Company** have agreed to) or make a successful defence
- d) if an **Appointed Representative** is used the **Company** will pay the **Costs and Expenses** incurred for this.

For all insured incidents the **Company** will help in appealing or defending an appeal as long as the **Insured** tells the **Company** within the time limits allowed that they want the **Company** to appeal. Before the **Company** pays any **Costs and Expenses** for appeals, the **Company** must agree that it is always more likely than not that the appeal will be successful.

The most the **Company** will pay for all claims resulting from one or more events arising at the same time or from the same cause is £50,000.

The total of the compensation awards payable by the **Company** shall not exceed £1,000,000 in any one **Period of Insurance**.

## General Exclusions Applying to the Legal Expenses Section

- a) any claim reported to the **Company** more than 180 days after the **Insured Person** should have known about the insured incident.
- b) any **Costs and Expenses** incurred before the written acceptance of a claim by the **Company**.
- c) fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority other than compensation awards covered under Compensation Awards and Legal Defence.
- d) any claim deliberately or intentionally solicited by an **Insured Person**.
- e) any claim relating to franchise rights, or agency rights where the **Insured** have the legal capacity to alter the legal relations of another.
- f) a dispute with the **Company** not otherwise dealt with under Special Condition 7.
- g) any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- h) any claim relating to a shareholding or partnership share in the **Business** unless such shareholding was acquired under a scheme open to all the **Insured's Employees** or a substantial number of them of a certain minimum grade, other than the **Insured's** directors or partners.
- i) an application for judicial review.
- j) any legal action an **Insured Person** takes which the **Company** or the **Appointed Representative** have not agreed to where the **Insured** does anything that hinders the **Company** or the **Appointed Representative**.
- k) any claim when either at the commencement of or during the course of a claim, the **Insured** is bankrupt or has filed for a bankruptcy petition or winding-up petition, or has made an arrangement with their creditors, or has entered into a deed or arrangement or is in liquidation or part or all of their affairs or property are in the care or control of a receiver or administrator.

## Special Conditions

- 1 The **Insured** must:
  - a) Keep to the terms and conditions of this cover
  - b) Take reasonable steps to keep any amount the **Company** have to pay as low as possible
  - c) Try to prevent anything happening that may cause a claim
  - d) Send everything the **Company** ask for, in writing
  - e) Give the **Company** full details of any claim as soon as possible and give them any information they need
  - f) Tell the **Company** immediately of any alteration which may materially affect the assessment of the risk.
- 2
  - a) The **Company** can take over and conduct in the **Insured's** name, any claim or legal proceeding at any time. The **Company** can negotiate any claim on behalf of an **Insured Person**
  - b) If the **Company** agree to start legal proceedings and it becomes mandatory for an **Insured Person** to be represented by a lawyer, or if there is a conflict of interest, an **Insured Person** can choose an **Appointed Representative** by sending the **Company** the suitably qualified person's name and address. The **Company** may choose not to accept the choice of representative, but only in exceptional circumstances. If there is a disagreement over the choice of **Appointed Representative**, another suitably qualified person can be appointed to decide the matter
  - c) Before an **Insured Person** chooses a lawyer or an accountant, the **Company** can appoint an **Appointed Representative**
  - d) An **Appointed Representative** will be appointed by the **Company** and represent an **Insured Person** according to their standard terms of appointment. The **Appointed Representative** must co-operate fully with the **Company** at all times.
  - e) The **Company** will have direct contact with the **Appointed Representative**
  - f) An **Insured Person** must co-operate fully with the **Company** and the **Appointed Representative** and must keep them up-to-date with the progress of the claim

## Special Conditions (continued)

- g) An **Insured Person** must give the **Appointed Representative** any instructions that the **Company** requires.
- 3
- a) An **Insured Person** must tell the **Company** if anyone offers to settle a claim
  - b) If an **Insured Person** does not accept a reasonable offer to settle a claim, the **Company** may refuse to pay further **Costs and Expenses**
  - c) The **Company** may decide to pay an **Insured Person** the amount of damages that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
- a) If the **Company** asks, an **Insured Person** must tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited
  - b) An **Insured Person** must take every step to recover **Costs and Expenses** that the **Company** has to pay and must pay them any **Costs and Expenses** that are recovered.
- 5
- If an **Appointed Representative** refuses to continue acting for an **Insured Person** or if an **Insured Person** dismisses an **Appointed Representative**, the cover the **Company** provides will end at once, unless the **Company** agrees to appoint another **Appointed Representative**.
- 6
- If an **Insured Person** settles or withdraws their claim without the **Company's** agreement, or does not give suitable instructions to an **Appointed Representative**, the cover the **Company** provides will end at once and the **Company** will be entitled to re-claim any **Costs and Expenses** paid by them.
- 7
- If the **Company** and an **Insured Person** disagree about the choice of **Appointed Representative**, or about the handling of a claim, the **Company** and the **Insured Person** can choose another suitably qualified person to decide the matter. The **Company** and the **Insured Person** must both agree to this in writing. If the **Company** cannot agree with the **Insured Person** about the choice of the second suitably qualified person, they will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8
- The **Company** may at their discretion require the **Insured** to obtain an opinion from counsel at the **Insured's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by the **Company**.
- 9
- All Acts of Parliament mentioned in this **Section** include equivalent legislation in Scotland, Northern Ireland, Isle of Man and Channel Islands as the case may be.
- 10
- The **Company** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this **Section** of the **Policy** did not exist.

## Helpline Services

**To help the company check and improve our service standards, all calls are recorded.**

### UK Commercial Legal Advice

For confidential legal advice over the phone on any commercial legal problem affecting your **Business**, under the laws of the United Kingdom phone **08705 234500**. Please state that you are a HSBC Tradesmans policyholder and quote reference HSBCC.

This service is provided 24 hours a day, 7 days a week during the **Period of Insurance**.

### UK Tax Advice

For confidential advice over the phone on any tax matters affecting your **Business**, under the laws of the United Kingdom phone **08705 234500**. Please state that you are a HSBC Tradesmans policyholder and quote reference HSBCC.

This service is provided Monday to Friday 9.00am to 5.00pm (excluding public holidays) during the **Period of Insurance**.

### Counselling

The Counselling helpline provides all **Employees** (including any member of their immediate family who permanently live with an **Employee**) with a confidential counselling service over the phone, including where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on **08705 234999**. Please state that you are a HSBC Tradesmans policyholder and quote reference HSBCC.

**The Company will not accept responsibility if the Helpline Services fail for reasons we cannot control.**

**Please do not phone to report a general insurance claim.**

### If you need to make a claim

Phone the **Company** on **0870 2434340**. Please state that you are a HSBC Tradesmans policyholder.

The **Company** will send you a claim form, complete the form and send it to the Claims Department at:

Allianz Legal Protection Claims,  
Redwood House, Brotherswood Court,  
Great Park Road, Bradley Stoke,  
Bristol, BS32 4QW

The **Company** will contact you once we have received your claim form.

### When the **Company** cannot help

Please do not ask for help from a solicitor or accountant before the **Company** has agreed. If you do the **Company** will not pay the costs involved.

# Claims Handling

If an accident, loss or damage occurs or any circumstances arise which may cause a claim to be made:

- You should refer to the detailed requirements for claim notification contained in the General Conditions of your policy and the Special Conditions applying to individual sections. The Special Conditions must be complied with otherwise a claim may not be met.
- You should telephone the HSBC Claims Helpline on 0844 871 0941, operated by Allianz Insurance plc and available 24 hours a day
  - promptly, if an incident occurs that may lead to you making a claim
  - immediately, in the event of a serious accident, loss or damage

Any correspondence in connection with a claim should be addressed to:

Claims Centre Milton Keynes, Allianz Insurance plc,  
P.O. Box 5525, Milton Keynes, MK9 2XR

Please provide as much information as possible about the claim, and your policy reference if available

In addition if you need emergency assistance you can call the above number, but please do not use this number if you require UK Commercial Legal Advice, Tax Advice or Counselling, or to notify a Legal Expenses claim.

The number to call for Legal Expenses advice and claims can be found in the Legal Expenses section of your policy.

- We recommend you check that the accident, loss or damage is covered by your policy. If you are in any doubt please consult HSBC Insurance Brokers Limited
- You should comply with the requirements for claim notification contained in the policy Conditions, which detail your obligations and our rights in the event of a claim. If you are in any doubt please consult HSBC Insurance Brokers Limited
- You should carry out any emergency action to protect your property from further damage (e.g. turning off main services) or to make it waterproof or secure. We will be pleased to provide advice and assistance to find the right person or organisation to help you. If you do incur any charges please retain the bills as these may form part of your claim
- If emergency work has been completed on your own authority please contact us before permanent repairs begin
- Please do not dispose of damaged items before we have had the opportunity to inspect them
- You should report to the Police any loss or damage from theft, arson, malicious damage, or riot or civil commotion and obtain a crime book reference from them
- Please ensure that your responsibility for injury to someone or damage to their property is not discussed with or admitted to anyone else
- If an employee or someone else is holding you responsible for injury to them or for damage to their property then you should tell us promptly, and send any letters, writs or summons to us unanswered
- Our aim is to deal with your claim promptly and fairly. Depending on the type of claim and value involved we may:
  - forward a claim form for you to complete and sign
  - appoint an independent Loss Adjuster to deal with your claim
  - arrange for one of our Claims staff to visit you
  - reply to you by letter or by telephone.

# Caring for Customers

If you have any complaints regarding your insurance policy, please see the Allianz Insurance plc section below. If you have any complaints regarding the sale of your policy or any other aspect of the service provided by HSBC Insurance Brokers Limited please see the HSBC Insurance Brokers Limited Section below.

## Allianz Insurance plc

Our aim is to get it right first time, every time. If we make a mistake we will try to put it right promptly. We will always confirm receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we are unable to do so we will let you know when the answer may be expected. If we have not resolved the problem within eight weeks we will provide you with information about the Financial Ombudsman Service.

Should you wish to make a complaint, then it should be directed to the Customer Satisfaction Manager at the following location.

Allianz Insurance plc  
57 Ladymead, Guildford,  
Surrey, GU1 1DB  
Tel: 01483 552438  
Email: [accesm@allianz.co.uk](mailto:accesm@allianz.co.uk)

If your complaint is about a claim that we are already handling then please direct your complaint to the office involved if different to the above address.

Whoever you are contacting, please always quote the policy number as it will help your complaint to be dealt with promptly.

Allianz Insurance plc is a member of the Financial Ombudsman Service.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

## HSBC Insurance Brokers Limited

HSBC Insurance Brokers Limited is authorised and regulated by the Financial Services Authority. Our Firm reference number is 310240. We are also a member of the Society of Lloyds

It is our intention to provide you with a high level of customer service at all times. However, if for any reason you are dissatisfied with the arrangement or servicing of your insurance, please contact:

Customer Services Manager  
HSBC Insurance Brokers Limited  
County Gates House  
300 Poole Road  
Dorset  
BH12 1AZ  
Tel: 0845 604 2417  
Fax: 0845 585 5290

We aim to resolve all complaints in a fair and speedy manner, usually by close of business on the business day following receipt of the complaint, and in accordance with the guidelines set down by the Financial Services Authority on Complaints handling.

If we cannot resolve the complaint by close of business the next day after the complaint has been received, we will:

- i) acknowledge your complaint in writing within 5 working days either with a full response or information about the progress of your matter and a contact name for future reference;
- ii) within 4 weeks of receipt of your complaint, provide you with a final response or if appropriate, a holding response if the matter has still not been resolved; and
- iii) within 8 weeks from the receipt of your complaint, send you a final response or offer you redress if appropriate.

If following our final response you are dissatisfied with the outcome of your complaint and you are an Eligible Complainant, you may refer it to the Financial Ombudsman Service within 6 months of receiving the final response.

Generally, an Eligible Complainant is one who is:

- a) a private individual;
- b) a business which has a group annual turnover of less than £1million at the time the complaint is made;
- c) a charity which has an annual income of less than £1 million at the time the complaint is made;
- d) a trustee of a trust which has a net asset value of less than £1million at the time the complaint is made.

## The Financial Ombudsman Service

The Financial Ombudsman service was set up by law to provide consumers with a free independent service for resolving disputes with financial services firms. From 6 April 2007, it can also review complaints relating to consumer credit services.

Copies of the Financial Ombudsman Service's explanatory leaflet can be obtained free of charge at any of our offices. Details for the Financial Ombudsman Service can also be found by visiting their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by writing to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0845 080 1800.

## Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if we are unable to meet our liabilities.

Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers

Portsoken Street

London E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

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

# Data Protection Act

We may use the personal and business details you have given us or which are supplied by third parties including any details of directors, officers, partners and employees to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. You agreed when you applied for the policy that your directors, officers, partners, and employees have consented to our using their details in this way.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by us and that this fact is made known to the Insured Persons.

Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the following address for further information: Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.



HSBC Insurance Brokers Limited  
County Gates House  
300 Poole Road  
Dorset  
BH12 1AZ  
Tel: 0845 604 2417  
Fax: 0845 585 5290

Allianz Insurance plc. Registered in England number 84638  
Registered office. 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is a member of the Association of British Insurers and the Financial Ombudsman Service.  
Allianz Insurance plc is authorised and regulated by the Financial Services Authority. Our registration number is 121849.  
This can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234